February Regular
Monday, February 9, 2026 6:00 PM
Administration Center

1. Call Meeting to Order - This regular meeting of the Plattsmouth Community Schools Board of Education is called to order on Monday, February 9, 2026, at 6:00 PM in the Plattsmouth Community Schools Administration Center Boardroom at 1912 Old Hwy. 34, Plattsmouth, NE.

2. Acknowledge Open Meetings Law posted on the wall in the boardroom.

3. Publication of Meeting - Notice of the meeting was published in the February 6, 2026, edition of The Daily Record and posted in the display case outside the administration center, at the Plattsmouth location of the U.S. Postal Service, and on the district website at www.pcsd.org.

4. Pledge of Allegiance

5. Roll Call: Foster, Gradoville, Harvey, Miller Pearson, Muller, Shuey, Timm, Winters, Woracek

6. Motion to excuse absences

7. Consent Agenda

    7.1. Agenda

    7.2. Minutes of the January Regular Meeting

    7.3. Minutes of the Special Meeting on Feb. 4, 2026

    7.4. Minutes of the Board Retreat Workshop on Feb. 4, 2026

    7.5. Treasurer's Report

    7.6. Review of the Control Budget

    7.7. Claim and transfer in the amount of: $446,458.15
    Prepaids: $16,301.34

    7.8. The administration recommends that elementary teacher Marlene Warrick be released from her contract at the end of the 2025-2026 school year.

7.9. The administration recommends the hiring of Caleb Wiseman as a middle school math teacher for the 2026-2027 school year.

7.10. The administration recommends that high school skilled and technical sciences teacher Max Yarnell be released from his contract at the end of the 2025-2026 school year.

7.11. The administration recommends that high school physical education teacher Chris Wiseman be released from his contract at the end of the 2025-2026 school year.

7.12. The administration recommends that high school English teacher Jenna Schambach be released from her contract at the end of the 2025-2026 school year.

8. Public Forum: Reception of Delegates - For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment consistent with the Open Meetings Act.

   While the public forum is an opportunity for members of the public to speak during the meeting, there will not be back-and-forth discussions between members of the public and Board of Education members.

9. Accreditation Update

10. Operations Committee Report

11. Finance Committee Report

12. Committee on American Civics Report

13. Negotiations Committee Report

14. Head Start Report

15. Recess (approximately 5-10 minutes) at the discretion of the President

16. Celebrations of Excellence

    16.1. Congratulations to Kael Shuey, Gryffen Hampshire, Isaiah Hajek-Jones, Joaquin Fals, Olivia Sauter, and Mia Fortis. These students were selected to sing in the Nebraska Middle School Honor Choir on Fri., Jan. 16, joining about 140 talented students from across Nebraska. Together, they created beautiful music and proudly represented Plattsmouth through their musical leadership, excellent behavior and hard work!

16.2. Congratulations to our students who competed in the Lincoln Southwest Speech Meeet. The results were as follows.
Our results:
Alden McKnight - 2nd - Entertainment
Alden McKnight - Semifinalist - Impromptu (8th Overall)
Ian Graves - Semifinalist - Informative (14th Overall)
Max Joy - Semifinalist - Persuasive (24th Overall)
NIETOC (National Meet in May) Bids earned - Max & Ian (1 each)

16.3. Congratulations to our PHS students who competed in the Winter Metros DECA Competition, including Graci McDonnell, Elaina Field, Amarra Johnson, and Finnley Henrichs!

16.4. Congratulations to our PHS girls wrestling team for earning 5th place in the Trailblazer Conference Tournament! Congratulations to our PHS boys wrestling team for earning 2nd place in the Trailblazer Conference Tournament!

16.5. Congratulations to our recent recipients of the PCS Superintendent Customer Service Award. In the photo with our Plattsmouth Scooter's Coffee owner, Marci Covington, and me are Hunter Holoubek, Marla Smith, and Kelsi Rabbass.

16.6. National School Counseling Week was from Feb. 2-6, 2026. Thank you to our school counselors (Jolene Boesch and Jeremy Woodworth) for all your work supporting our students and families. We appreciate you!

16.7. Congratulations to our Plattsmouth Speech team who earned first place in the Elmwood-Murdock Silver Sword Invite! Congratulations to our students who competed and earned individual recognition as noted below.

Alden McKnight - Champion - Entertainment
Max Joy - 2nd place - Persuasive (and earning his 2nd bid of the season for NIETOC)
JD Meisinger - 2nd place - Informative
Clair McKnight - 2nd place - Entertainment
Graci McDonnell - 3rd place - Extemp (and earning her 1st bid of the season for NIETOC)
Valeria Corrales - 4th place - Persuasive
Alden & Clair McKnight - 4th place - Duet
Ian Graves - 4th place - Informative
Sophia Alldredge - 4th place - Poetry
Titus Winger - 5th place - Humorous
Max Joy - 5th place - Extemporaneous
Molly Vaughn, JD Meisinger, Jaxon Sharp, Clair McKnight, Sophia Alldredge - 5th place - Oral Interpretation of Drama
Gabriel Woracek - 6th place - Entertainment

Top Novice Medalists:
Micheala Mahoney - 2nd place - Serious
Macie Scott - 3rd place - Serious
Wyatt Decker - 2nd place - Poetry

17. Administration Reports

    17.1. Superintendent's Report

    17.2. High School Principal's Report

    17.3. Middle School Principal's Report

    17.4. Elementary Principal's Report

    17.5. Early Childhood/Head Start Report

    17.6. Special Education Report

    17.7. Instructional Services Report

18. Action Items

    18.1. Discuss, consider, and take all action to approve the final reading of Policy Series 1000 Community Relations (Operations Committee).

    18.2. Discuss, consider, and take all action to approve the second reading of 1010 Visitors (2nd reading).

    18.3. Discuss, consider, and take all action to approve the final reading of 3133 Head Start Fiscal Officer.

    18.4. Discuss, consider, and take all action to approve the second reading of Policy Series 4000 Personnel (Finance Committee).

    18.5. Discuss, consider, and take all action to approve the first reading of Policy Series 8000 Internal Board Policies (Operations Committee).

    18.6. Discuss, consider, and take all action to approve the 2026-2027 ERSEA documents for Head Start.

    18.7. Discuss, consider, and take all action to approve the construction plans and specifications for bidding the replacement of the high school track surface and the artificial turf on the high school baseball field and the high school stadium field.

19. Announcements

    19.1. Next meeting: 6 PM on Mon., Mar. 9, 2026

20. ADJOURNMENT

21. *Closed Session: If, during the course of the meeting, discussion of any items on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meeting Act.

22. *Sequence of Agenda: The sequence of the agenda topics is subject to change at the discretion of the board.

January Regular
Monday, January 12, 2026 6:00 PM
Plattsmouth Community Schools
Administration Center

1. Call Meeting to order - This regular meeting of the Plattsmouth Community Schools Board of Education is called to order on Monday, January 12, 2026, at 6:00 PM in the Plattsmouth Community Schools Administration Center Boardroom at 1912 Old Hwy. 34, Plattsmouth, NE.

Harvey called the meeting to order at 6:02 PM.

2. Acknowledge Open Meetings Law posted on the wall in the boardroom.

3. Publication of Meeting - Notice of the meeting was published in the January 9, 2026, edition of The Daily Record and posted in the display case outside the administration center, at the Plattsmouth location of the U.S. Postal Service, and on the district website at www.pcsd.org.

4. Pledge of Allegiance

5. Roll Call: Foster, Harvey, Muller, Shuey, Winters, Gradoville, Miller-Pearson (entered at 6:04 PM), Timm

5.1. Motion to excuse absences

All board members were present.

6. Board Conflict of Interest

7. Election of Officers

7.1. Appointment of Election Steward Dr. Richard E. Hasty

7.2. Nominations, voting, and designation of President. Foster nominated Harvey. Harvey is approved as president by a unanimous voice vote of 9-0.

7.3. Nominations, voting, and designation of Vice President.

Miller Pearson nominated Winters. Shuey nominated Muller. Muller is vice president on a 7-2 vote.

7.4. Nominations, voting, and designation of Secretary.

Muller nominated Shuey. Winters nominated Woracek. Woracek is secretary on a 7-2 vote.

7.5. Nominations, voting, and designation of Treasurer.

Timm is approved as treasurer on a unanimous voice vote of 9-0.

8. Review PCS Board Policy 8272 Code of Ethics.

9. Board Designations and Appointments

9.1. Designate Superintendent Dr. Richard E. Hasty as the District Representative for all Federal and State Programs, including Head Start.

Motin to approve by Foster and seconded by Timm. Motion passed 9-0.

9.2. Appoint the accounting firm of Frankel as the District auditor.

Motion to approve by Muller and seconded by Shuey. Motion passed 9-0.

9.3. Appoint the law firm of Perry, Guthery, Haase and Gessford as the District's Legal Counsel.

Motion to approve by Miller Pearson and seconded by Foster. Motion passed 9-0.

9.4. Appoint the Board's representative on the Plattsmouth Education Foundation's (PEF) Board of Directors.

Motion by Winters to appoint Muller and seconded by Gradoville. Motion passed 9-0.

9.5. Appoint the Board's Head Start Representative.

Motion by Shuey to appoint Miller Pearson and seconded by Muller. Motion passed 9-0.

9.6. Appoint the Board's Schools Taking Action for Nebraska Children's Education (STANCE) Representative.

Motion by Shuey to appoint Gradoville and seconded by Winters. Motion passed 9-0.

9.7. Appoint the Board's Liaison to the Nebraska Association of School Boards (NASB) for Governmental Relations.

Motion by Harvey to appoint Winters and seconded by Muller. Motion passed 9-0.

9.8. Appoint Emily Morlan as the Board Secretary's Designee.

Motion by Winters to appoint Morlan and seconded by Shuey. Motion passed 9-0.

9.9. Appoint Chris Hudson as Board Treasurer's Designee.

Motion by Muller to appoint Hudson and seconded by Foster. Motion passed 9-0.

9.10. Designate The Daily Record as the district's primary newspaper of record for legal notices.

Motion by Miller Pearson and seconded by Gradoville. Motion passed 9-0.

9.11. Designate Citizens State Bank and the First State Bank as the district's primary financial depositories.

Motion by Timm and seconded by Muller. Motion passed 9-0.

10. Consent Agenda

Motion by Winters to approve the consent agenda and seconded by Foster. Motion passed 9-0.

10.1. Agenda

10.2. Minutes

10.2.1. Minutes of the December Regular Meeting

10.3. Treasurer's Report

10.4. Review of the Control Budget

10.5. Claim and Transfer in the amount of $545,272.86
Prepaids $10,318.13

10.6. The administration recommends that first-grade teacher Ivy Merklin be released from her contract effective at the end of the 2025-2026 school year.

10.7. The administration recommends that middle school science teacher Dee Hellbusch be released from her contract effective at the end of the 2025-2026 school year.

10.8. The administration recommends that high school special education teacher Dave Dukes be released from his contract effective at the end of the 2025-2026 school year.

10.9. The administration recommends that middle school math teacher Heather Bohach be released from her contract effective at the end of the 2025-2026 school year.

11. Public Forum: Reception of Delegates - For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment consistent with the Open Meetings Act.

While the public forum is an opportunity for members of the public to speak during the meeting, there will not be back-and-forth discussions between members of the public and Board of Education members.
Christyn Sanders addressed the Board regarding option enrollment. Max Joy and Cole McManigal addressed the Board regarding the grading scale.

12. Strategic Plan Update
Dr. Hasty provided an update.

13. Operations Committee Report

Winters provided an update regarding the recent committee meeting.

14. Finance Committee Report

Timm provided an update regarding the recent committee meeting. Kurt Meisinger from the Frankel accounting firm provided an update regarding the 2024-2025 district audit including Head Start and the Head Start Fiscal Officer.

15. Committee on American Civics Report

Woracek provided an update regarding the recent committee meeting.

16. Negotiations Committee Report

No update.

17. Head Start Report

Miller Pearson provided an update on the recent meeting.

18. Recess – Harvey implemented a brief recess.

19. Celebrations of Excellence

19.1. Congratulations to our wrestlers who earned medals at the Rumble on the Red Tournament in Fargo, ND.

Junior Varsity - Kaedyn Highberger 8th

Varsity - Brenden Ging 7th, Symantha Cherek 4th, Olivia Garrean 3rd, Odin Anschutz 1st and top wrestler of the tournament

19.2. Congratulations to our boys basketball team for winning the Brownell Talbot Holiday Tournament.

19.3. Congratulations to Alden McKnight for earning 1st place in Entertainment at the Lincoln Southeast Speech Meet.

20. Administrative Reports

20.1. Superintendent's Report

20.2. High School Principal's Report

20.3. Middle School Principal's Report

20.4. Elementary Principal's Report

20.5. Early Childhood/Head Start Report

20.6. Special Education Report

20.7. Instructional Services Report

21. Action Items

21.1. Discuss, consider, and take all action to approve the second reading of Policy Series 1000 Community Relations (Operations Committee).

Motion to approve. Motion by Winters and seconded by Muller. Motion passed 9-0.

21.2. Discuss, consider, and take all action to approve the final reading of Policy Series 2000 Administration (Finance Committee).

Motion to approve. Motion by Timm and seconded by Miller Pearson. Motion passed 9-0.

21.3. Discuss, consider, and take all action to approve the final reading of 3131 Procurement Plan.

Motion to approve. Motion by Timm and seconded by Gradoville. Motion passed 9-0.

21.4. Discuss, consider, and take all action to approve the final reading of 3132 Internal Controls.

Motion to approve. Motion by Timm and seconded by Miller Pearson. Motion passed 9-0.

21.5. Discuss, consider, and take all action to approve the first reading of Policy Series 4000 Personnel (Finance Committee).

Motion to approve. Motion by Timm and seconded by Gradoville. Motion passed 9-0.

21.6. Discuss, consider, and take action to approve the 7th grade class field trip to Lauritzen Gardens on the morning of April 30, including a walk across the Bob Kerrey Pedestrian Bridge to the Iowa side and outdoor time at the Luminarium.

Motion to approve. Motion by Foster and seconded by Miller Pearson. Motion passed 9-0.

21.7. Discuss, consider, and take all action to acknowledge receipt and approval of the 2024-2025 audit.

Motion to approve. Motion by Timm and seconded by Foster. Motion passed 9-0.

21.8. Discuss, consider, and take all action to approve the out-of-state field trip request for the Varsity Baseball team to play in the Wow Wood Bat Tournament from 4/10/26 to 4/11/26.

Motion to approve. Motion by Gradoville and seconded by Foster. Motion passed 9-0.

21.9. Discuss, consider, and take all action to approve an exception to Policy 5006 Option Enrollment and allow Amelia Herbert to opt into PCS for the 2025-2026 school year.

Motion to approve. Motion by Timm and seconded by Gradoville. Motion passed 9-0.

21.10. Discuss, consider, and take all action to approve the Head Start Annual Report.

Motion to approve. Motion by Winters and seconded by Timm. Motion passed 9-0.

22. Announcements

22.1. Jan. 25-31, 2026 - School Board Member Week in Nebraska

22.2. Mon., Jan. 26, 2026 - Nebraska Association of School Boards (NASB) Legislative Issues Conference - Cornhusker Marriott in Lincoln, NE

22.3. Next meeting: 6:00 PM on Mon., Feb. 9, 2026

23. Adjournment

24. *Closed Session: If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meeting Act.

25. *Sequence of Agenda: The sequence of the agenda topics is subject to change at the discretion of the board.

_____

Chairperson

_____

Superintendent

Special Meeting
Wednesday, February 4, 2026, 5:45 PM
Administration Center Board Room
1912 Old Hwy. 34
Plattsmouth, NE 68048

**Subject to approval at the next regularly scheduled Board meeting.*

1. Call Meeting to Order-Acknowledge Open Meetings Law
Muller called the meeting to order.

2. Publication of Meeting - Notice of the meeting was published in the Feb. 2, 2026 edition of The Daily Record and posted in the display case outside the administration center, at the Plattsmouth location of the U.S. Postal Service, and on the district website at www.pcsd.org.
Muller read the notice of publication.

3. Pledge of Allegiance
Muller led the Pledge of Allegiance.

4. Roll Call: Foster, Harvey, Muller, Shuey, Winters, Gradoville, Miller Pearson, Timm, Woracek
Muller, Shuey, Gradoville, Miller Pearson, and Timm were present.

5. Motion by Shuey and a second by Gradoville to excuse absences for Foster, Harvey, Winters and Woracek. Motion passed 5-0.

6. Public Forum/Reception of Delegates:
Public Forum: Reception of Delegates - For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment consistent with the Open Meetings Act.

While the public forum is an opportunity for members of the public to speak during the meeting, there will not be back-and-forth discussions between members of the public and Board of Education members.
No one addressed the Board.

7. Action Item

7.1. Discuss, consider, and take all action to approve a resolution for a cooperative agreement with the Springfield Platteview Community Schools for high school boys soccer involving Plattsmouth High School and Platteview High School in 2025-2026 and 2026-2027.
Motion by Shuey and a second by Miller Pearson to approve the resolution. Motion passed 5-0.

8. Adjournment - Muller adjourned the meeting at 6:05 PM.

_____
Chairperson

_____
Superintendent

DRAFT

Board Retreat Workshop
Wednesday, February 4, 2026, 6:00 PM
Administration Center Board Room
1912 Old Hwy. 34
Plattsmouth, NE 68048

**Subject to approval at the next regularly scheduled Board meeting.*

1. Call Meeting to Order-Acknowledge Open Meetings Law
Muller called the meeting to order at 6:09 PM.

2. Publication of Meeting - Notice of the meeting was published in the Feb. 2, 2026 edition of The Daily Record and posted in the display case outside the administration center, at the Plattsmouth location of the U.S. Postal Service, and on the district website at www.pcsd.org.

Muller read the notice of publication.

3. Pledge of Allegiance – The Pledge was conducted in the 5:45 PM meeting.

4. Roll Call: Foster, Harvey, Muller, Shuey, Winters, Gradoville, Miller Pearson, Timm, Woracek

Muller, Shuey, Gradoville, Miller Pearson, Timm, and Woraceck were present for the meeting.

5. Public Forum/Reception of Delegates:
Public Forum: Reception of Delegates - For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment consistent with the Open Meetings Act.

While the public forum is an opportunity for members of the public to speak during the meeting, there will not be back-and-forth discussions between members of the public and Board of Education members.

No one addressed the Board.

6. Discussion items: Board roles and responsibilities, a board handbook, the superintendent job description, board elections, and administrative guidelines
Marcia Herring from the NASB led the discussion about the agenda items.

7. Adjournment – Muller adjourned the meeting at 7:57 PM.

DRAFT

_____
Chairperson

_____
Superintendent

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Vanguard Personal Investor

877-662-7447

We've recently made changes to our statements. You may notice that some information previously included no longer appears on your statement. For the most up-to-date information and status of your account, visit Vanguard.com or download our mobile app.

Vanguard®

Do Not Use For Account Transactions
PO BOX 3009
MONROE, WI 53566-8309

PLATTSMOUTH COMMUNITY SCHOOL
1912 OLD HIGHWAY 34
PLATTSMOUTH NE 68048-5676

Assets listed in this statement are held by Vanguard Brokerage Services® (VBS), a division of Vanguard Marketing Corporation (VMC), member FINRA and SIPC. Summary data are provided solely as a service and are for informational purposes only.

Vanguard

Vanguard Personal Investor

877-662-7447

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Statement overview

$1,322,493.27

Total value of all accounts as of January 31, 2026

Accounts	Value on 12/31/2025	Value on 01/31/2026
Plattsmouth Community School		
Organization brokerage account	**$1,279,130.08**	**$1,322,493.27**

Brokerage assets are held by Vanguard Brokerage (VBS), a division of Vanguard Marketing Corporation (VMC). Any bank sweep balances are held by program banks and are not cash balances held by VBS. Vanguard funds not held through your VBS Account are held by The Vanguard Group, Inc. (VGI). 529 assets are held by Ascensus Broker Dealer Services LLC.

Asset mix

		Value on 01/31/2026
97.7%	Stocks	$1,292,510.62
0.0%	Fixed Income	0.00
2.3%	Short-term reserves	29,982.65
0.0%	Other	0.00
		$1,322,493.27

Your percentages are based on your holdings as of the prior month-end. Recalculated values are included. See Disclosures for more information.

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Organization brokerage account—XXXX6980

Plattsmouth Community School

Vanguard Personal Investor

877-662-7447

Account overview

$1,322,493.27

Total account value as of January 31, 2026

Year-to-date income

Taxable income	$666.83
Nontaxable income	0.00
Total	**$666.83**

Balances and holdings for Vanguard Brokerage Account—XXXX6980

To get the latest cost basis information, log in online and navigate to Portfolio > Cost Basis. For advised clients, click 'All Accounts' to navigate to Portfolio > Cost Basis. Alternatively, you can call Vanguard.

Your securities are held in your cash account, unless otherwise noted. This section only shows securities that were held in the account at the end of the time period indicated.

Sweep program

Name	Quantity	Price on 01/31/2026	Balance on 12/31/2025	Balance on 01/31/2026
VANGUARD FEDERAL MONEY MARKET FUND 7-day SEC Yield: 3.63%	29,982.6500	$1.00	$29,890.21	$29,982.65
Total Sweep Balance			**$29,890.21**	**$29,982.65**

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Balances and holdings for Vanguard Brokerage Account—XXXX6980 continued

ETFs

Symbol	Name	Quantity	Price on 01/31/2026	Balance on 12/31/2025	Balance on 01/31/2026
AMLP	ALERIAN MLP ETF	4,002.7204	$50.0300	$188,207.91	$200,256.10
SDY	STATE STREET SPDR S&P DIVIDEND ETF	897.1470	148.7300	124,846.97	133,432.67
				$313,054.88	**$333,688.77**

Stocks

Symbol	Name	Quantity	Price on 01/31/2026	Balance on 12/31/2025	Balance on 01/31/2026
ASML	ASML HOLDING NV NY REGISTRY SHS NEW 2012	206.5890	$1,423.0000	$221,021.30	$293,976.14
BX	BLACKSTONE INC	4,345.8750	142.4200	669,873.17	618,939.51
RHP	RYMAN HOSPITALITY PPTYS INC	484.7540	94.7000	45,290.52	45,906.20
				$936,184.99	**$958,821.85**

Account activity for Vanguard Brokerage Account—XXXX6980

This section shows transactions that have settled by January 30, 2026.

Income summary

	Dividends	Interest	Tax-exempt interest	Short-term capital gains	Long-term capital gains	Other income
January	$666.83	$0.00	$0.00	$0.00	$0.00	$0.00
Year-to-date	666.83	0.00	0.00	0.00	0.00	0.00

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Account activity for Vanguard Brokerage Account—XXXX6980 continued

Completed transactions

Settlement date	Trade date	Symbol	Name	Transaction type	Account type	Quantity	Price	Commissions & fees	Amount
01/15	01/15	RHP	RYMAN HOSPITALITY PPTYS INC	Dividend	-	-	-	-	$574.39
01/15	01/15	RHP	RYMAN HOSPITALITY PPTYS INC	Reinvestment	Cash	6.0970	94.2140	-	-574.39
01/30	01/30	-	VANGUARD FEDERAL MONEY MARKET FUND	Dividend	-	-	-	-	92.44
01/30	01/30	-	VANGUARD FEDERAL MONEY MARKET FUND	Reinvestment	-	-	-	-	-92.44

If you had an adjustment to a dividend or interest payment from a previous month, the monthly amount shown under the Income Summary section of your brokerage statement may be overstated.

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Disclosures

For our brokerage clients

Brokerage assets are held by Vanguard Brokerage Services (VBS), a division of Vanguard Marketing Corporation, member FINRA and SIPC. Any bank sweep balances are held by program banks and are not cash balances held by VBS. Vanguard funds not held through your VBS account are held by The Vanguard Group, Inc. and are not protected by SIPC.

I. General information and key terms

Advice. Vanguard Brokerage Services provides point-in-time recommendations for certain brokerage products, accounts and services, and relating to account transfers and rollovers. However, unless Vanguard Brokerage Services affirmatively states that it is making a recommendation, it is not providing a recommendation. Vanguard Brokerage Services doesn't provide tax or legal advisory services and no one associated with Vanguard Brokerage Services is authorized to render such advice.

Direct Participation Program (DPP) and Real Estate Investment Trust (REIT). DPP and REIT securities are generally illiquid. The value of the security will be different than its purchase price. Any estimated value on your statement may not be realized when you seek to liquidate the security.

Financial statement. A Vanguard Brokerage financial statement is available for your inspection at any time upon request to Vanguard Brokerage Services.

Free credit balance. Any free credit balance carried for your account represents funds payable on demand, which, although properly accounted for on Vanguard Brokerage's books of record, aren't segregated and may be used in the conduct of its business to the extent permitted by law. Your settlement fund may be liquidated upon your request and the proceeds remitted to you.

Dividend reinvestment. When reinvesting dividends of eligible stocks, ETFs, and closed-end funds, Vanguard Brokerage Services combines cash distributions from the accounts of all clients who have requested reinvestment in the same security, and then uses that combined total to purchase additional shares of the security in the open market. The new shares are divided proportionately among the clients' accounts, in whole and fractional shares rounded to three decimal places. If the total purchase can't be completed in one trade, clients will receive shares purchased at the weighted average price paid by Vanguard Brokerage Services. Participants in our free dividend reinvestment program should refer to the "Completed transactions" area of the "Account activity for Vanguard Brokerage Account" section of their Vanguard statements for details of transaction history and dates.

For dividend reinvestment of mutual funds held in your brokerage account, the instructions are provided to the fund and the "settlement date" and "trade date" on your statement will generally represent the day the transaction is entered in your account record. Call Vanguard Brokerage Services with any questions.

Reporting brokerage account discrepancies. Promptly report in writing any inaccuracies or discrepancies in your Vanguard Brokerage account (including unauthorized trading) to Vanguard Brokerage Services. Any oral communication must be confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act.

Margin accounts. If you maintain a margin account, this is a combined statement of your general account and a special memorandum account maintained for you under Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection upon request to Vanguard Brokerage Services. All securities must be held in your margin account. Note that purchases of open-end mutual funds and Vanguard ETFs® will settle in your cash account and after 30 days be moved into your margin account.

Money market fund transactions. Vanguard Brokerage Services may elect to send a monthly statement, in lieu of an immediate confirmation, for transactions executed pursuant to a periodic plan or an investment company plan, or executed in shares of any open-end registered money market mutual fund.

Orphaned fractional share transactions. Vanguard Brokerage Services may elect to send a monthly statement, in lieu of an immediate confirmation, for transactions executed to liquidate orphaned fractional share positions. Orphaned fractional share positions are fractional share positions held without a corresponding whole share position. Liquidations of these positions are executed by Vanguard Brokerage Services on a principal basis at the previous day's closing price, and the proceeds are credited to your account. No transaction fee is charged.

Open orders. A good-till-canceled (GTC) order will remain in effect for 60 calendar days after the business day on which the order was placed. If the 60th day falls during a weekend or on a holiday, the order will be canceled on the next business day before the markets open. GTC orders are automatically entered on a "do not reduce" (DNR) basis. The limit price won't be adjusted when a stock goes "ex-dividend." Orders for securities undergoing corporate actions such as, but not limited to, stock splits, stock dividends, special cash dividends, and spin-offs may be canceled before the market opening on the ex-dividend date of the corporate action. You must maintain records of all open orders. Be sure to review your open GTC orders periodically.

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Option accounts. Information regarding commissions and charges related to the execution of an options transaction is provided in the transaction confirmation sent to you at the time of the transaction. These are also available upon request. You should advise us promptly of any changes in your investment objectives or financial situation.

Tax information. After year-end, Vanguard Brokerage Services is required to provide tax information to the IRS and other governmental authorities. At that time, you'll receive necessary information on the annual tax information statement; use that statement to prepare your tax filings. Note that certain types of assets typically need corrected tax forms.

Trade execution. Vanguard Brokerage Services may have acted as principal, agent, or both in the placement of trades for your account. Details are provided upon request to Vanguard Brokerage Services.

Average pricing. If average price transaction is indicated on this statement, details regarding the actual execution prices are available upon request to Vanguard Brokerage Services.

When issued. A short form of "when, as, and if issued." The term indicates a conditional transaction in a security authorized for issuance but not as yet actually issued. All "when issued" transactions are on an "if" basis, to be settled if and when the actual security is issued.

II. Portfolio holdings

The net market value of the securities in your account, including short positions, is reflected in this statement on a trade-date basis at the close of the statement period. The market prices have been obtained from quotation services that we believe to be reliable; however, we can't guarantee their accuracy. Securities for which a price isn't available are marked " — " and are omitted from the total. Prices listed reflect quotations on the statement date. Current prices are listed to help you track your account and aren't suitable for tax purposes. Account balances provided on the statement are displayed in short-form using only two decimal places.

Please logon to your account at Vanguard.com to review your account balances. Accrued interest represents interest earned but not yet received. Fund data on vanguard.com is generally updated mid-month. Depending on when you log on, there may be a difference between the asset mix shown on your statement and the data shown online. There also may be a difference between your fund's actual asset allocation and its target allocation. For more information about your fund's target allocation, go to vanguard.com.

Estimated values on statements. Vanguard Brokerage Services relies on external vendors to provide estimated, periodic valuation and market-price information for securities listed in your account statement. From time to time, this information isn't available or isn't received in time for posting to your account statement. In this case, the valuation or market price on your statement is marked "-" and the security hasn't been valued for purposes of calculating account totals. For owners of auction-rate securities: If an estimated valuation is provided on your account statement for auction-rate securities, please note that due to market illiquidity, you may not be able to sell the security at or near the estimated valuation listed on your account statement.

Asset mix for some funds recalculated by Vanguard. If the "Asset mix" section of your "Statement overview" page has a footnote that reads "Recalculated values are included," the asset allocation breakdown of particular funds within your portfolio among stocks, bonds, and short-term reserves has been calculated using long positions, margin credit or debit balances; short positions have been excluded. Certain funds employ trading strategies, such as risk hedging, short selling, and use of leverage and derivatives, that could result in significant short positions that can't be displayed using a standard asset allocation pie chart. Exclusion of these short positions may have a significant impact on the "Asset mix" pie chart. For more information about the strategies or holdings of a particular fund, see the fund's prospectus.

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CASS COUNTY SCHOOL DISTRICT #1
1912 OLD HIGHWAY 34
PLATTSMOUTH NE 68048-5676

Share your tax forms securely with your tax preparer

With Online Access, you can share your Edward Jones tax forms with a third party, such as your tax professional. Simply sign in, indicate the tax forms to share from the Documents screen and click "Send to Third Party." Your Edward Jones team can also share your tax forms at your instruction using the same secure electronic system. To learn more, contact your Edward Jones office.

Easily access your tax forms

You can view, print and download your Edward Jones tax forms in Online Access. Ask your Edward Jones team for details. Consolidated 1099 Tax Statements labeled "Figures Not Final" can be viewed and printed but not imported or downloaded. All forms will be finalized and available for download by March 15.

Portfolio Summary

Total Portfolio Value

$1,345,454.24

1 Month Ago	$1,325,025.48
1 Year Ago	$1,260,470.97
3 Years Ago	$1,168,872.15
5 Years Ago	$1,322,932.90

Overview of Accounts

Accounts	Account Holder	Account Number	Value 1 Year Ago	Current Value
Association Account Select	Cass County School District #1	693-12506-1-4	$35,450.85	$39,843.19
Association Account Advisory Solutions Fund Model	Cass County School District #1	693-19740-1-5	$1,225,020.12	$1,305,611.05
Total Accounts			**$1,260,470.97**	**$1,345,454.24**

Although account information is provided on this page, it does not guarantee an actual statement was produced. Refer to your account statement for the exact registration and more specific details regarding each account.

Important disclosures; such as Statement of Financial Condition, Conditions that Govern Your Account, Account Safety, Errors, Complaints, Withholding, Free Credit Balance, Fair Market Value or Terminology; relating to your account(s) are available on the last page of this package or at www.edwardjones.com/statementdisclosures.

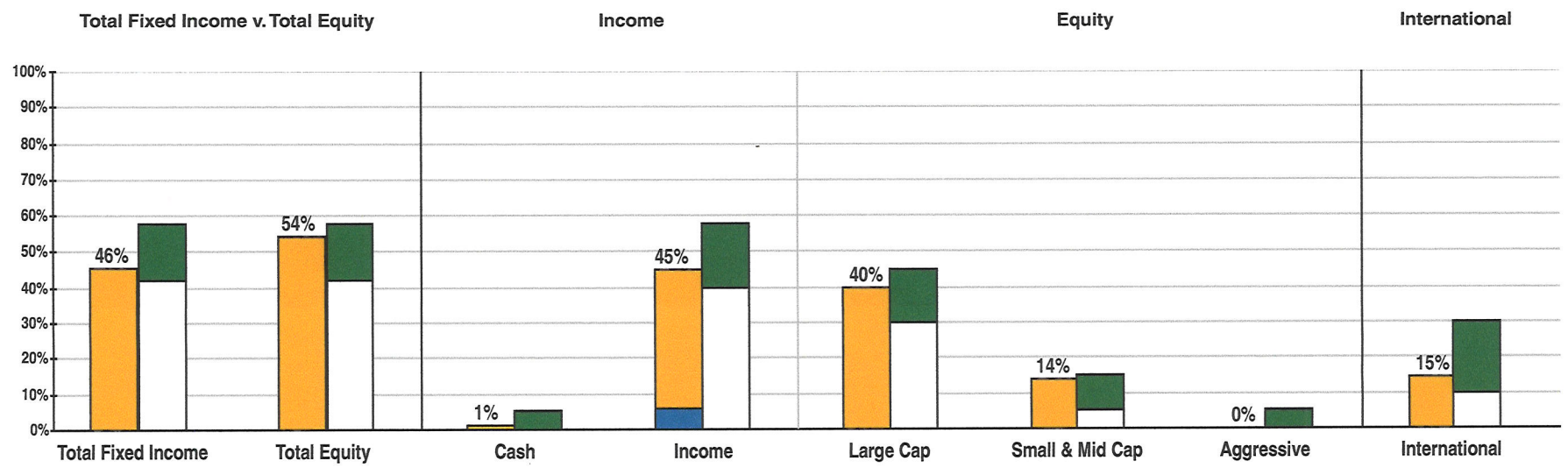
Diversification by Investment Category

Portfolio Objective: Balanced Growth & Income

Michael A Schuldt
Financial Advisor

Prepared for: WILEY SCHOLARSHIP FUND – COMBINED ACCTS
Saving for SCHOLARSHIPS

January 31, 2026



Investment Category	Value	Actual	Suggested Range	Recommended Target
Fixed Income				
Cash	$11,798	0.90%	0–5%	Middle
Income	$585,993	44.88%	40–58%	Low
Total Fixed Income	$597,792	45.78%	42–58%	Low
Equity				
Large Cap	$523,979	40.13%	30–45%	Middle
Small & Mid Cap	$183,779	14.08%	5–15%	High
Aggressive	$0	0.00%	0–5%	High
Total Equity	$707,758	54.21%	42–58%	High
Portfolio Total	**$1,305,550**			
International	$189,864	14.54%	10–30%	Middle
Aggressive Income (included in Income)	$76,467	5.86%	0–15%	Low

The Suggested Range reflects the Edward Jones Investment Policy Committee's recommended weightings for each investment category based on your Portfolio Objective. To take advantage of timely market opportunities and risks, we also recommend specific Targets within those Suggested Ranges.

Performance Summary

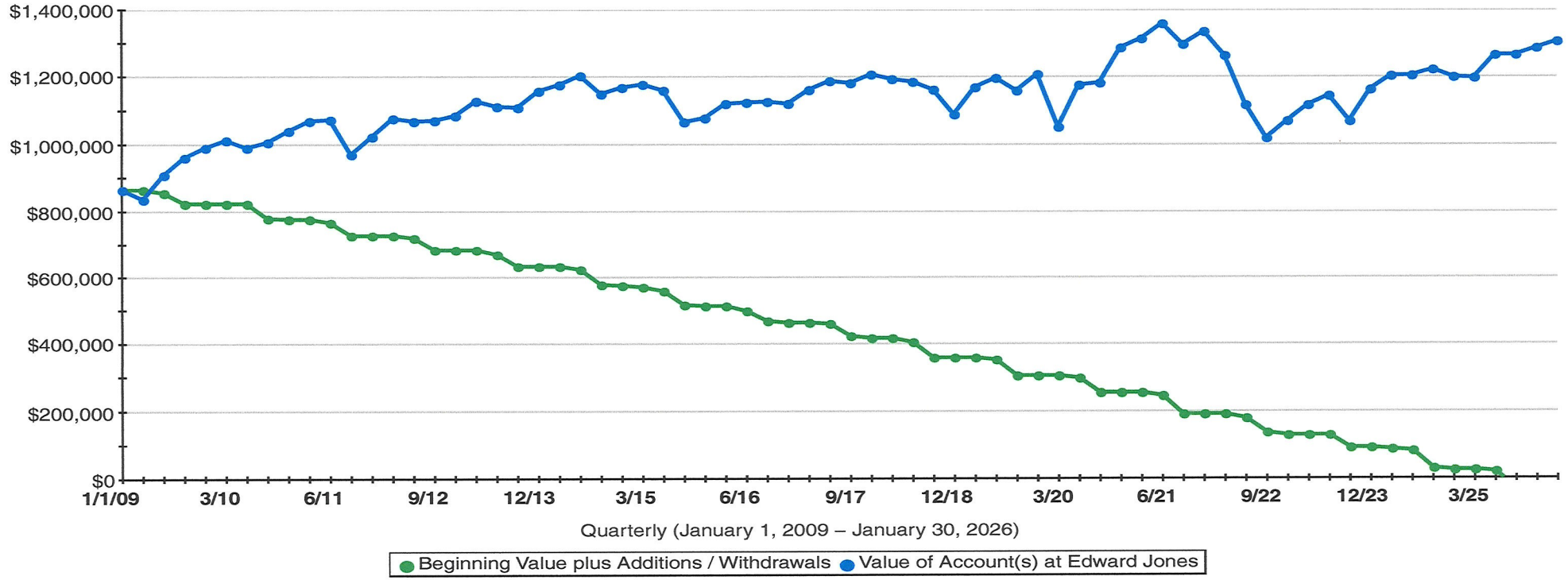
Portfolio Objective: Balanced Growth & Income

Michael A Schuldt
Financial Advisor

Prepared for: WILEY SCHOLARSHIP FUND – COMBINED ACCTS
Saving for SCHOLARSHIPS

January 31, 2026

This summary details the value of your account(s) at Edward Jones. It excludes information about assets held by a vendor outside of Edward Jones.



Value of Account(s) at Edward Jones	2023	2024	2025	2026	Since 01–Jan–2009
Beginning Value	$1,070,466.76	$1,163,242.84	$1,199,720.22	$1,286,136.61	$864,350.66
Amount Added / Withdrawn	($37,800.00)	($66,064.79)	($58,800.00)	$0.00	($897,645.72)
Return in $	$130,576.08	$102,542.17	$145,216.39	$19,474.44	$1,338,906.12
Ending Value	**$1,163,242.84**	**$1,199,720.22**	**$1,286,136.61**	**$1,305,611.05**	**$1,305,611.05**
					Annualized Return
Your Personal Rate of Return as of Jan 30, 2026	12.38%	9.05%	12.35%	1.51%	7.66%

Please refer to "Putting Your Performance into Perspective" for Important Information.

Cass County School District #1

Do you receive our newsletter?

Where's the market heading? How can I prepare for the unexpected? What will retirement look like for me? Our monthly newsletter helps answer these questions, keeping you informed about investing topics most relevant to your goals. Visit edwardjones.com/newsletter to read the latest articles and ask your local branch team to sign you up to receive our Perspective newsletter by email each month.

Association - Advisory Solutions Fund Model

Portfolio Objective - Account: Balanced Growth and Income

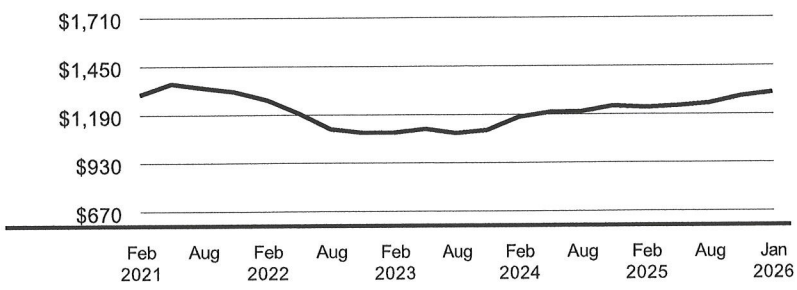
For more information about the Advisory Program Account program go to www.edwardjones.com/advisorybrochures.

Account Value

$1,305,611.05

1 Month Ago	$1,286,138.39
1 Year Ago	$1,225,020.12
3 Years Ago	$1,124,741.45
5 Years Ago	$1,280,918.01

Value of Your Account (in 000s)



Value Summary

	This Period	This Year
Beginning Value	$1,286,138.39	$1,286,138.39
Assets Added to Account	0.00	0.00
Assets Withdrawn from Account	0.00	0.00
Fees and Charges	-964.74	-964.74
Change In Value	20,437.40	20,437.40
Ending Value	**$1,305,611.05**	

For more information regarding the Value Summary section, please visit www.edwardjones.com/mystatementguide .

Rate of Return

Your Personal Rate of Return for Assets Held at Edward Jones	This Quarter	Year to Date	Last 12 Months	3 Years Annualized	5 Years Annualized
	1.51%	1.51%	11.15%	10.13%	4.96%

Performance Benchmarks

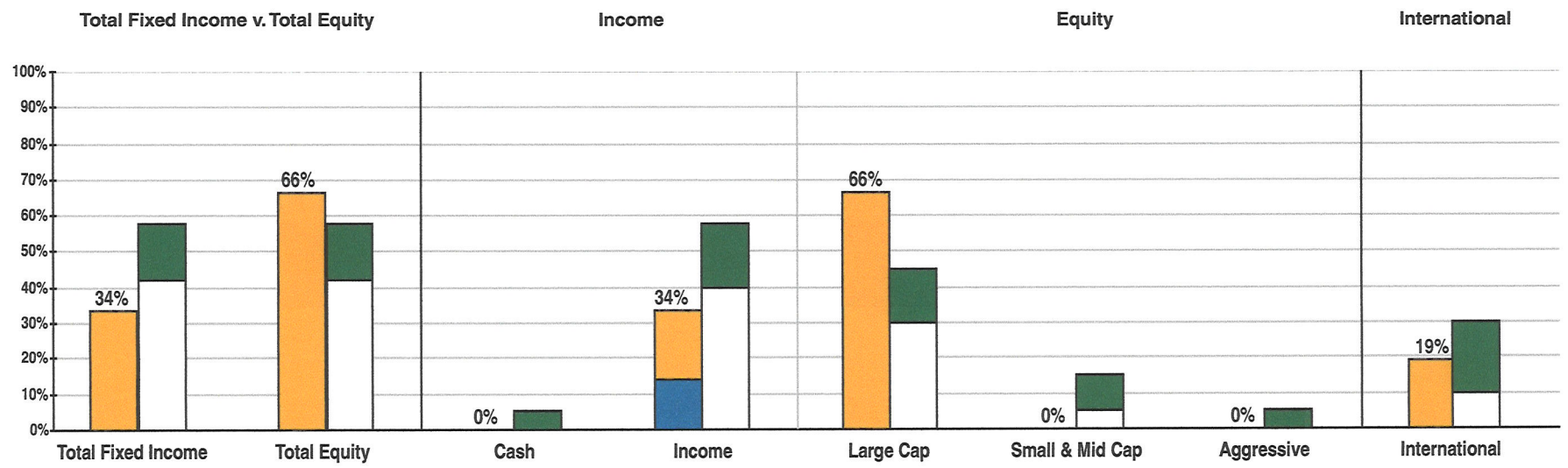
Diversification by Investment Category

Portfolio Objective: Balanced Growth And Income

Michael A Schuldt
Financial Advisor

Prepared for: WILES SCHOLARSHIP FUND
Account Number: 693–12506

January 31, 2026



Investment Category	Value	Actual	Suggested Range	Recommended Target
Fixed Income				
Cash	$1	0.00%	0–5%	Middle
Income	$13,380	33.58%	40–58%	Low
Total Fixed Income	$13,381	33.58%	42–58%	Low
Equity				
Large Cap	$26,462	66.42%	30–45%	Middle
Small & Mid Cap	$0	0.00%	5–15%	High
Aggressive	$0	0.00%	0–5%	High
Total Equity	$26,462	66.42%	42–58%	High
Portfolio Total	**$39,843**			
International	$7,558	18.97%	10–30%	Middle
Aggressive Income (included in Income)	$5,454	13.69%	0–15%	Low

The Suggested Range reflects the Edward Jones Investment Policy Committee's recommended weightings for each investment category based on your Portfolio Objective. To take advantage of timely market opportunities and risks, we also recommend specific Targets within those Suggested Ranges.

Performance Summary

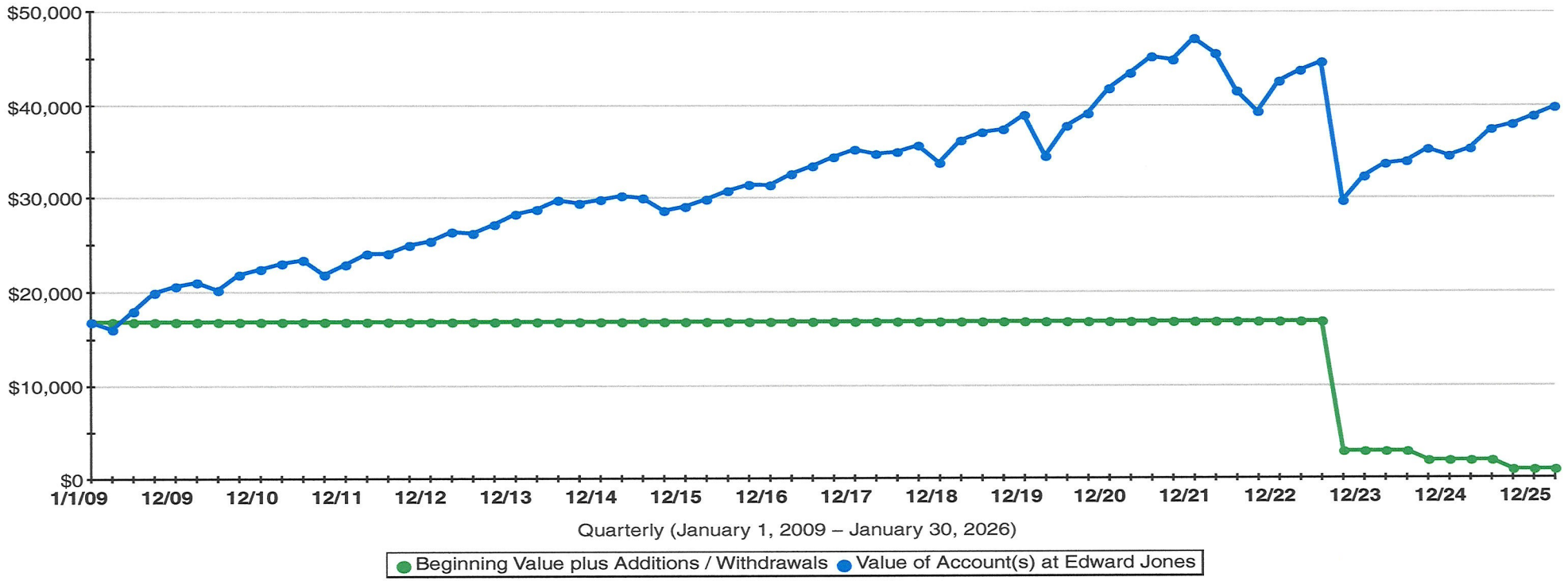
Portfolio Objective: Balanced Growth And Income

Michael A Schuldt
Financial Advisor

Prepared for: WILES SCHOLARSHIP FUND
Account Number: 693–12506

January 31, 2026

This summary details the value of your account(s) at Edward Jones. It excludes information about assets held by a vendor outside of Edward Jones.



Value of Account(s) at Edward Jones	2023	2024	2025	2026	Since 01–Jan–2009
Beginning Value	$42,610.72	$32,265.32	$34,486.71	$38,887.09	$16,892.92
Amount Added / Withdrawn	($14,000.00)	($1,000.00)	($1,000.00)	$0.00	($16,000.00)
Return in $	$3,654.60	$3,221.39	$5,400.38	$956.09	$38,950.27
Ending Value	**$32,265.32**	**$34,486.71**	**$38,887.09**	**$39,843.19**	**$39,843.19**
					Annualized Return
Your Personal Rate of Return as of Jan 30, 2026	9.64%	10.07%	15.80%	2.32%	7.56%

Please refer to "Putting Your Performance into Perspective" for Important Information.

Cass County School District #1

Understanding your statement

Your statement should reflect what's important to you in language you can understand. The clearer it is, the more empowered you'll be to make decisions for your future. You can find some helpful tips at edwardjones.com/mystatementguide or by reaching out to your financial advisor.

Association - Select

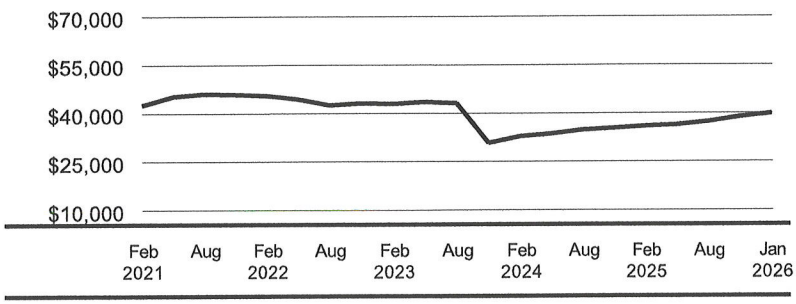
Portfolio Objective - Account: Balanced Growth and Income

Account Value

$39,843.19

1 Month Ago	$38,887.09
1 Year Ago	$35,450.85
3 Years Ago	$44,130.69
5 Years Ago	$42,014.88

Value of Your Account



Value Summary

	This Period	This Year
Beginning Value	$38,887.09	$38,887.09
Assets Added to Account	0.00	0.00
Assets Withdrawn from Account	0.00	0.00
Fees and Charges	0.00	0.00
Change In Value	956.10	956.10
Ending Value	**$39,843.19**	

For more information regarding the Value Summary section, please visit www.edwardjones.com/mystatementguide .

Vendor Name	Vendor Description	Amount
Checking 1		
Checking 1 Fund: 01 GENERAL		
3 ARE ONE, INC	ADVERTIZING	605.99
AGRIVISION GROUP LLC	SERVICE/SUPPLIES	9.99
AMAZON CAPITAL SERVICES INC	SUPPLIES	2,929.56
BLACKWELL, KATHRYN	MILEAGE REIMBURSEMENT	974.40
BLOOM TO GROW SERVICES, LLC	CONTRACTED SERVICES	16,756.50
BOMGAARS	SUPPLIES	94.71
BOO, INC	SERVICE/SUPPLIES	204.85
BORN TO RUN LLC	SERVICE	2,990.00
CANON FINANCIAL SERVICES, INC	COPIER LEASES	5,816.30
CAPITAL BUSINESS SYSTEMS INC	COPIER SUPPLIES/SERVICE	4,318.98
CITY OF PLATTSMOUTH	WATER & SEWER	1,643.16
COUNCIL BLUFFS WINNELSON	SUPPLIES	120.75
CRICK, RYAN	MUSIC ACCOMPANIST SERVICES	470.00
DATA DOCUMENTS LLC	SUPPLIES	159.75
DIGGINS, JUSTIN	MILEAGE REIMBURSEMENT	748.20
DUECHTING, CYNTHIA	LEP SERVICES	3,528.94
EDUCATIONAL SERVICE UNIT #3	SERVICE	39,287.32
FASTENAL COMPANY	SUPPLIES	4,797.97
FIBER PLATFORM LLC	EDUC VIDEO BUNDLE	1,786.99
FIREGUARD INC	SUPPLIES/SERVICE	1,329.05
FIRST STUDENT INC	TRANSPORTATION	66,009.49
FOLLETT CONTENT SOLUTIONS LLC	SUPPLIES	514.60
FTV LLC/FRANKLIN VALMORES DBA SPEECH WITH MISS E, LLC	SLP	8,181.00
HEARTLAND FOUNDATION	TUITION	8,930.00
HENRY-HOBSCHEIDT MOTORS, INC	SALES/SERVICE	356.99
HILLER ELECTRIC COMPANY	SERVICE	5,275.48
HMH EDUCATION	SUPPLIES	506.66

Vendor Name	Vendor Description	Amount
HOME DEPOT U.S.A. D/B/A HOME DEPOT PRO	SUPPLIES	1,576.53
INDUSTRIAL ARTS SUPPLY CO	SUPPLIES	130.37
J.W. PEPPER & SON INC	SUPPLIES	204.18
JUST FOR KIDS THERAPY INC	SERVICES	21,545.00
LONG, TYLER	REIMBURSEMENT	574.50
MATHESON TRI-GAS INC	SUPPLIES	2,337.40
MENARDS BELLEVUE	SUPPLIES	836.26
MILL CREEK AUTO PARTS, INC.	AUTO PARTS	186.22
MOSS, DONNA	SPEECH LANGUAGE SERVICES	8,322.75
MULLENAX AUTO SUPPLY	SUPPLIES	4.99
NEBR ASSOC OF SCHOOL BOARDS	INSERVICE/FEES	6,605.00
NEBR U.C. FUND	UNEMPLOYMENT	5.29
NEBRASKA AIR FILTER INC	FURNACE FILTERS	166.08
NEBRASKA PUBLIC POWER DISTRICT	ELECTRICITY	850.67
O'REILLY AUTOMOTIVE INC	SUPPLIES	104.19
OMAHA PUBLIC POWER DISTRICT	UPS/SERVICE	45.80
OMAHA WINLECTRIC CO	SUPPLIES	132.48
ONE SOURCE THE BACKGROUND CHECK COMPANY	SERVICE	402.00
PAINTIN PLACE CERAMICS	SUPPLIES	240.00
PERMITE LLC	SERVICE	500.00
PERRY, GUTHERY, HAASE & GESSFORD PC LLO	SERVICES	1,782.00
PHS DECA	REIMBURSEMENT	62.00
PINC PROFESSIONAL INTERPRETER AND TRANSLATOR LLC	INTERPRETER	365.70
PLATTSMOUTH CHAMBER OF COMMERC	DUES	150.00
PRESENCELEARNING, INC	SPED CONTRACT	10,771.00
PROFESSIONAL HEATING AND AIR	SERVICE	24,053.00
PROFESSIONAL LOCK AND SAFE LLC	SERVICES	250.00
PV BUSINESS SOLUTIONS INC	SUPPLIES	298.50

Vendor Name	Vendor Description	Amount	
RAINBOW GLASS & SUPPLY INC	SERVICE/SUPPLIES	175.00	
RALSTON PUBLIC SCHOOLS	HEARING IMPAIRED SERVICES	6,331.73	
SCHOOL SPECIALTY LLC	SUPPLIES	321.35	
SHRED IT US JV LLC	SHREDDING	185.08	
STA ROMANA, AMYRALENE	MILEAGE TO PARENTS	86.28	
STAUB - MULLER, LACEY	MILEAGE REIMBURSEMENT	1,850.20	
TURFWERKS	SUPPLIES/EQUIPMENT	390.12	
US BANK NA	FUEL PURCHASES	1,482.35	
VERIZON WIRELESS	CELL SERVICE	515.30	
VISION SERVICE PLAN INSURANCE COMPANY	EMPLOYEE BENEFIT	9.22	
WASTE MANAGEMENT OF NEBRASKA INC	TRASH SERVICE	1,999.73	
WINDSTREAM	TELEPHONE SERVICE	3,215.73	
WITTE PHYSICAL THERAPY	SERVICES/SUPPLIES	2,541.67	
		Fund Total:	**279,953.30**

Checking 1 Fund: 06 CAFETERIA

AAA SEWER & DRAIN CLEANING INC	SERVICE	250.00	
AMAZON CAPITAL SERVICES INC	SUPPLIES	35.31	
COCA COLA OF OMAHA	BEVERAGES	1,243.69	
HILAND DAIRY FOODS COMPANY LLC	DAIRY PRODUCTS	7,037.89	
PLATTSMOUTH HEADSTART		10,589.58	
ROTELLA'S ITALIAN BAKERY INC	BREAD	1,471.47	
SYSCO LINCOLN	SUPPLIES	44,151.61	
		Fund Total:	**64,779.55**
		Checking Account Total:	**344,732.85**

Checking 3

Checking 3 Fund: 05 ACTIVITY FUND

A-RELIEF SERVICES INC	SERVICES	34.50	
ALLDREDGE, LUCY		67.50	
ALLEN, ZACHARY		225.00	
AMAZON CAPITAL SERVICES INC	SUPPLIES	2,702.65	
BASHUS, BRENNEN	OFFICIAL	225.00	

Vendor Name	Vendor Description	Amount
BECKER, STEVEN	OFFICIAL	150.00
CLARE, PATRICK		100.00
COCA COLA OF OMAHA	BEVERAGES	1,023.26
COOLEY, STEVEN	OFFICIAL	225.00
COPELAND, KADIN	OFFICIAL	505.00
COUFAL, AUSTIN	OFFICIAL	225.00
DIETZE MUSIC HOUSE	SUPPLIES	642.00
ELMWOOD MURDOCK HIGH SCHOOL	ENTRY FEE	224.00
FAIRBURY PUBLIC SCHOOLS		59.62
FIRST STUDENT INC	TRANSPORTATION	324.25
FOGARTY, KAYLA		67.50
GRANT, JOSEPH	OFFICIAL	1,217.80
GRETNA PUBLIC SCHOOLS	ENTRY FEE	224.00
HALE, JAMAAL		300.00
HAUFF MID-AMERICA SPORTS INC	SUPPLIES	5,930.88
HOSPODKA, JOEL	OFFICIAL	450.00
J.W. PEPPER & SON INC	SUPPLIES	952.90
JIM KRUTZ PERCUSSION SPECIALIST		250.00
JOHNSON, ARNOLD	OFFICIAL	150.00
KERKMAN, BRYCE	OFFICIAL	100.00
KETTERER, ROB	OFFICIAL	100.00
LEWIS CENTRAL COMMUNITY SCHOOL DISTRICT	ENTRY FEES	700.00
LINCOLN DECA	EVENTS	45.00
LINCOLN SOUTHWEST HS	EVENTS	160.00
LONG, DEWAYNE	OFFICIAL	75.00
LUTZ, ZACHARY	OFFICIAL	100.00
MAR, JACK	OFFICIAL	200.00
MCKNIGHT, SAMANTHA	JUDGE	67.50

Vendor Name	Vendor Description	Amount
MCNURLIN, BRENT	OFFICIAL	100.00
MELVIN, DeANDRAE	OFFICIAL	300.00
MENARDS BELLEVUE	SUPPLIES	680.74
METZGER, CHAD	OFFICIAL	200.00
MILLARD SOUTH HIGH SCHOOL	ENTRY FEES	60.00
MILLARD SOUTH WRESTLING CLUB	REGISTRATION	450.00
MITTEIS, DOUG	OFFICIAL	580.00
MONTGOMERY, CARTER		200.00
NEWBURN, BRONSON	OFFICIAL	675.00
NIELSEN SIGN & DESIGN	SERVICE	150.00
OMAHA SYMPHONY	ADMISSION	13.00
OTTEMAN, GREGORY B	OFFICIAL	75.00
PHILLIPS, ALEX	OFFICIAL	100.00
PICHE, DYLAN	OFFICIAL	75.00
PREMIERE MARKETING LLC DBA BULKBOOKS	BOOKS	263.55
RANDALL, ANTHONY	OFFICIAL	300.00
RIEKER, MITCHELL		75.00
SCHMITT MUSIC CENTERS	SUPPLIES	150.25
SCHULTE, BRANDON	OFFICIAL	100.00
SHEDEED, CORY	OFFICIAL	425.00
SIDELINE POWER LLC	SUPPLIES	400.00
SNAP-ON INCORPORATED	SUPPLIES	213.82
STEVE WEISS MUSIC		488.95
SWAN, JARED	OFFICIAL	175.00
TAFT, TARYN		75.00
TRAILBLAZER CONFERENCE	DUES	102.00
WALTON, DAVE	OFFICIAL	425.00
WEST MUSIC COMPANY INC	SUPPLIES	192.50

Vendor Name	Vendor Description	Amount
WHITMORE, NOAH	OFFICIAL	67.50
WIRTH, ALAN	OFFICIAL	200.00
WOLF, RYAN	OFFICIAL	200.00
WOODY, RACHAEL		450.00

Fund Total: 25,785.67

Checking Account Total: 25,785.67

Vendor Name	Vendor Description	Amount		
Checking 1				
Checking 1 Fund: 01 GENERAL				
CHARTER COMMUNICATIONS HOLDING COMPANY LLC	SERVICE	36.02		
FRANKEL, LLC	AUDIT SERVICES	16,607.64		
HEARTLAND FOUNDATION	TUITION	5,875.00		
HY-VEE STORES	FUEL/SUPPLIES	83.38		
MARTIN JONES, LLC DBA IDEABANK MARKETING		7,867.50		
MENARDS BELLEVUE	SUPPLIES	147.86		
NCS PEARSON INCORPORATED	SUPPLIES	731.25		
NEBRASKA PUBLIC POWER DISTRICT	ELECTRICITY	25,197.83		
NEBRASKA SAFETY CENTER	DRIVER TRAINING	2,007.20		
PRESENCELEARNING, INC	SPED CONTRACT	7,257.00		
UNIVERSITY OF NEBRASKA - KEARNEY	REGISTRATION	574.50		
WOODRIVER ENERGY LLC	FUEL	3,245.29		
			Fund Total:	**69,630.47**
Checking 1 Fund: 06 CAFETERIA				
EBY, TIFFANY	LUNCH REIMBURSEMENT	218.99		
			Fund Total:	**218.99**
			Checking Account Total:	**69,849.46**
Checking 3				
Checking 3 Fund: 05 ACTIVITY FUND				
A-RELIEF SERVICES INC	SERVICES	138.00		
ALLDREDGE, LUCY		67.50		
BELLEVUE PUBLIC SCHOOLS	SERVICES	250.00		
BLACK SQUIRREL ENTERPRISES, LLC	SERVICE	4,201.20		
GRAVES GRADUATION LLC	SUPPLIES	39.00		
HALL, NATHAN		75.00		
HAUFF MID-AMERICA SPORTS INC	SUPPLIES	264.00		
HORNER, JADEN		150.00		
J.W. PEPPER & SON INC	SUPPLIES	220.68		
JONES T-SHIRTS, INC.	SUPPLIES	342.29		
MOYER, ANDREW	JUDGE	67.50		

Vendor Name	Vendor Description	Amount
RANDALL, ANTHONY	OFFICIAL	75.00
WEEPING WATER SCHOOLS	REIMBURSEMENT	140.00

Fund Total:	**6,030.17**
Checking Account Total:	**6,030.17**

Vendor Name	Vendor Description	Amount
Checking 3		
Checking 3 Fund: 05 ACTIVITY FUND		
NEBRASKA SCHOOL ACTIV. ASSOC.		60.00
	Fund Total:	**60.00**
	Checking Account Total:	**60.00**

Vendor Name	Vendor Description	Amount		
Checking 1				
Checking 1 Fund: 01 GENERAL				
FIRST NATIONAL BANK OF OMAHA	EXPENSES	10.69		
US BANK NATIONAL ASSOCIATION	CREDIT CARD	2,951.48		
			Fund Total:	**2,962.17**
Checking 1 Fund: 06 CAFETERIA				
US BANK NATIONAL ASSOCIATION	CREDIT CARD	218.93		
			Fund Total:	**218.93**
			Checking Account Total:	**3,181.10**
Checking 3				
Checking 3 Fund: 05 ACTIVITY FUND				
US BANK NATIONAL ASSOCIATION	CREDIT CARD	16,301.34		
			Fund Total:	**16,301.34**
			Checking Account Total:	**16,301.34**

Fund: 01 GENERAL

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	TAXED LEVIED BY SCHOOL DISTRICT	11,479,421.00	456,574.50	3,357,641.77	29.25	8,121,779.23
01 1115	CARLINE TAXES	7,000.00	0.00	901.52	12.88	6,098.48
01 1120	PUBLIC POWER DIST SALES TAX	175,000.00	0.00	(2,455.04)	(1.40)	177,455.04
01 1125	MOTOR VEHICLE TAX	900,000.00	102,238.02	459,657.59	51.07	440,342.41
01 1370	PRESCHOOL TUITION	100,000.00	15,717.15	53,757.10	53.76	46,242.90
01 1510	INTEREST ON INVESTMENTS	50,000.00	5,361.82	47,398.38	94.80	2,601.62
01 1510 0003	INTEREST ON INVESTMENTS/HD ST	1,000.00	2.85	14.64	1.46	985.36
01 1510 0004	INTEREST ON INVESTMENTS/HD ST	0.00	0.00	0.00	0.00	0.00
01 1800	REVENUE FR COMM SERVICE/GED/BDA	0.00	0.00	0.00	0.00	0.00
01 1910	RENTAL OF SCHOOL FACILITIES/PROPERTY	5,000.00	0.00	160.00	3.20	4,840.00
01 1911	LOCAL LICENSE FEES	1,000.00	0.00	0.00	0.00	1,000.00
01 1920	CONTRIB FR PRIVATE SOURCES	0.00	0.00	0.00	0.00	0.00
01 1921	CITY POLICE COURT FINES	0.00	0.00	0.00	0.00	0.00
01 1990	MISCELLANEOUS LOCAL REVENUE	6,000.00	0.00	4,495.00	74.92	1,505.00
01 1990 0003	MISC LOCAL REVENUE/HD ST	0.00	0.00	0.00	0.00	0.00
01 1990 0004	MISCELLANEOUS LOCAL REVENUE/HD ST	0.00	0.00	0.00	0.00	0.00
	Subtotal: 1000	12,724,421.00	579,894.34	3,921,570.96	30.82	8,802,850.04
01 2110	COUNTY FINE & LICENSE FEES	130,000.00	7,499.90	43,217.57	33.24	86,782.43
01 2210	ESU RECEIPTS	1,500.00	0.00	0.00	0.00	1,500.00
	Subtotal: 2000	131,500.00	7,499.90	43,217.57	32.87	88,282.43
01 3110	STATE AID TO DISTRICTS	4,991,772.00	449,177.00	2,245,885.00	44.99	2,745,887.00
01 3120	SPECIAL ED PROGRAMS	2,900,000.00	364,879.00	731,035.00	25.21	2,168,965.00
01 3125	SPECIAL ED TRANSPORTATION	198,000.00	0.00	0.00	0.00	198,000.00
01 3130	HOMESTEAD EXEMPTION	600,000.00	0.00	0.00	0.00	600,000.00
01 3131	PROPERTY TAX CREDIT	1,725,000.00	135.38	10,537.70	0.61	1,714,462.30
01 3132	PERSONAL PROPERTY TAX CREDIT	100,000.00	0.00	0.00	0.00	100,000.00
01 3134	RAILROAD TAX/PUBLIC SERVICE ENTITIES	1,000.00	0.00	0.00	0.00	1,000.00
01 3155	RULE 4 TEXTBOOK LOAN	1,000.00	0.00	0.00	0.00	1,000.00
01 3165	PRESCHOOL FLEX FUNDING	40,681.00	0.00	0.00	0.00	40,681.00
01 3166	SCHOOL AGE FLEX	187,450.00	0.00	0.00	0.00	187,450.00
01 3175	ABE/STATE GRANT	500.00	0.00	0.00	0.00	500.00
01 3180	PRO-RATA MOTOR VEHICLE	25,000.00	5,381.89	7,434.89	29.74	17,565.11
01 3400	STATE APPORTIONMENT	500,000.00	374,638.68	374,638.68	74.93	125,361.32
01 3535	HIGH ABILITY LEARNERS	10,000.00	0.00	9,877.00	98.77	123.00
01 3540	STATE EARLY CHILDHOOD GRANT	44,337.00	0.00	1,726.00	3.89	42,611.00
01 3541	BIRTH TO 3 ENDOWMENT	87,000.00	0.00	2,527.00	2.90	84,473.00
01 3551	CAREER EDUCATION	8,449.00	0.00	7,500.00	88.77	949.00
01 3575	NEBR INNOVATION GRANT	0.00	0.00	0.00	0.00	0.00
01 3599	STATE REIMBURSEMENT SCHOOL SAFETY	0.00	0.00	0.00	0.00	0.00
01 3990	OTHER STATE SOURCES	14,000.00	0.00	5,019.00	35.85	8,981.00
	Subtotal: 3000	11,434,189.00	1,194,211.95	3,396,180.27	29.70	8,038,008.73
01 4105	USF - E RATE	0.00	0.00	0.00	0.00	0.00
01 4305	IMPACT AID PL 874	0.00	0.00	0.00	0.00	0.00
01 4307	AMERICAN INDIAN EDUCATION	0.00	0.00	0.00	0.00	0.00
01 4309 0003	HEAD START	1,600,000.00	110,511.31	403,141.56	25.20	1,196,858.44
01 4309 0004	HEAD START	0.00	0.00	0.00	0.00	0.00
01 4421	IDEA PART-B ARP - BIRTH THROUGH AGE 21	50,000.00	0.00	0.00	0.00	50,000.00
01 4505	TITLE I ESEA	205,089.00	0.00	219,019.00	106.79	(13,930.00)
01 4506	TITLE I ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00
01 4509	TITLE II PART A	48,413.00	0.00	41,593.00	85.91	6,820.00
01 4512	IDEA POVERTY/BASE	5,000.00	0.00	0.00	0.00	5,000.00
01 4515	IDEA PART B SUPPLEMENTAL	0.00	0.00	0.00	0.00	0.00
01 4516	IDEA PART B (619) PRESCHOOL	13,082.00	0.00	4,733.00	36.18	8,349.00
01 4518	IDEA BASE AND E/P	374,784.00	0.00	173,035.00	46.17	201,749.00

Fund: 01 GENERAL

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 4519	IDEA PART B E/POVERTY	0.00	0.00	0.00	0.00	0.00
01 4521	IDEA NON PUBLIC	15,183.00	0.00	17,206.00	113.32	(2,023.00)
01 4524	ROTC REIMBURSEMENT FROM DOD	90,000.00	9,346.53	28,039.59	31.16	61,960.41
01 4525	PERKINS REVISION GRANT	103,104.00	0.00	11,765.00	11.41	91,339.00
01 4529	ADULT BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00
01 4530	OTHER FEDERAL RECEIPTS	130,000.00	0.00	0.00	0.00	130,000.00
01 4531	21ST CENTURY LEARNING GRANT/MS	5,000.00	0.00	0.00	0.00	5,000.00
01 4701	CENTRAL NEB ROBOTICS GRANT	5,000.00	0.00	0.00	0.00	5,000.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	50,000.00	1,928.09	9,640.45	19.28	40,359.55
01 4709	MEDICAID ADM ACTIVITIES	15,000.00	1,372.38	3,788.65	25.26	11,211.35
01 4969	TITLE IV STUDENT SUPPORT	14,135.00	0.00	5,444.00	38.51	8,691.00
01 4995	PRESIDENTIAL DISASTER AID/ESSERS	0.00	0.00	0.00	0.00	0.00
01 4997	ESSER II	0.00	0.00	0.00	0.00	0.00
01 4998	ESSERS III	0.00	0.00	0.00	0.00	0.00
	Subtotal: 4000	2,723,790.00	123,158.31	917,405.25	33.68	1,806,384.75
01 5150	TAX ANTICIPATION NOTES	1,500,000.00	0.00	1,500,550.00	100.04	(550.00)
01 5200	FUND TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
01 5300	SALE OF PROPERTY	0.00	10,766.80	10,766.80	0.00	(10,766.80)
01 5690	OTHER NON-REVENUE RECEIPTS	150,000.00	29.22	2,387.89	1.59	147,612.11
	Subtotal: 5000	1,650,000.00	10,796.02	1,513,704.69	91.74	136,295.31
01 9003	INTERFUND LOAM	800,000.00	0.00	0.00	0.00	800,000.00
	Subtotal: CASH ON HAND	800,000.00	0.00	0.00	0.00	800,000.00
	Fund Total:	29,463,900.00	1,915,560.52	9,792,078.74	33.23	19,671,821.26

Fund: 02 DEPRECIATION FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
02 1510	INVESTMENT INCOME	0.00	7.75	45.71	0.00	(45.71)
Subtotal:	1000	0.00	7.75	45.71	0.00	(45.71)
02 5200	FUND TRANFERS IN	0.00	0.00	54,077.00	0.00	(54,077.00)
Subtotal:	5000	0.00	0.00	54,077.00	0.00	(54,077.00)
	Fund Total:	0.00	7.75	54,122.71	0.00	(54,122.71)

Fund: 03 EMPLOYEE BENEFITS FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
03 5200	FUND TRANSFERS IN	0.00	7,101.38	32,105.64	0.00	(32,105.64)
Subtotal:	5000	0.00	7,101.38	32,105.64	0.00	(32,105.64)
	Fund Total:	0.00	7,101.38	32,105.64	0.00	(32,105.64)

Fund: 05 ACTIVITY FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
05 1510 8010	INTEREST	0.00	105.32	485.33	0.00	(485.33)
05 1710 8022	HEAD START ACTIVITIES	0.00	70.20	1,106.26	0.00	(1,106.26)
05 1710 8101	ELEM STUDENT COUNCIL	0.00	421.95	981.62	0.00	(981.62)
05 1710 8102	ELEM TEACHERS	0.00	302.82	910.23	0.00	(910.23)
05 1710 8103	ELEM MISC	0.00	0.00	14,378.00	0.00	(14,378.00)
05 1710 8107	SOCIAL WORK FAMILY RESOURCE ACCT	0.00	0.00	1,120.00	0.00	(1,120.00)
05 1710 8113	ELEM FIELD TRIPS	0.00	0.00	875.74	0.00	(875.74)
05 1710 8202	MS ATHLETICS	0.00	2,139.34	16,884.59	0.00	(16,884.59)
05 1710 8204	MS BAND	0.00	0.00	1,031.60	0.00	(1,031.60)
05 1710 8206	UNIFIED SPORTS	0.00	0.00	550.00	0.00	(550.00)
05 1710 8216	MS STUDENT COUNCIL	0.00	0.00	479.00	0.00	(479.00)
05 1710 8226	MS YEARBOOK	0.00	180.00	390.00	0.00	(390.00)
05 1710 8302	CAREER ACADEMIES	0.00	1,464.03	2,104.35	0.00	(2,104.35)
05 1710 8312	HS BAND	0.00	782.98	2,585.98	0.00	(2,585.98)
05 1710 8314	HS CHEER TEAM	0.00	0.00	4,862.91	0.00	(4,862.91)
05 1710 8315	HS DANCE TEAM	0.00	0.00	6,845.67	0.00	(6,845.67)
05 1710 8318	CHORUS/SHOW CHOIR	0.00	1,704.71	6,298.71	0.00	(6,298.71)
05 1710 8320	AUTO/SHOP	0.00	475.00	11,900.00	0.00	(11,900.00)
05 1710 8328	CLASS OF 2027	0.00	879.71	2,383.31	0.00	(2,383.31)
05 1710 8332	CONCESSIONS	0.00	2,135.47	14,202.71	0.00	(14,202.71)
05 1710 8333	BLUE DEVIL CATERING	0.00	34.00	4,559.65	0.00	(4,559.65)
05 1710 8334	DECA	0.00	1,271.50	19,656.96	0.00	(19,656.96)
05 1710 8336	MANUFACTURING	0.00	75.00	2,715.10	0.00	(2,715.10)
05 1710 8342	FCCLA	0.00	0.00	790.17	0.00	(790.17)
05 1710 8344	FOOTBALL FUNDRAISER	0.00	0.00	(2,261.00)	0.00	2,261.00
05 1710 8346	HOSA	0.00	0.00	400.00	0.00	(400.00)
05 1710 8348	BOYS BASKETBALL FR	0.00	1,972.10	2,993.28	0.00	(2,993.28)
05 1710 8349	GIRLS BB FUNDRAISER	0.00	6.00	6.00	0.00	(6.00)
05 1710 8352	JAG	0.00	101.02	507.99	0.00	(507.99)
05 1710 8353	JR ROTC	0.00	0.00	6,732.54	0.00	(6,732.54)
05 1710 8354	HONOR SOCIETY	0.00	0.00	329.99	0.00	(329.99)
05 1710 8356	GUIDANCE	0.00	50.00	350.00	0.00	(350.00)
05 1710 8363	SPEECH	0.00	0.00	386.60	0.00	(386.60)
05 1710 8374	HS STUDENT COUNCIL	0.00	0.00	5,342.53	0.00	(5,342.53)
05 1710 8380	JUNIOR OPTIMIST INTERNATIONAL	0.00	150.11	2,816.09	0.00	(2,816.09)
05 1710 8381	HS TRACK FR	0.00	0.00	750.00	0.00	(750.00)
05 1710 8382	GIRLS SOCCER FR	0.00	0.00	800.00	0.00	(800.00)
05 1710 8384	VOLLEYBALL FR	0.00	0.00	2,387.00	0.00	(2,387.00)
05 1710 8386	SKILLS USA	0.00	0.00	400.00	0.00	(400.00)
05 1710 8387	GOLF FR	0.00	0.00	800.00	0.00	(800.00)
05 1710 8388	BOYS WRESTLING	0.00	0.00	6,325.00	0.00	(6,325.00)
05 1710 8389	HS YEARBOOK	0.00	0.00	2,019.63	0.00	(2,019.63)
05 1710 8390	BASEBALL FR	0.00	21.48	147.89	0.00	(147.89)
05 1710 8391	MISC ACTIVITIES	0.00	6,758.00	84,648.11	0.00	(84,648.11)
05 1710 8392	GIRLS WRESTLING	0.00	100.00	2,113.00	0.00	(2,113.00)
05 1710 8401	BOYS SOCCER FR	0.00	135.78	135.78	0.00	(135.78)
05 1710 8404	CROSS COUNTRY FR	0.00	0.00	(48.14)	0.00	48.14
05 1710 8405	SOFTBALL FR	0.00	0.00	1,032.13	0.00	(1,032.13)
05 1710 8409	HS COLOR GUARD	0.00	366.00	1,586.30	0.00	(1,586.30)
05 1920 8228	MS DONATIONS	0.00	63.38	5,449.40	0.00	(5,449.40)
05 1990 8008	MISCELLANEOUS	0.00	(1,039.48)	(5,041.13)	0.00	5,041.13
05 1990 8335	DUAL ENROLLMENT	0.00	0.00	3,151.91	0.00	(3,151.91)
05 1990 8371	HS SOCIAL COMMITTEE	0.00	1,212.42	2,405.63	0.00	(2,405.63)
	Subtotal: 1000	0.00	21,938.84	244,764.42	0.00	(244,764.42)
05 5690 8104	ELEM LIBRARY	0.00	21.00	79.00	0.00	(79.00)

Fund: 05 ACTIVITY FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
05 5690 8355	OTHER NON REVENUE RECEIPTS	0.00	0.00	(23.94)	0.00	23.94
Subtotal: 5000		0.00	21.00	55.06	0.00	(55.06)
Fund Total:		0.00	21,959.84	244,819.48	0.00	(244,819.48)

Fund: 06 CAFETERIA

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
06 1611	DAILY SALES	0.00	21,171.95	128,430.39	0.00	(128,430.39)
	Subtotal: 1000	0.00	21,171.95	128,430.39	0.00	(128,430.39)
06 3150	STATE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
	Subtotal: 3000	0.00	0.00	0.00	0.00	0.00
06 4210	FEDERAL REIMBURSEMENT	0.00	26,051.79	164,739.78	0.00	(164,739.78)
06 4211 0005	FED REIMB/CACFP	0.00	5,944.14	25,985.25	0.00	(25,985.25)
	Subtotal: 4000	0.00	31,995.93	190,725.03	0.00	(190,725.03)
06 5690	OTHER NON REVENUE RECEIPTS	0.00	8,433.59	57,826.23	0.00	(57,826.23)
	Subtotal: 5000	0.00	8,433.59	57,826.23	0.00	(57,826.23)
	Fund Total:	0.00	61,601.47	376,981.65	0.00	(376,981.65)

Fund: 07 BOND FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
07 1100	LOCAL TAXES	0.00	67,174.93	530,384.74	0.00	(530,384.74)
07 1115	CARLINE TAXES	0.00	0.00	104.42	0.00	(104.42)
07 1120	PUBLIC POWER DIST SALES TAX	0.00	0.00	(284.35)	0.00	284.35
07 1510	INVESTMENT INCOME	0.00	2,173.91	12,816.80	0.00	(12,816.80)
	Subtotal: 1000	0.00	69,348.84	543,021.61	0.00	(543,021.61)
07 3131	RELIEF TO PROPERTY TAXPAYERS	0.00	12.93	1,520.25	0.00	(1,520.25)
07 3180	PRO-RATA MOTOR VEHICLE	0.00	552.35	790.14	0.00	(790.14)
	Subtotal: 3000	0.00	565.28	2,310.39	0.00	(2,310.39)
	Fund Total:	0.00	69,914.12	545,332.00	0.00	(545,332.00)

Fund: 08 SPECIAL BLDG FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
08 1100	LOCAL TAXES	0.00	27,959.99	27,959.99	0.00	(27,959.99)
08 1510	INTEREST ON LOCAL RECEIPTS	0.00	838.07	4,264.96	0.00	(4,264.96)
	Subtotal: 1000	0.00	28,798.06	32,224.95	0.00	(32,224.95)
08 3180	PRO-RATA MOTOR VEHICLE	0.00	359.08	359.08	0.00	(359.08)
	Subtotal: 3000	0.00	359.08	359.08	0.00	(359.08)
08 5690	OTHER NON REVENUE RECEIPTS	0.00	0.00	(54,077.00)	0.00	54,077.00
	Subtotal: 5000	0.00	0.00	(54,077.00)	0.00	54,077.00
	Fund Total:	0.00	29,157.14	(21,492.97)	0.00	21,492.97

Fund: 09 QUALIFIED CAPITAL PURPOSE UNDERTAKING FU

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
09 1100	TAXES LEVIED BY SCHOOL DISTRICT	0.00	11,584.98	117,488.10	0.00	(117,488.10)
09 1115	CARLINE TAXES	0.00	0.00	32.93	0.00	(32.93)
09 1120	PUBLIC POWER DIST SALES TAX	0.00	0.00	(89.69)	0.00	89.69
09 1510	INVESTMENT INCOME	0.00	0.00	743.86	0.00	(743.86)
Subtotal:	1000	0.00	11,584.98	118,175.20	0.00	(118,175.20)
09 3131	RELIEF TO PROPERTY TAXPAYERS	0.00	0.00	388.99	0.00	(388.99)
09 3180	PRO-RATA MOTOR VEHICLE	0.00	131.18	206.17	0.00	(206.17)
Subtotal:	3000	0.00	131.18	595.16	0.00	(595.16)
	Fund Total:	0.00	11,716.16	118,770.36	0.00	(118,770.36)

Fund: 12 STUDENT FEES

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
12 1741 1707	CULINARY/NUTRITION	0.00	25.00	300.00	0.00	(300.00)
12 1741 1710	H.S. ART FEES	0.00	0.00	150.00	0.00	(150.00)
12 1741 1723	HS LAPTOP INS FEE	0.00	80.00	935.00	0.00	(935.00)
Subtotal:	1000	0.00	105.00	1,385.00	0.00	(1,385.00)
	Fund Total:	0.00	105.00	1,385.00	0.00	(1,385.00)

	Revised Budget	During Month	To Date	% of Budget	Budget Balance
Grand Total:	29,463,900.00	2,117,123.38	11,144,102.61	37.82	18,319,797.39

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01	GENERAL								
1100	REGULAR INSTRUCTIONAL PROGRAMS								
01 1100 111 001	REGULAR SALARIES/TEACHERS	2,266,903.00	173,473.98	173,473.98	38.08	1,403,634.07	0.00	0.00	1,403,634.07
01 1100 111 003	REGULAR SALARIES/TEACHERS	1,507,355.00	109,662.07	109,662.07	36.63	955,152.84	0.00	0.00	955,152.84
01 1100 111 009	REGULAR SALARIES/TEACHERS	1,000,000.00	88,473.58	88,473.58	44.24	557,632.10	0.00	0.00	557,632.10
01 1100 112 001	REG SALARIES/INSTRUCTIONAL AIDES	25,750.00	1,365.54	1,365.54	34.66	16,824.11	0.00	0.00	16,824.11
01 1100 112 003	REG SALARIES/INSTRUCTIONAL AIDES	0.00	1,971.98	1,971.98	0.00	(5,871.92)	0.00	0.00	(5,871.92)
01 1100 123 001	SUBSTITUTE TEACHER SALARIES	88,580.00	5,923.40	5,923.40	41.69	51,652.50	0.00	0.00	51,652.50
01 1100 123 003	SUBSTITUTE TEACHER SALARIES	46,350.00	4,119.35	4,119.35	58.38	19,290.44	0.00	0.00	19,290.44
01 1100 123 009	SUBSTITUTE TEACHER SALARIES	62,830.00	2,638.55	2,638.55	25.47	46,824.26	0.00	0.00	46,824.26
01 1100 150 001	EXTRA STIPENDS/NON INSTRUCTIONAL	41,200.00	4,160.00	4,160.00	52.04	19,760.00	0.00	0.00	19,760.00
01 1100 150 003	EXTRA STIPENDS/NON INSTRUCTIONAL	15,965.00	1,024.00	1,024.00	70.15	4,765.00	0.00	0.00	4,765.00
01 1100 151 000	ATTENDANCE/LONGEVITY INCENTIVE	40,000.00	0.00	0.00	0.00	40,000.00	0.00	0.00	40,000.00
01 1100 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	195,000.00	18,637.63	18,637.63	40.20	116,609.70	0.00	0.00	116,609.70
01 1100 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	76,220.00	7,825.86	7,825.86	39.19	46,350.42	0.00	0.00	46,350.42
01 1100 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	13,802.00	848.00	848.00	35.72	8,872.00	0.00	0.00	8,872.00
01 1100 211 001	GROUP INS FOR TEACHERS/PROF STAFF	20,600.00	1,601.04	1,601.04	38.86	12,594.80	0.00	0.00	12,594.80
01 1100 211 003	GROUP INS FOR TEACHERS/PROF STAFF	14,420.00	1,048.77	1,048.77	36.37	9,176.15	0.00	0.00	9,176.15
01 1100 211 009	GROUP INS FOR TEACHERS/PROF STAFF	12,360.00	854.39	854.39	34.56	8,088.05	0.00	0.00	8,088.05
01 1100 212 001	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1100 220 001	SOCIAL SECURITY/NON INSTRUCTIONAL	3,090.00	318.24	318.24	53.08	1,449.87	0.00	0.00	1,449.87
01 1100 220 003	SOCIAL SECURITY/NON INSTRUCTIONAL	1,030.00	78.34	78.34	83.18	173.28	0.00	0.00	173.28
01 1100 221 000	SOCIAL SECURITY/TEACHERS	4,635.00	0.00	0.00	0.00	4,635.00	0.00	0.00	4,635.00
01 1100 221 001	SOCIAL SECURITY/TEACHERS	190,550.00	14,801.87	14,801.87	38.09	117,961.13	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
117,961.13									
01 1100 221 003	SOCIAL SECURITY/TEACHERS	116,390.00	9,100.64	9,100.64	38.75	71,284.22	0.00	0.00	
71,284.22									
01 1100 221 009	SOCIAL SECURITY/TEACHERS	71,070.00	6,888.10	6,888.10	48.53	36,576.63	0.00	0.00	
36,576.63									
01 1100 222 001	SS/MEDICARE TO INSTRUCTIONAL AIDES	2,060.00	104.47	104.47	33.15	1,377.17	0.00	0.00	
1,377.17									
01 1100 222 003	SS/MEDICARE TO INSTRUCTIONAL AIDES	1,236.00	150.86	150.86	36.34	786.80	0.00	0.00	
786.80									
01 1100 223 001	SS/MEDICARE FOR SUBSTITUTE TEACHERS	6,695.00	453.24	453.24	42.20	3,869.90	0.00	0.00	
3,869.90									
01 1100 223 003	SS/MEDICARE FOR SUBSTITUTE TEACHERS	3,605.00	315.09	315.09	57.42	1,534.98	0.00	0.00	
1,534.98									
01 1100 223 009	SS/MEDICARE FOR SUBSTITUTE TEACHERS	4,635.00	201.88	201.88	26.42	3,410.40	0.00	0.00	
3,410.40									
01 1100 230 001	RETIREMENT/NON INSTRUCTIONAL	0.00	18.82	18.82	0.00	(362.24)	0.00	0.00	
(362.24)									
01 1100 230 003	RETIREMENT/NON INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1100 231 000	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1100 231 001	RETIREMENT/TEACHERS PROF STAFF	178,190.00	13,628.50	13,628.50	38.04	110,411.01	0.00	0.00	
110,411.01									
01 1100 231 003	RETIREMENT/TEACHERS PROF STAFF	106,090.00	8,505.87	8,505.87	40.08	63,564.49	0.00	0.00	
63,564.49									
01 1100 231 009	RETIREMENT/TEACHERS PROF STAFF	89,610.00	6,565.14	6,565.14	36.69	56,733.59	0.00	0.00	
56,733.59									
01 1100 232 001	RETIREMENT/INSTRUCTIONAL AIDES	1,751.00	100.37	100.37	36.73	1,107.81	0.00	0.00	
1,107.81									
01 1100 232 003	RETIREMENT/INSTRUCTIONAL AIDES	1,133.00	144.94	144.94	38.09	701.41	0.00	0.00	
701.41									
01 1100 233 001	RETIREMENT CONTRIB/FAC SUBS	2,163.00	105.02	105.02	27.53	1,567.58	0.00	0.00	
1,567.58									
01 1100 233 003	RETIREMENT CONTRIB/FAC SUBS	1,030.00	60.16	60.16	26.64	755.63	0.00	0.00	
755.63									
01 1100 233 009	RETIREMENT CONTRIB/FAC SUBS	515.00	13.68	13.68	37.17	323.57	0.00	0.00	
323.57									
01 1100 237 000	ADD'L RETIREMENT CONTRIBUTION	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 1100 237 001	ADD'L RETIREMENT CONTRIBUTION	63,860.00	1,375.84	1,375.84	10.79	56,969.15	0.00	0.00	
56,969.15									
01 1100 237 003	ADD'L RETIREMENT CONTRIBUTION	37,080.00	865.18	865.18	11.58	32,786.26	0.00	0.00	
32,786.26									
01 1100 237 009	ADD'L RETIREMENT CONTRIBUTION	31,930.00	653.43	653.43	10.29	28,645.62	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
28,645.62									
01 1100 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	569,590.00	50,480.05	50,480.05	43.23	323,365.47	0.00	0.00	
323,365.47									
01 1100 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	422,300.00	34,521.82	34,521.82	40.87	249,690.90	0.00	0.00	
249,690.90									
01 1100 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	346,080.00	32,653.99	32,653.99	47.17	182,833.89	0.00	0.00	
182,833.89									
01 1100 320 001	PROFESSIONAL EDUCATIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1100 330 001	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1100 340 001	CONTRACTED OR SECURED SERVICES	32,960.00	2,541.67	2,541.67	38.05	20,418.33	0.00	0.00	
20,418.33									
01 1100 340 003	OTHER PROFESSIONAL SERVICES	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 1100 409 001	INSTRUCTIONAL PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1100 610 001	GENERAL SUPPLIES	45,000.00	1,217.62	1,217.62	61.71	22,001.42	0.00	4,772.37	
17,229.05									
01 1100 610 003	GENERAL SUPPLIES	22,058.00	748.67	748.67	84.98	3,374.53	0.00	62.00	
3,312.53									
01 1100 610 009	GENERAL SUPPLIES	25,000.00	573.64	573.64	121.45	(3,833.90)	0.00	1,527.67	
(5,361.57)									
01 1100 810 000	DUES AND FEES	0.00	0.00	0.00	0.00	(256.97)	0.00	0.00	
(256.97)									
01 1100 810 001	DUES AND FEES/ENTRY FEES	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 1100 810 003	DUES AND FEES/ENTRY FEES	4,326.00	510.00	510.00	29.82	3,136.00	0.00	100.00	
3,036.00									
01 1100 810 009	DUES AND FEES/ENTRY FEES	13,390.00	0.00	0.00	13.65	11,562.00	0.00	0.00	
11,562.00									
1100 4,716,618.11	REGULAR INSTRUCTIONAL PROGRAMS	7,828,550.00	611,325.28	611,325.28	39.76	4,722,072.45	0.00	6,462.04	
1106	SIXTH GRADE								
01 1106 409 003	OLD CODE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
1106 SIXTH GRADE 0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00
1125	SA FLEX FUNDING								
01 1125 111 009	SALARIES OF TEACHERS/PROF STAFF	87,550.00	5,664.00	5,664.00	32.35	59,230.00	0.00	0.00	
59,230.00									
01 1125 112 009	REG SALARIES/INSTRUCTIONAL AIDES	78,280.00	7,139.33	7,139.33	44.49	43,454.95	0.00	0.00	
43,454.95									
01 1125 211 009	GROUP INS FOR TEACHERS/PROF STAFF	1,030.00	51.74	51.74	25.12	771.30	0.00	0.00	
771.30									
01 1125 212 009	GROUP INSURANCE/INSTRUC AIDES	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 1125 221 009	SOCIAL SECURITY/TEACHERS	5,356.00	428.43	428.43	40.00	3,213.81	0.00	0.00	
3,213.81									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 1125 222 009	SS/MEDICARE TO INSTRUCTIONAL AIDES	5,356.00	540.81	540.81	49.24	2,718.64	0.00	0.00	2,718.64
01 1125 231 009	RETIREMENT/TEACHERS PROF STAFF	5,356.00	416.30	416.30	38.86	3,274.48	0.00	0.00	3,274.48
01 1125 232 009	RETIREMENT/INSTRUCTIONAL AIDES	5,356.00	524.75	524.75	47.79	2,796.34	0.00	0.00	2,796.34
01 1125 237 009	ADD'L RETIREMENT CONTRIBUTION	3,708.00	93.47	93.47	12.43	3,247.06	0.00	0.00	3,247.06
01 1125 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	25,750.00	1,813.49	1,813.49	35.21	16,682.55	0.00	0.00	16,682.55
01 1125 610 009	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1125 643 000	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1125 643 009	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1125	SAFE LEARNING	217,845.00	16,672.32	16,672.32	37.80	135,492.13	0.00	0.00	0.00
1150	LIMITED ENGLISH PROFICIENCY								
01 1150 111 001	SALARIES OF TEACHERS/PROF STAFF	0.00	1,499.52	1,499.52	0.00	(7,497.60)	0.00	0.00	(7,497.60)
01 1150 111 009	SALARIES OF TEACHERS/PROF STAFF	37,080.00	2,464.00	2,464.00	33.23	24,760.00	0.00	0.00	24,760.00
01 1150 112 001	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1150 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1150 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1150 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	1,545.00	0.00	0.00	0.00	1,545.00	0.00	0.00	1,545.00
01 1150 211 001	GROUP INS FOR TEACHERS/PROF STAFF	0.00	16.00	16.00	0.00	(80.00)	0.00	0.00	(80.00)
01 1150 211 009	GROUP INS FOR TEACHERS/PROF STAFF	412.00	19.07	19.07	23.14	316.65	0.00	0.00	316.65
01 1150 221 001	SOCIAL SECURITY/PROF STAFF	0.00	112.45	112.45	0.00	(562.25)	0.00	0.00	(562.25)
01 1150 221 003	SOCIAL SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1150 221 009	SOCIAL SECURITY/MED PROF STAFF	3,193.00	191.81	191.81	30.03	2,233.99	0.00	0.00	2,233.99
01 1150 222 001	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1150 231 001	RETIREMENT/TEACHERS/PROF STAFF	0.00	110.22	110.22	0.00	(551.08)	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(551.08)									
01 1150 231 003	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1150 231 009	RETIREMENT/TEACHERS PROF STAFF	2,678.00	181.10	181.10	33.81	1,772.48	0.00	0.00	
1,772.48									
01 1150 232 001	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1150 237 001	ADD'L RETIREMENT CONTRIBUTION	0.00	10.95	10.95	0.00	(54.74)	0.00	0.00	
(54.74)									
01 1150 237 009	ADD'L RETIREMENT CONTRIBUTION	1,030.00	17.98	17.98	8.73	940.09	0.00	0.00	
940.09									
01 1150 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	799.98	799.98	0.00	(3,999.90)	0.00	0.00	
(3,999.90)									
01 1150 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	10,815.00	204.59	204.59	9.39	9,799.99	0.00	0.00	
9,799.99									
01 1150 320 000	PROFESSIONAL EDUCATIONAL SERVICES	33,000.00	2,742.79	2,742.79	56.75	14,272.16	0.00	0.00	
14,272.16									
01 1150 333 009	STAFF MILEAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1150 530 000	COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1150 610 001	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	14.95	
(14.95)									
01 1150 610 003	GENERAL SUPPLIES	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 1150 610 009	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1150 643 000	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
1150	LIMITED ENGLISH PROFICIENCY	43,460.84	90,371.00	8,370.46	8,370.46	51.87	43,512.79	0.00	14.95
1160	POVERTY PROGRAMS								
01 1160 110 000	SALARIES OF NON INSTR EMPLOYEES	30,000.00	2,648.02	2,648.02	44.13	16,759.90	0.00	0.00	
16,759.90									
01 1160 111 000	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 111 001	SALARIES OF TEACHERS/PROF STAFF	128,750.00	11,683.38	11,683.38	45.37	70,333.10	0.00	0.00	
70,333.10									
01 1160 111 003	SALARIES OF TEACHERS/PROF STAFF	154,500.00	13,454.08	13,454.08	43.54	87,229.60	0.00	0.00	
87,229.60									
01 1160 111 009	SALARIES OF TEACHERS/PROF STAFF	298,700.00	20,585.59	20,585.59	34.46	195,772.05	0.00	0.00	
195,772.05									
01 1160 112 001	REG SALARIES/INSTRUCTIONAL AIDES	10,300.00	585.23	585.23	36.41	6,549.61	0.00	0.00	
6,549.61									
01 1160 112 003	REG SALARIES/INSTRUCTIONAL AIDES	6,000.00	859.93	859.93	67.09	1,974.32	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
1,974.32									
01 1160 112 009	REG SALARIES/INSTRUCTIONAL AIDES	25,750.00	2,296.16	2,296.16	43.56	14,534.30	0.00	0.00	
14,534.30									
01 1160 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	2,884.00	0.00	0.00	0.00	2,884.00	0.00	0.00	
2,884.00									
01 1160 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1160 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00	
2,000.00									
01 1160 210 000	GROUP INS/NON INSTRUCTIONAL	154.00	27.06	27.06	89.26	16.54	0.00	0.00	
16.54									
01 1160 211 000	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 211 001	GROUP INS FOR TEACHERS/PROF STAFF	1,545.00	90.48	90.48	29.28	1,092.60	0.00	0.00	
1,092.60									
01 1160 211 003	GROUP INS FOR TEACHERS/PROF STAFF	1,545.00	128.44	128.44	41.57	902.80	0.00	0.00	
902.80									
01 1160 211 009	GROUP INS FOR TEACHERS/PROF STAFF	2,500.00	200.91	200.91	40.18	1,495.45	0.00	0.00	
1,495.45									
01 1160 220 000	SS/MEDICARE/NON INSTR STAFF	2,500.00	204.77	204.77	40.96	1,475.99	0.00	0.00	
1,475.99									
01 1160 221 000	SS/MEDICARE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 221 001	SOCIAL SECURITY/MED/TEACHERS	10,300.00	887.02	887.02	43.06	5,864.90	0.00	0.00	
5,864.90									
01 1160 221 003	SOCIAL SECURITY/MED/TEACHERS	12,360.00	1,001.37	1,001.37	40.51	7,353.14	0.00	0.00	
7,353.14									
01 1160 221 009	SOCIAL SECURITY/MED/TEACHERS	44,290.00	1,577.97	1,577.97	17.81	36,400.13	0.00	0.00	
36,400.13									
01 1160 222 001	SS/MEDICARE TO INSTRUCTIONAL AIDES	1,030.00	44.77	44.77	27.86	743.08	0.00	0.00	
743.08									
01 1160 222 003	SS/MEDICARE TO INSTRUCTIONAL AIDES	600.00	65.79	65.79	51.33	292.03	0.00	0.00	
292.03									
01 1160 222 009	SS/MEDICARE TO INSTRUCTIONAL AIDES	2,575.00	175.65	175.65	33.32	1,717.01	0.00	0.00	
1,717.01									
01 1160 230 000	RETIREMENT/NON INSTRU STAFF	2,060.00	195.28	195.28	47.41	1,083.44	0.00	0.00	
1,083.44									
01 1160 231 000	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 231 001	RETIREMENT/TEACHERS PROF STAFF	11,330.00	858.74	858.74	37.90	7,036.30	0.00	0.00	
7,036.30									
01 1160 231 003	RETIREMENT/TEACHERS PROF STAFF	12,360.00	988.87	988.87	40.00	7,415.65	0.00	0.00	
7,415.65									
01 1160 231 009	RETIREMENT/TEACHERS PROF STAFF	18,000.00	1,513.04	1,513.04	42.03	10,434.78	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
10,434.78									
01 1160 232 001	RETIREMENT/INSTRUCTIONAL AIDES	1,030.00	43.01	43.01	26.76	754.34	0.00	0.00	
754.34									
01 1160 232 003	RETIREMENT/INSTRUCTIONAL AIDES	600.00	63.20	63.20	49.31	304.12	0.00	0.00	
304.12									
01 1160 232 009	RETIREMENT/INSTRUCTIONAL AIDES	2,575.00	168.77	168.77	32.01	1,750.65	0.00	0.00	
1,750.65									
01 1160 237 000	ADD'L RETIREMENT CONTRIBUTION	721.00	19.40	19.40	13.46	623.98	0.00	0.00	
623.98									
01 1160 237 001	ADD'L RETIREMENT CONTRIBUTION	3,605.00	89.57	89.57	12.59	3,151.12	0.00	0.00	
3,151.12									
01 1160 237 003	ADD'L RETIREMENT CONTRIBUTION	4,120.00	104.48	104.48	12.63	3,599.59	0.00	0.00	
3,599.59									
01 1160 237 009	ADD'L RETIREMENT CONTRIBUTION	6,180.00	167.03	167.03	13.48	5,346.75	0.00	0.00	
5,346.75									
01 1160 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	6,180.00	1,254.51	1,254.51	101.50	(92.55)	0.00	0.00	
(92.55)									
01 1160 281 000	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	30,900.00	2,075.72	2,075.72	33.59	20,521.40	0.00	0.00	
20,521.40									
01 1160 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	50,000.00	4,740.05	4,740.05	47.40	26,299.75	0.00	0.00	
26,299.75									
01 1160 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	103,000.00	8,127.44	8,127.44	39.45	62,362.80	0.00	0.00	
62,362.80									
01 1160 320 000	PROFESSIONAL EDUC SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	60.00	
(60.00)									
01 1160 320 001	PROFESSIONAL EDUCATIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 320 003	PROFESSIONAL EDUCATIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 409 003	FAMILY/CONSUMER SCIENCES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1160 580 000	TRAVEL EXPENDITURES	15,000.00	1,103.20	1,103.20	28.44	10,733.50	0.00	0.00	
10,733.50									
01 1160 610 000	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1160 610 001	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1160 610 003	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1160 610 009	GENERAL SUPPLIES	309.00	0.00	0.00	0.00	309.00	0.00	0.00	
309.00									
01 1160 643 001	WEB BASED SOFTWARE	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 1160 643 003	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
1160	[illegible] PROGRAMS	1,009,343.00	78,028.93	78,028.93	38.57	620,115.17	0.00	0.00	60.00
1190	EARLY CHILDHOOD EDUC PROGRAMS								
01 1190 111 010	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1190 221 010	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1190 231 010	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1190 237 010	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1190 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1190 490 010	OTHER PROPERTY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1190 580 010	STUDENT TRANSPORTATION SER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
1190	EARLY CHILDHOOD EDUC PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1193	MUSIC/FINE ARTS								
01 1193 409 001	MUSIC/FINE ARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1193 409 010	OLD CODE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
1193	MUSIC/FINE ARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1195	BAF FLEX FUNDING								
01 1195 112 010	REG SALARIES/INSTRUCTIONAL AIDES	30,900.00	2,834.97	2,834.97	47.20	16,316.44	0.00	0.00	
16,316.44									
01 1195 210 000	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1195 212 010	GROUP INSURANCE/INSTRUC AIDES	103.00	1.92	1.92	9.32	93.40	0.00	0.00	
93.40									
01 1195 222 010	SS/MEDICARE TO INSTRUCTIONAL AIDES	2,575.00	231.24	231.24	46.12	1,387.50	0.00	0.00	
1,387.50									
01 1195 232 010	RETIREMENT/INSTRUCTIONAL AIDES	2,060.00	208.37	208.37	52.03	988.10	0.00	0.00	
988.10									
01 1195 237 010	ADD'L RETIREMENT CONTRIBUTION	1,030.00	20.70	20.70	10.34	923.50	0.00	0.00	
923.50									
01 1195 282 010	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	2,575.00	198.00	198.00	38.45	1,585.00	0.00	0.00	
1,585.00									
01 1195 610 010	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
1195	BAF FLEX FUNDING	21,808.94	39,758.00	3,495.20	3,495.20	45.15	21,808.94	0.00	0.00
1200	SPECIAL EDUCATION PROGRAMS								
01 1200 110 000	REG SALARIES/NON INST STAFF	154,500.00	12,480.26	12,480.26	40.39	92,098.70	0.00	0.00	
92,098.70									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 1200 111 000	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1200 111 001	SALARIES OF TEACHERS/PROF STAFF	257,500.00	27,232.00	27,232.00	52.88	121,340.00	0.00	0.00	0.00
121,340.00									
01 1200 111 003	SALARIES OF TEACHERS/PROF STAFF	427,450.00	31,424.00	31,424.00	36.76	270,330.00	0.00	0.00	0.00
270,330.00									
01 1200 111 009	SALARIES OF TEACHERS/PROF STAFF	484,100.00	33,358.40	33,358.40	34.45	317,308.00	0.00	0.00	0.00
317,308.00									
01 1200 112 001	REG SALARIES/INSTRUCTIONAL AIDES	118,450.00	9,856.58	9,856.58	49.60	59,697.28	0.00	0.00	0.00
59,697.28									
01 1200 112 001 0014	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1200 112 003	REG SALARIES/INSTRUCTIONAL AIDES	160,000.00	17,467.13	17,467.13	55.32	71,495.45	0.00	0.00	0.00
71,495.45									
01 1200 112 009	REG SALARIES/INSTRUCTIONAL AIDES	231,750.00	19,710.24	19,710.24	42.90	132,322.42	0.00	0.00	0.00
132,322.42									
01 1200 116 000	SALARIES/NON CERTIFIED PROFESSIONALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1200 123 001	SUBSTITUTE TEACHER SALARIES	2,575.00	0.00	0.00	0.00	2,575.00	0.00	0.00	0.00
2,575.00									
01 1200 123 003	SUBSTITUTE TEACHER SALARIES	5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00	0.00
5,150.00									
01 1200 123 009	SUBSTITUTE TEACHER SALARIES	5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00	0.00
5,150.00									
01 1200 151 000 0012	ADD'L COMP TO PROF STAFF/MOE	10,300.00	898.56	898.56	43.62	5,807.20	0.00	0.00	0.00
5,807.20									
01 1200 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	5,150.00	64.00	64.00	6.21	4,830.00	0.00	0.00	0.00
4,830.00									
01 1200 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	5,150.00	96.00	96.00	14.42	4,407.50	0.00	0.00	0.00
4,407.50									
01 1200 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	5,150.00	64.00	64.00	6.21	4,830.00	0.00	0.00	0.00
4,830.00									
01 1200 210 000	GROUP INS/NON INST STAFF	1,545.00	75.70	75.70	24.50	1,166.50	0.00	0.00	0.00
1,166.50									
01 1200 211 000	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1200 211 000 0012	GROUP INS FOR TEACHERS/PROF STAFF/MOE	309.00	6.76	6.76	10.94	275.20	0.00	0.00	0.00
275.20									
01 1200 211 001	GROUP INS FOR TEACHERS/PROF STAFF	3,090.00	293.36	293.36	47.47	1,623.20	0.00	0.00	0.00
1,623.20									
01 1200 211 003	GROUP INS FOR TEACHERS/PROF STAFF	3,811.00	282.74	282.74	37.10	2,397.30	0.00	0.00	0.00
2,397.30									
01 1200 211 009	GROUP INS FOR TEACHERS/PROF STAFF	4,532.00	296.55	296.55	32.72	3,049.25	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
3,049.25									
01 1200 212 001	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 212 003	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 212 009	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 216 000	GROUP INS/NON CERT PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 220 000	SOCIAL SECURITY/NON INST STAFF	12,360.00	956.27	956.27	38.68	7,578.65	0.00	0.00	
7,578.65									
01 1200 221 000	SOCIAL SECURITY/TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 221 000 0012	FICA/PROFESSIONAL STAFF/MOE	1,030.00	68.60	68.60	33.30	687.00	0.00	0.00	
687.00									
01 1200 221 001	SOCIAL SECURITY/TEACHERS/PROF STAFF	20,060.00	2,115.36	2,115.36	52.73	9,483.22	0.00	0.00	
9,483.22									
01 1200 221 003	SOCIAL SECURITY/TEACHERS/PROF STAFF	36,050.00	2,388.11	2,388.11	33.18	24,089.38	0.00	0.00	
24,089.38									
01 1200 221 009	SOCIAL SECUIRTY/TEACHERS/PROF STAFF	41,200.00	2,670.96	2,670.96	32.42	27,843.62	0.00	0.00	
27,843.62									
01 1200 222 001	SS/MEDICARE TO INSTRUCTIONAL AIDES	8,961.00	754.03	754.03	50.16	4,466.42	0.00	0.00	
4,466.42									
01 1200 222 003	SS/MEDICARE TO INSTRUCTIONAL AIDES	12,360.00	1,335.45	1,335.45	54.75	5,592.86	0.00	0.00	
5,592.86									
01 1200 222 009	SS/MEDICARE TO INSTRUCTIONAL AIDES	20,600.00	1,507.83	1,507.83	36.92	12,993.81	0.00	0.00	
12,993.81									
01 1200 223 001	SS/MEDICARE FOR SUBSTITUTE TEACHERS	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1200 223 003	SS/MEDICARE FOR SUBSTITUTE TEACHERS	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 1200 223 009	SS/MEDICARE FOR SUBSTITUTE TEACHERS	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1200 226 000	SS/MEDICARE/NON CERTIFIED PROFESSIONALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 230 000	RETIREMENT/NON INST STAFF	11,330.00	917.30	917.30	40.48	6,743.50	0.00	0.00	
6,743.50									
01 1200 231 000	RETIREMENT/TEACHERS PROF STAFF	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1200 231 000 0012	RETIREMENT/TEACHERS PROF STAFF/MOE	1,030.00	66.04	66.04	32.06	699.80	0.00	0.00	
699.80									
01 1200 231 001	RETIREMENT/TEACHERS PROF	20,600.00	2,006.25	2,006.25	48.70	10,568.76	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	STAFF								
10,568.76									
01 1200 231 003	RETIREMENT/TEACHERS PROF STAFF	32,960.00	2,316.71	2,316.71	35.20	21,357.15	0.00	0.00	
21,357.15									
01 1200 231 009	RETIREMENT/TEACHERS PROF STAFF	36,050.00	2,456.53	2,456.53	34.07	23,767.36	0.00	0.00	
23,767.36									
01 1200 232 001	RETIREMENT/INSTRUCTIONAL AIDES	10,300.00	724.44	724.44	41.58	6,016.95	0.00	0.00	
6,016.95									
01 1200 232 003	RETIREMENT/INSTRUCTIONAL AIDES	10,300.00	994.57	994.57	51.55	4,990.42	0.00	0.00	
4,990.42									
01 1200 232 009	RETIREMENT/INSTRUCTIONAL AIDES	15,450.00	1,249.64	1,249.64	42.49	8,884.80	0.00	0.00	
8,884.80									
01 1200 233 001	RETIREMENT CONTRIB/FAC SUBS	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 1200 233 003	RETIREMENT CONTRIB/FAC SUBS	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1200 233 009	RETIREMENT CONTRIB/FAC SUBS	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 1200 236 000	RETIREMENT CONTRIBUTION/PROF NON CERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 237 000	ADD'L RETIREMENT CONTRIBUTION	4,120.00	91.11	91.11	11.06	3,664.45	0.00	0.00	
3,664.45									
01 1200 237 000 0012	ADD'L RETIREMENT CONTRIBUTION	515.00	6.56	6.56	6.37	482.20	0.00	0.00	
482.20									
01 1200 237 001	ADD'L RETIREMENT CONTRIBUTION	10,300.00	271.20	271.20	13.80	8,878.32	0.00	0.00	
8,878.32									
01 1200 237 003	ADD'L RETIREMENT CONTRIBUTION	15,450.00	328.89	328.89	10.87	13,770.22	0.00	0.00	
13,770.22									
01 1200 237 009	ADD'L RETIREMENT CONTRIBUTION	15,000.00	368.10	368.10	12.48	13,128.04	0.00	0.00	
13,128.04									
01 1200 261 001	UNEMPLOYMENT/TEACHERS/ADM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 262 001	UNEMPLOYMENT/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 262 003	UNEMPLOYMENT/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 262 009	UNEMPLOYMENT/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	23,690.00	2,693.73	2,693.73	56.85	10,221.35	0.00	0.00	
10,221.35									
01 1200 281 000	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 281 000 0012	HEALTH BENEFITS FOR TEACHERS/PROF/MOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 281 001	HEALTH BENEFITS FOR	139,050.00	12,296.77	12,296.77	44.22	77,566.15	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	TEACHERS/PROF								
77,566.15									
01 1200 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	118,450.00	9,473.72	9,473.72	39.99	71,081.40	0.00	0.00	
71,081.40									
01 1200 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	128,750.00	8,787.20	8,787.20	34.13	84,814.00	0.00	0.00	
84,814.00									
01 1200 286 000	HEALTH BENEFITS/PROF NON CERT STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 291 000	ADMINISTRATIVE MILEAGE	206.00	0.00	0.00	0.00	206.00	0.00	0.00	
206.00									
01 1200 320 001	PROF EDUCATIONAL SERVICES	4,120.00	0.00	0.00	0.00	4,120.00	0.00	0.00	
4,120.00									
01 1200 320 003	PROFESSIONAL EDUCATIONAL SERVICES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 1200 320 009	PROF EDUCATIONAL SERVICES	66,950.00	0.00	0.00	0.73	66,463.74	0.00	0.00	
66,463.74									
01 1200 330 000	EMPLOYEE TRAINING	1,500.00	0.00	0.00	28.67	1,345.00	0.00	275.00	
1,070.00									
01 1200 330 001	EMPLOYEE TRAINING	750.00	0.00	0.00	15.33	750.00	0.00	115.00	
635.00									
01 1200 330 003	EMPLOYEE TRAINING/DEVELOPMENT	515.00	0.00	0.00	24.27	515.00	0.00	125.00	
390.00									
01 1200 330 009	EMPLOYEE TRAINING	1,030.00	0.00	0.00	31.07	905.00	0.00	195.00	
710.00									
01 1200 340 001	OTHER PROFESSIONAL SERVICES	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 1200 340 009	OTHER PROFESSIONAL SERVICES	60,000.00	2,166.00	2,166.00	27.07	43,756.41	0.00	0.00	
43,756.41									
01 1200 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	5,000.61	5,000.61	0.00	(23,638.47)	0.00	0.00	
(23,638.47)									
01 1200 382 003	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1200 431 003	REPAIRS/MAINTENANCE	1,030.00	37.34	37.34	3.63	992.66	0.00	0.00	
992.66									
01 1200 530 000	COMMUNICATIONS	309.00	0.00	0.00	0.00	309.00	0.00	0.00	
309.00									
01 1200 561 001	TUITION	251,864.00	40,573.45	40,573.45	72.31	69,729.59	0.00	0.00	
69,729.59									
01 1200 561 009	TUITION	80,000.00	0.00	0.00	0.00	80,000.00	0.00	0.00	
80,000.00									
01 1200 580 000	TRAVEL EXPENSE	500.00	0.00	0.00	74.28	128.58	0.00	0.00	
128.58									
01 1200 610 001	GENERAL SUPPLIES	11,330.00	1,365.96	1,365.96	70.38	3,480.31	0.00	124.44	
3,355.87									
01 1200 610 003	GENERAL SUPPLIES	5,150.00	21.07	21.07	113.82	(6.69)	0.00	705.24	
(711.93)									
01 1200 610 009	GENERAL SUPPLIES	11,330.00	0.00	0.00	75.56	2,805.46	0.00	36.00	
2,769.46									
01 1200 643 003	WEB BASED SOFTWARE	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 1200 810 000	DUES AND FEES	669.00	0.00	0.00	0.00	669.00	0.00	0.00	0.00
01 1200 810 001	DUES AND FEES/ENTRY FEES	515.00	0.00	0.00	3.88	495.00	0.00	0.00	0.00
01 1200 810 003	DUES AND FEES/ENTRY FEES	103.00	0.00	0.00	0.00	103.00	0.00	0.00	0.00
01 1200 810 009	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	(20.00)	0.00	0.00	0.00
01 1200 890 000	NON REIMBURSABLE SPED	500.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
1200	SPECIAL EDUCATION PROGRAMS	3,135,870.00	259,616.08	259,616.08	41.86	1,824,702.42	0.00	1,575.68	1,309,591.90
1291	SPED INSTRUCTIONAL PROGRAMS 3-5								
01 1291 110 010	REG SALARIES/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 111 010	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	(16.00)	0.00	0.00	0.00
01 1291 112 010	REG SALARIES/INSTRUCTIONAL AIDES	0.00	100.00	100.00	0.00	(500.00)	0.00	0.00	0.00
01 1291 123 010	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 151 010	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 210 010	GROUP INS/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 211 010	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 220 010	SOCIAL SECURITY/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 221 010	SOCIAL SECURITY/TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	(1.22)	0.00	0.00	0.00
01 1291 222 010	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	7.65	7.65	0.00	(38.25)	0.00	0.00	0.00
01 1291 223 010	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 230 010	RETIREMENT/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 231 010	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	(1.18)	0.00	0.00	0.00
01 1291 232 010	RETIREMENT/INSTRUCTIONAL AIDES	0.00	7.35	7.35	0.00	(36.75)	0.00	0.00	0.00
01 1291 233 010	RETIREMENT CONTRIB/FAC SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 1291 237 010	ADD'L RETIREMENT CONTRIBUTION	0.00	0.73	0.73	0.00	(3.77)	0.00	0.00	0.00
01 1291 262 010	UNEMPLOYMENT/AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 1291 280 010	HEALTH BENEFITS/NON INSTRUCTIONAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 281 010	HEALTH BENEFITS FOR TEACHERS/PROF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 282 010	HEALTH BENEFITS/INSTR AIDES AND ASS'TS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 320 010	PROFESSIONAL EDUC SERVICES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 330 010	EMPLOYEE TRAINING		0.00	0.00	0.00	0.00	0.00	0.00	40.00
(40.00)									
01 1291 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 382 010	TELEPHONE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 440 010	COPIER LEASE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 490 010	OTHER PROPERTY SERVICES		0.00	0.00	0.00	0.00	0.00	0.00	250.53
(250.53)									
01 1291 540 010	ADVERTISING		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 580 010	TRAVEL EXPENSE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1291 610 010	GENERAL SUPPLIES		0.00	0.00	0.00	0.00	(576.87)	0.00	204.90
(781.77)									
01 1291 810 010	DUES AND FEES/ENTRY FEES		0.00	0.00	0.00	0.00	0.00	0.00	166.00
(166.00)									
1291	SPED INSTRUCTIONAL PROGRAMS 3- (1,835.77)		0.00	115.73	115.73	0.00	(1,174.04)	0.00	661.43
1292	SPED BIRTH TO 2								
01 1292 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS		1,339.00	951.20	951.20	150.53	(676.60)	0.00	0.00
(676.60)									
1292	SPED BIRTH TO 2 (676.60)		1,339.00	951.20	951.20	150.53	(676.60)	0.00	0.00
1295	UNIFIED COACHING EXTRA DUTY								
01 1295 151 001	ADD'L COMP TO TEACHERS/PROF STAFF		0.00	160.00	160.00	0.00	(800.00)	0.00	0.00
(800.00)									
01 1295 221 001	ADD'L COMP TO TEACHERS/PROF STAFF		0.00	12.25	12.25	0.00	(61.25)	0.00	0.00
(61.25)									
01 1295 231 001	ADD'L COMP TO TEACHERS/PROF STAFF		0.00	11.76	11.76	0.00	(58.80)	0.00	0.00
(58.80)									
01 1295 237 001	ADD'L COMP TO TEACHERS/PROF STAFF		0.00	1.17	1.17	0.00	(5.85)	0.00	0.00
(5.85)									
1295	UNIFIED COACHING EXTRA DUTY (925.90)		0.00	185.18	185.18	0.00	(925.90)	0.00	0.00
1300	SUMMER SCHOOL								
01 1300 112 001	REG SALARIES/INSTRUCTIONAL AIDES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 1300 112 003	REG SALARIES/INSTRUCTIONAL AIDES		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
0.00									
01 1300 112 009	REG SALARIES/INSTRUCTIONAL AIDES	16,480.00	0.00	0.00	0.55	16,390.00	0.00	0.00	
16,390.00									
01 1300 123 009	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	29,870.00	0.00	0.00	0.00	29,870.00	0.00	0.00	
29,870.00									
01 1300 212 009	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 221 001	SOCIAL SECURITY/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 221 003	FICA/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 221 009	SOCIAL SECURITY/TEACHERS	2,266.00	0.00	0.00	0.00	2,266.00	0.00	0.00	
2,266.00									
01 1300 222 001	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 222 003	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 222 009	SS/MEDICARE TO INSTRUCTIONAL AIDES	1,339.00	0.00	0.00	0.51	1,332.11	0.00	0.00	
1,332.11									
01 1300 223 009	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 231 001	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 231 003	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 231 009	RETIREMENT/TEACHERS PROF STAFF	1,854.00	0.00	0.00	0.00	1,854.00	0.00	0.00	
1,854.00									
01 1300 232 001	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 232 003	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 232 009	RETIREMENT/INSTRUCTIONAL AIDES	1,236.00	0.00	0.00	0.54	1,229.38	0.00	0.00	
1,229.38									
01 1300 237 001	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 1300 237 003	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 1300 237 009	ADD'L RETIREMENT CONTRIBUTION		1,030.00	0.00	0.00	0.06	1,029.34	0.00	0.00
1,029.34									
01 1300 282 009	HEALTH BENEFITS/INSTR AIDES AND ASS'TS		206.00	0.00	0.00	0.00	206.00	0.00	0.00
206.00									
01 1300 610 009	SUPPLIES		103.00	0.00	0.00	0.00	103.00	0.00	0.00
103.00									
1300 SUMMER SCHOOL			54,384.00	0.00	0.00	0.19	54,279.83	0.00	0.00
2110 SOCIAL WORK SERVICES									
01 2110 111 001	SALARIES OF TEACHERS/PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 111 003	SALARIES OF TEACHERS/PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 111 009	SALARIES OF TEACHERS/PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 211 001	GROUP INS FOR TEACHERS/PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 211 003	GROUP INS FOR TEACHERS/PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 211 009	GROUP INS FOR TEACHERS/PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 221 001	SOCIAL SECURITY/TEACHERS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 221 003	SOCIAL SECURITY/TEACHERS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 221 009	SOCIAL SECURITY/TEACHERS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 231 001	RETIREMENT/TEACHERS PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 231 003	RETIREMENT/TEACHERS PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 231 009	RETIREMENT/TEACHERS PROF STAFF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 237 001	ADD'L RETIREMENT CONTRIBUTION		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 237 003	ADD'L RETIREMENT CONTRIBUTION		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 237 009	ADD'L RETIREMENT CONTRIBUTION		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 281 001	HEALTH BENEFITS FOR TEACHERS/PROF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 281 003	HEALTH BENEFITS FOR TEACHERS/PROF		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 281 009	HEALTH BENEFITS FOR		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	TEACHERS/PROF								
0.00									
01 2110 580 000	TRAVEL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2110 810 000	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
2110	SOCIAL WORK SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES								
01 2120 110 001	REG SALARIES/NON INSTR STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2120 111 001	SALARIES OF TEACHERS/PROF STAFF	133,900.00	7,070.00	7,070.00	26.40	98,550.00	0.00	0.00	
98,550.00									
01 2120 111 003	SALARIES OF TEACHERS/PROF STAFF	82,400.00	2,040.00	2,040.00	12.38	72,200.00	0.00	0.00	
72,200.00									
01 2120 210 001	GROUP INS/NON INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2120 211 001	GROUP INS FOR TEACHERS/PROF STAFF	1,236.00	58.91	58.91	23.83	941.45	0.00	0.00	
941.45									
01 2120 211 003	GROUP INS FOR TEACHERS/PROF STAFF	1,030.00	20.03	20.03	9.72	929.85	0.00	0.00	
929.85									
01 2120 220 001	SOCIAL SECURITY/NON INSTR STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2120 221 001	SOCIAL SECURITY/TEACHERS	11,330.00	531.71	531.71	23.46	8,671.42	0.00	0.00	
8,671.42									
01 2120 221 003	SOCIAL SECURITY/TEACHERS	7,210.00	155.62	155.62	10.79	6,431.90	0.00	0.00	
6,431.90									
01 2120 230 001	RETIREMENT/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2120 231 001	RETIREMENT/TEACHERS PROF STAFF	10,300.00	519.64	519.64	25.23	7,701.80	0.00	0.00	
7,701.80									
01 2120 231 003	RETIREMENT/TEACHERS PROF STAFF	6,695.00	149.94	149.94	11.20	5,945.30	0.00	0.00	
5,945.30									
01 2120 237 001	ADD'L RETIREMENT CONTRIBUTION	3,605.00	51.60	51.60	7.16	3,347.00	0.00	0.00	
3,347.00									
01 2120 237 003	ADD'L RETIREMENT CONTRIBUTION	2,266.00	14.89	14.89	3.29	2,191.55	0.00	0.00	
2,191.55									
01 2120 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	36,050.00	1,428.80	1,428.80	19.82	28,906.00	0.00	0.00	
28,906.00									
01 2120 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	28,840.00	680.60	680.60	11.80	25,437.00	0.00	0.00	
25,437.00									
01 2120 610 001	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2120 610 003	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2120 810 001	REG SALARIES/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
2120 GUIDANCE SERVICES		325,892.00	12,721.74	12,721.74	19.52	262,283.27	0.00	0.00	
2130 HEALTH SERVICES									
01 2130 110 003	REGULAR SALARIES/NON INSTR STAFF	23,600.00	1,345.02	1,345.02	26.68	17,303.42	0.00	0.00	
17,303.42									
01 2130 110 009	REG SALARIES/NON INSTR STAFF	48,000.00	2,420.48	2,420.48	25.21	35,897.60	0.00	0.00	
35,897.60									
01 2130 111 001	SALARIES OF TEACHERS/PROF STAFF	25,750.00	2,414.98	2,414.98	46.89	13,675.10	0.00	0.00	
13,675.10									
01 2130 111 003	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2130 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2130 210 009	GROUP INS/NON INST STAFF	250.00	27.33	27.33	54.66	113.35	0.00	0.00	
113.35									
01 2130 211 001	GROUP INS FOR TEACHERS/PROF STAFF	206.00	16.15	16.15	39.20	125.25	0.00	0.00	
125.25									
01 2130 211 003	GROUP INS FOR TEACHERS/PROF STAFF	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 2130 220 003	SOCIAL SECURITY/NON INSTR STAFF	1,854.00	102.89	102.89	25.98	1,372.31	0.00	0.00	
1,372.31									
01 2130 220 009	SOCIAL SECURITY/NON INSTR STAFF	2,500.00	182.43	182.43	36.49	1,587.86	0.00	0.00	
1,587.86									
01 2130 221 001	SOCIAL SECURITY/TEACHERS PROF STAFF	3,090.00	184.41	184.41	29.84	2,167.95	0.00	0.00	
2,167.95									
01 2130 221 003	SOCIAL SECURITY/TEACHERS PROF STAFF	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00	
4,000.00									
01 2130 230 003	RETIREMENT/NON INSTRUCTIONAL STAFF	1,545.00	98.86	98.86	29.95	1,082.20	0.00	0.00	
1,082.20									
01 2130 230 009	RETIREMENT/NON INSTR STAFF	2,500.00	177.91	177.91	35.58	1,610.46	0.00	0.00	
1,610.46									
01 2130 231 001	RETIREMENT/TEACHERS PROF STAFF	2,060.00	177.50	177.50	43.08	1,172.50	0.00	0.00	
1,172.50									
01 2130 231 003	RETIREMENT/TEACHERS PROF STAFF	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2130 237 001	ADD'L RETIREMENT CONTRIBUTION	721.00	17.63	17.63	12.23	632.85	0.00	0.00	
632.85									
01 2130 237 003	ADD'L RETIREMENT CONTRIBUTION	515.00	9.82	9.82	8.93	469.02	0.00	0.00	
469.02									
01 2130 237 009	ADD'L RETIREMENT CONTRIBUTION	1,000.00	17.67	17.67	8.84	911.65	0.00	0.00	
911.65									
01 2130 280 009	HEALTH BENEFITS/NON	30,000.00	1,478.74	1,478.74	24.65	22,606.30	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	INSTRUCTIONAL								
22,606.30									
01 2130 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	4,120.00	0.00	0.00	0.00	4,120.00	0.00	0.00	
4,120.00									
01 2130 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2130 330 003	EMPLOYEE TRAINING/DEVELOPMENT	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 2130 340 000	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2130 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	(249.04)	0.00	0.00	
(249.04)									
01 2130 610 001	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2130 610 003	GENERAL SUPPLIES	515.00	35.00	35.00	80.73	317.09	0.00	217.84	
99.25									
01 2130 610 009	GENERAL SUPPLIES	515.00	49.93	49.93	332.05	(1,195.05)	0.00	0.00	
(1,195.05)									
2130	HEALTH SERVICES	153,977.00	8,756.75	8,756.75	29.38	108,956.82	0.00	217.84	
2141	SCHOOL PSYCHOLOGY SERVICES								
01 2141 111 000	SALARIES OF TEACHERS/PROF STAFF	59,000.00	6,013.50	6,013.50	50.96	28,932.50	0.00	0.00	
28,932.50									
01 2141 211 000	GROUP INS FOR TEACHERS/PROF STAFF	1,030.00	47.40	47.40	23.01	793.00	0.00	0.00	
793.00									
01 2141 221 000	SOCIAL SECURITY/TEACHERS PROF STAFF	6,000.00	523.53	523.53	43.63	3,382.35	0.00	0.00	
3,382.35									
01 2141 231 000	RETIREMENT/TEACHERS PROF STAFF	6,000.00	441.99	441.99	36.83	3,790.05	0.00	0.00	
3,790.05									
01 2141 237 000	ADD'L RETIREMENT CONTRIBUTION	2,000.00	43.90	43.90	10.98	1,780.50	0.00	0.00	
1,780.50									
01 2141 281 000	HEALTH BENEFITS FOR TEACHERS/PROF	10,000.00	786.60	786.60	39.33	6,067.00	0.00	0.00	
6,067.00									
01 2141 330 000	EMPLOYEE TRAINING	515.00	0.00	0.00	5.83	515.00	0.00	30.00	
485.00									
01 2141 340 000	OTHER PROFESSIONAL SERVICES & OFFICIALS	72,000.00	7,257.00	7,257.00	42.47	41,422.00	0.00	0.00	
41,422.00									
01 2141 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2141	SCHOOL PSYCHOLOGY SERVICES	156,545.00	15,113.92	15,113.92	44.65	86,682.40	0.00	30.00	
2151	SA SPEECH PATHOLOGY								
01 2151 111 003	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2151 111 009	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2151 211 003	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 211 009	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 221 003	SOCIAL SECURITY/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 221 009	SOCIAL SECURITY/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 231 003	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 231 009	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 237 003	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 237 009	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2151 340 001	SA SPEECH PATHOLOGY	33,000.00	3,017.25	3,017.25	59.14	13,484.75	0.00	0.00	0.00
13,484.75									
01 2151 340 003	SA SPEECH PATHOLOGY	39,000.00	6,642.00	6,642.00	71.86	10,974.00	0.00	0.00	0.00
10,974.00									
01 2151 340 009	OTHER PROFESSIONAL SERVICES/SLP	120,000.00	20,602.89	20,602.89	91.82	9,810.36	0.00	0.00	0.00
9,810.36									
01 2151 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	27,500.00	0.00	0.00	23.57	21,018.50	0.00	0.00	0.00
21,018.50									
01 2151 610 009	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
2151	SA SPEECH PATHOLOGY	219,500.00	30,262.14	30,262.14	74.81	55,287.61	0.00	0.00	0.00
55,287.61									
2152	PK 3-5 SPEECH PATHOLOGY								
01 2152 340 010	3-5 SPEECH PATHOLOGY SERVICES	30,000.00	5,038.50	5,038.50	128.31	(8,491.50)	0.00	0.00	0.00
(8,491.50)									
2152	PK 3-5 SPEECH PATHOLOGY	30,000.00	5,038.50	5,038.50	128.31	(8,491.50)	0.00	0.00	0.00
(8,491.50)									
2153	PK 0-3 SPEECH PATHOLOGY								
01 2153 340 010	0-2 SPEECH PATHOLOGY	18,000.00	2,357.50	2,357.50	50.11	8,980.00	0.00	0.00	0.00
8,980.00									
2153	PK 0-3 SPEECH PATHOLOGY	18,000.00	2,357.50	2,357.50	50.11	8,980.00	0.00	0.00	0.00
8,980.00									
2161	SA OCCUPATIONAL THERAPY								
01 2161 340 001	OCCUPATIONAL THERAPY	13,000.00	122.50	122.50	16.83	10,812.50	0.00	0.00	0.00
10,812.50									
01 2161 340 003	OCCUPATIONAL THERAPY	6,000.00	262.50	262.50	28.88	4,267.50	0.00	0.00	0.00
4,267.50									
01 2161 340 009	OCCUPATIONAL THERAPY	20,000.00	665.00	665.00	48.91	10,217.50	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
10,217.50									
2161 SA OCCUPATIONAL THERAPY		39,000.00	1,050.00	1,050.00	35.13	25,297.50	0.00	0.00	
2162 PK OCCUPATIONAL THERAPY									
01 2162 340 010	OCCUPATIONAL THERAPY	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	
5,000.00									
2162 PK OCCUPATIONAL THERAPY		5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	
2163 0-2 OCCUPATIONAL THERAPY									
01 2163 340 010	OCCUPATIONAL THERAPY	0.00	2,415.00	2,415.00	0.00	(18,340.00)	0.00	0.00	
(18,340.00)									
2163 0-2 OCCUPATIONAL THERAPY		0.00	2,415.00	2,415.00	0.00	(18,340.00)	0.00	0.00	
2171 SA PHYSICAL THERAPY									
01 2171 340 001	PHYSICAL THERAPY SERVICES	28,000.00	192.50	192.50	6.56	26,162.50	0.00	0.00	
26,162.50									
01 2171 340 003	PHYSICAL THERAPY SERVICES	3,605.00	192.50	192.50	42.72	2,065.00	0.00	0.00	
2,065.00									
01 2171 340 009	PHYSICAL THERAPY SERVICES	6,000.00	490.00	490.00	74.96	1,502.50	0.00	0.00	
1,502.50									
2171 SA PHYSICAL THERAPY		37,605.00	875.00	875.00	20.94	29,730.00	0.00	0.00	
2172 PK PHYSICAL THERAPY									
01 2172 340 010	PHYSICAL THERAPY SERVICES	12,360.00	0.00	0.00	0.00	12,360.00	0.00	0.00	
12,360.00									
2172 PK PHYSICAL THERAPY		12,360.00	0.00	0.00	0.00	12,360.00	0.00	0.00	
2173 0-2 PHYSICAL THERAPY									
01 2173 340 010	PHYSICAL THERAPY SERVICES	20,000.00	3,325.00	3,325.00	58.80	8,240.00	0.00	0.00	
8,240.00									
2173 0-2 PHYSICAL THERAPY		20,000.00	3,325.00	3,325.00	58.80	8,240.00	0.00	0.00	
2181 SA VISION									
01 2181 340 009	VISION SERVICES	70,000.00	6,400.00	6,400.00	55.56	31,104.82	0.00	0.00	
31,104.82									
01 2181 340 010	OTHER PROFESSIONAL SERVICES	7,500.00	0.00	0.00	59.83	3,012.86	0.00	0.00	
3,012.86									
2181 SA VISION		77,500.00	6,400.00	6,400.00	55.98	34,117.68	0.00	0.00	
2189 M.S. ATHLETICS									
01 2189 130 003	ATHLETIC PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2189 M.S. ATHLETICS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2204 CHEERLEADERS									
01 2204 408 001	CHEERLEADERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2204 CHEERLEADERS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2212 INSTR AND CURRICULUM DEVELOPMENT									
01 2212 151 000	ADD'L COMPENSATION TO TEACHERS	15,450.00	0.00	0.00	6.78	14,402.50	0.00	0.00	
14,402.50									
01 2212 221 000	SOCIAL SECURITY/TEACHERS	1,545.00	0.00	0.00	5.19	1,464.86	0.00	0.00	
1,464.86									
01 2212 231 000	RETIREMENT/TEACHERS PROF STAFF	1,545.00	0.00	0.00	4.98	1,468.01	0.00	0.00	
1,468.01									
01 2212 237 000	ADD'L RETIREMENT CONTRIBUTION	1,030.00	0.00	0.00	0.74	1,022.36	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
1,022.36									
01 2212 320 000	PROFESSIONAL EDUCATIONAL SERVICES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2212 330 000	EMPLOYEE TRAINING	2,060.00	0.00	0.00	94.34	1,316.50	0.00	1,200.00	
116.50									
01 2212 330 001	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2212 330 003	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2212 610 000	CURRICULUM SUPPLIES	18,540.00	87.00	87.00	3.23	17,941.87	0.00	0.00	
17,941.87									
01 2212 610 001	GENERAL SUPPLIES	7,210.00	0.00	0.00	306.74	(14,906.13)	0.00	0.00	
(14,906.13)									
01 2212 610 003	GENERAL SUPPLIES	5,150.00	0.00	0.00	124.44	1,693.97	0.00	2,952.58	
(1,258.61)									
01 2212 610 009	GENERAL SUPPLIES	20,600.00	0.00	0.00	8.13	19,464.00	0.00	539.67	
18,924.33									
01 2212 640 000	TEXTBOOKS	51,500.00	0.00	0.00	0.00	51,500.00	0.00	0.00	
51,500.00									
01 2212 640 001	TEXTBOOKS	3,090.00	0.00	0.00	4.67	2,945.60	0.00	0.00	
2,945.60									
01 2212 640 003	TEXTBOOKS	5,150.00	40.10	40.10	129.34	(1,497.80)	0.00	12.99	
(1,510.79)									
01 2212 640 009	TEXTBOOKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2212 643 000	WEB BASED SOFTWARE	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2212 643 001	WEB BASED SOFTWARE	10,300.00	0.00	0.00	0.00	10,300.00	0.00	0.00	
10,300.00									
01 2212 643 003	WEB BASED SOFTWARE	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 2212 643 009	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2212	INSTR AND CURRICULUM	149,780.00	145,230.00	127.10	127.10	28.07	109,175.74	0.00	4,705.24
2213	INSTRUCTIONAL STAFF TRAINING								
01 2213 252 000	TUITION REIMBURSEMNT/SUPPORT STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2213 330 000	INSTRUCTIONAL STAFF TRAINING	2,060.00	250.00	250.00	179.31	(1,408.85)	0.00	225.00	
(1,633.85)									
01 2213 330 001	EMPLOYEE TRAINING/DEVELOPMENT	3,090.00	0.00	0.00	35.79	2,500.00	0.00	515.83	
1,984.17									
01 2213 330 003	EMPLOYEE TRAINING/DEVELOPMENT	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2213 330 009	EMPLOYEE TRAINING/DEVELOPMENT	1,545.00	0.00	0.00	9.71	1,545.00	0.00	150.00	
1,395.00									
2213	INSTRUCTIONAL STAFF TRAINING	7,210.00	7,210.00	250.00	250.00	68.65	3,151.15	0.00	890.83
2214	IMPLEMENTATION OF STANDARDS								
01 2214 320 000	PROFESSIONAL EDUCATIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
0.00									
2214	IMPLEMENTATION OF STANDARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES								
01 2220 111 001	SALARIES OF TEACHERS/PROF STAFF	40,000.00	4,336.00	4,336.00	54.20	18,320.00	0.00	0.00	
18,320.00									
01 2220 111 003	SALARIES OF TEACHERS/PROF STAFF	75,000.00	6,560.00	6,560.00	43.73	42,200.00	0.00	0.00	
42,200.00									
01 2220 111 009	SALARIES OF TEACHERS/PROF STAFF	28,000.00	2,496.00	2,496.00	44.57	15,520.00	0.00	0.00	
15,520.00									
01 2220 211 001	GROUP INS FOR TEACHERS/PROF STAFF	500.00	42.41	42.41	42.41	287.95	0.00	0.00	
287.95									
01 2220 211 003	GROUP INS FOR TEACHERS/PROF STAFF	515.00	61.38	61.38	59.59	208.10	0.00	0.00	
208.10									
01 2220 211 009	GROUP INS FOR TEACHERS/PROF STAFF	515.00	20.43	20.43	19.83	412.85	0.00	0.00	
412.85									
01 2220 221 001	SOCIAL SECURITY/TEACHERS PROF STAFF	3,296.00	327.90	327.90	49.75	1,656.35	0.00	0.00	
1,656.35									
01 2220 221 003	SOCIAL SECURITY/TEACHERS PROF STAFF	4,000.00	501.04	501.04	62.63	1,494.81	0.00	0.00	
1,494.81									
01 2220 221 009	SOCIAL SECURITY/TEACHERS PROF STAFF	3,605.00	220.33	220.33	30.56	2,503.36	0.00	0.00	
2,503.36									
01 2220 231 001	RETIREMENT/TEACHERS PROF STAFF	2,700.00	318.69	318.69	59.02	1,106.55	0.00	0.00	
1,106.55									
01 2220 231 003	RETIREMENT/TEACHERS PROF STAFF	4,635.00	482.16	482.16	52.01	2,224.20	0.00	0.00	
2,224.20									
01 2220 231 009	RETIREMENT/TEACHERS PROF STAFF	2,678.00	183.45	183.45	34.25	1,760.75	0.00	0.00	
1,760.75									
01 2220 237 001	ADD'L RETIREMENT CONTRIBUTION	1,200.00	31.64	31.64	13.19	1,041.75	0.00	0.00	
1,041.75									
01 2220 237 003	ADD'L RETIREMENT CONTRIBUTION	1,500.00	47.89	47.89	15.96	1,260.55	0.00	0.00	
1,260.55									
01 2220 237 009	ADD'L RETIREMENT CONTRIBUTION	1,545.00	18.22	18.22	5.90	1,453.90	0.00	0.00	
1,453.90									
01 2220 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	15,000.00	1,652.20	1,652.20	55.07	6,739.00	0.00	0.00	
6,739.00									
01 2220 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	23,000.00	2,424.17	2,424.17	52.70	10,879.15	0.00	0.00	
10,879.15									
01 2220 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	5,000.00	393.30	393.30	39.33	3,033.50	0.00	0.00	
3,033.50									
01 2220 610 001	GENERAL SUPPLIES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2220 610 003	GENERAL SUPPLIES	3,000.00	0.00	0.00	62.10	1,136.97	0.00	0.00	
1,136.97									
01 2220 610 009	GENERAL SUPPLIES	515.00	244.58	244.58	47.49	270.42	0.00	0.00	
270.42									
01 2220 640 001	TEXTBOOKS/LIBRARY BOOKS	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 2220 640 003	TEXTBOOKS/LIBRARY BOOKS	3,700.00	428.73	428.73	54.49	2,082.98	0.00	399.17	
1,683.81									
01 2220 640 009	TEXTBOOKS/LIBRARY BOOKS	4,120.00	0.00	0.00	48.54	4,120.00	0.00	2,000.00	
2,120.00									
2220	LIBRARY/MEDIA SERVICES	118,288.97	225,569.00	20,790.52	20,790.52	47.31	121,258.14	0.00	2,399.17
2230	INSTRUCTION RELATED TECHNOLOGY								
01 2230 116 000	SALARIES/NON CERTIFIED PROFESSIONALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2230 216 000	GROUP INS/NON CERT PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2230 226 000	SS/MEDICARE/NON CERTIFIED PROFESSIONALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2230 236 000	RETIREMENT CONTRIBUTION/PROF NON CERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2230 237 000	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2230 286 000	HEALTH BENEFITS/PROF NON CERT STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2230 330 000	EMPLOYEE TRAINING/DEVELOPMENT	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2230 350 000	TECHNICAL SERVICES	2,060.00	0.00	0.00	126.21	(540.00)	0.00	0.00	
(540.00)									
01 2230 350 003	TECHNICAL SERVICES	2,060.00	0.00	0.00	0.00	2,060.00	0.00	0.00	
2,060.00									
01 2230 432 000	TECHNOLOGY REPAIRS AND MNTCE	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2230 610 000	GENERAL SUPPIES	1,100.00	0.00	0.00	0.00	1,100.00	0.00	0.00	
1,100.00									
2230	INSTRUCTION RELATED TECHNOLOGY	9,750.00	6,250.00	0.00	0.00	41.60	3,650.00	0.00	0.00
2310	BOARD OF EDUCATION								
01 2310 221 000	SOCIAL SECURITY/TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2310 291 000	OTHER EMPLOYEE BENEFITS/PROF STAFF	15,000.00	1,753.50	1,753.50	44.54	8,319.00	0.00	0.00	
8,319.00									
01 2310 310 000	ADMINISTRATIVE SERV ICES	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	
5,000.00									
01 2310 340 000	OTHER PROFESSIONAL SERVICES/OFFICIALS	2,060.00	0.00	0.00	0.00	2,060.00	0.00	0.00	
2,060.00									
01 2310 520 000	INSURANCE	300,000.00	0.00	0.00	113.62	(40,845.00)	0.00	0.00	
(40,845.00)									
01 2310 531 000	POSTAGE	0.00	0.00	0.00	0.00	(15.95)	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(15.95)									
01 2310 540 000	ADVERTISING	10,000.00	8,178.48	8,178.48	150.53	(5,052.79)	0.00	0.00	
(5,052.79)									
01 2310 610 000	GENERAL SUPPLIES	9,500.00	933.83	933.83	15.30	8,081.73	0.00	35.00	
8,046.73									
01 2310 610 000 0014	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2310 643 000	WEB BASED SOFTWARE	23,690.00	11,034.76	11,034.76	96.48	834.68	0.00	0.00	
834.68									
01 2310 810 000	DUES AND FEES	48,000.00	0.00	0.00	15.53	40,545.11	0.00	0.00	
40,545.11									
2310	BOARD OF EDUCATION	413,250.00	21,900.57	21,900.57	95.43	18,926.78	0.00	35.00	
2320	EXECUTIVE ADMIN. SERVICES								
01 2320 105 000	SALARIES PAID TO SUPERINTENDENT	169,950.00	13,887.79	13,887.79	40.86	100,511.05	0.00	0.00	
100,511.05									
01 2320 215 000	GROUP INS/SUPERINTENDENTS	2,060.00	109.65	109.65	27.38	1,496.04	0.00	0.00	
1,496.04									
01 2320 225 000	SOCIAL SECURITY/SUPERINTENDENT	12,360.00	1,119.52	1,119.52	32.46	8,348.10	0.00	0.00	
8,348.10									
01 2320 235 000	RETIREMENT/SUPERINTENDENTS	14,420.00	1,020.76	1,020.76	35.39	9,316.20	0.00	0.00	
9,316.20									
01 2320 237 000	ADD'L RETIREMENT CONTRIBUTION	5,150.00	101.38	101.38	9.84	4,643.10	0.00	0.00	
4,643.10									
01 2320 285 000	HEALTH BENEFITS/SUPERINTENDENT	11,330.00	725.30	725.30	32.01	7,703.50	0.00	0.00	
7,703.50									
01 2320 320 000	PROF EDUCATIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2320 330 000	EMPLOYEE TRAINING/DEVELOPMENT	1,030.00	156.22	156.22	43.81	578.78	0.00	0.00	
578.78									
01 2320 382 000	DISTANCE ED/TELECOMMUNICATIONS	1,545.00	0.00	0.00	0.00	1,545.00	0.00	0.00	
1,545.00									
01 2320 580 000	TRAVEL EXPENDITURES	2,060.00	0.00	0.00	18.22	1,684.64	0.00	0.00	
1,684.64									
01 2320 610 000	GENERAL SUPPLIES	1,500.00	10.69	10.69	17.72	1,264.17	0.00	29.96	
1,234.21									
01 2320 810 000	DUES AND FEES/ENTRY FEES	2,060.00	0.00	0.00	19.42	1,660.00	0.00	0.00	
1,660.00									
2320	EXECUTIVE ADMIN. SERVICES	223,465.00	17,131.31	17,131.31	37.92	138,750.58	0.00	29.96	
2330	DISTRICT LEGAL SERVICES								
01 2330 317 000	CONTRACTED LEGAL SERVICES	10,000.00	4,006.80	4,006.80	118.78	(1,877.60)	0.00	0.00	
(1,877.60)									
2330	DISTRICT LEGAL SERVICES	10,000.00	4,006.80	4,006.80	118.78	(1,877.60)	0.00	0.00	
2410	OFFICE OF THE PRINCIPAL SERV.								
01 2410 110 001	REG SALARIES/NON INST STAFF	82,400.00	6,446.72	6,446.72	37.69	51,343.68	0.00	0.00	
51,343.68									
01 2410 110 003	REG SALARIES/NON INST STAFF	65,920.00	4,737.15	4,737.15	38.02	40,859.77	0.00	0.00	
40,859.77									
01 2410 110 003 0014	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2410 110 009	REG SALARIES/NON INSTR STAFF	72,100.00	6,555.21	6,555.21	49.32	36,538.39	0.00	0.00	36,538.39
01 2410 110 009 0014	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 2410 111 000	SALARIES OF TEACHERS/PROF STAFF	123,600.00	8,925.00	8,925.00	36.10	78,975.00	0.00	0.00	78,975.00
01 2410 111 001	SALARIES OF TEACHERS/PROF STAFF	358,000.00	29,496.24	29,496.24	41.20	210,518.80	0.00	0.00	210,518.80
01 2410 111 003	SALARIES OF TEACHERS/PROF STAFF	242,050.00	18,559.17	18,559.17	38.34	149,254.15	0.00	0.00	149,254.15
01 2410 111 009	SALARIES OF TEACHERS/PROF STAFF	190,550.00	15,666.66	15,666.66	41.11	112,216.70	0.00	0.00	112,216.70
01 2410 210 001	GROUP INS/NON INSTR STAFF	103.00	3.30	3.30	16.02	86.50	0.00	0.00	86.50
01 2410 210 003	GROU INS/NON INSTR STAFF	103.00	22.42	22.42	113.73	(14.14)	0.00	0.00	(14.14)
01 2410 210 009	GROUP INS/NON INST STAFF	103.00	1.94	1.94	9.42	93.30	0.00	0.00	93.30
01 2410 211 000	GROUP INS FOR TEACHERS/PROF STAFF	1,545.00	79.81	79.81	25.83	1,145.95	0.00	0.00	1,145.95
01 2410 211 001	GROUP INS FOR TEACHERS/PROF STAFF	3,605.00	280.72	280.72	39.26	2,189.76	0.00	0.00	2,189.76
01 2410 211 003	GROUP INS FOR TEACHERS/PROF STAFF	2,060.00	158.73	158.73	38.53	1,266.35	0.00	0.00	1,266.35
01 2410 211 009	GROUP INS FOR TEACHERS/PROF STAFF	2,060.00	146.79	146.79	36.36	1,311.01	0.00	0.00	1,311.01
01 2410 220 001	SOCIAL SECURITY/NON INST STAFF	8,240.00	516.04	516.04	30.22	5,749.87	0.00	0.00	5,749.87
01 2410 220 003	SOCIAL SECURITY/NON INST STAFF	5,665.00	371.51	371.51	34.65	3,701.85	0.00	0.00	3,701.85
01 2410 220 009	SOCIAL SECURITY/NON INST STAFF	6,180.00	497.38	497.38	43.69	3,479.94	0.00	0.00	3,479.94
01 2410 221 000	SOCIAL SECURITY/TEACHERS/PROF STAFF	11,330.00	685.96	685.96	30.22	7,905.62	0.00	0.00	7,905.62
01 2410 221 001	SOCIAL SECURITY/TEACHERS PROF STAFF	30,900.00	2,254.12	2,254.12	36.47	19,629.40	0.00	0.00	19,629.40
01 2410 221 003	SOCIAL SECURITY/TEACHERS PROF STAFF	20,600.00	1,466.55	1,466.55	35.60	13,267.25	0.00	0.00	13,267.25
01 2410 221 009	SOCIAL SECURITY/TEACHERS/PROF STAFF	15,450.00	1,194.64	1,194.64	38.67	9,475.64	0.00	0.00	9,475.64
01 2410 230 001	RETIREMENT/NON INST STAFF	7,210.00	473.84	473.84	31.66	4,927.34	0.00	0.00	4,927.34
01 2410 230 003	RETIREMENT/NON INST STAFF	6,180.00	349.75	349.75	29.94	4,329.89	0.00	0.00	4,329.89

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2410 230 009	RETIREMENT/NON INST STAFF	6,180.00	466.43	466.43	40.62	3,669.80	0.00	0.00	3,669.80
01 2410 231 000	RETIREMENT/TEACHERS PROF STAFF	9,270.00	655.99	655.99	35.38	5,990.05	0.00	0.00	5,990.05
01 2410 231 001	RETIREMENT/TEACHERS PROF STAFF	28,840.00	2,167.97	2,167.97	37.59	18,000.15	0.00	0.00	18,000.15
01 2410 231 003	RETIREMENT/TEACHERS PROF STAFF	17,510.00	1,364.10	1,364.10	38.95	10,689.50	0.00	0.00	10,689.50
01 2410 231 009	RETIREMENT/TEACHERS PROF STAFF	15,450.00	1,151.49	1,151.49	37.27	9,692.55	0.00	0.00	9,692.55
01 2410 237 000	ADD'L RETIREMENT CONTRIBUTION	2,500.00	65.15	65.15	13.03	2,174.25	0.00	0.00	2,174.25
01 2410 237 001	ADD'L RETIREMENT CONTRIBUTION	10,000.00	262.39	262.39	13.03	8,696.65	0.00	0.00	8,696.65
01 2410 237 003	ADD'L RETIREMENT CONTRIBUTION	6,200.00	170.22	170.22	13.89	5,338.85	0.00	0.00	5,338.85
01 2410 237 009	ADD'L RETIREMENT CONTRIBUTION	6,000.00	160.69	160.69	13.69	5,178.87	0.00	0.00	5,178.87
01 2410 280 001	HEALTH BENEFITS/NON INSTRUCTIONAL	4,326.00	340.00	340.00	39.30	2,626.00	0.00	0.00	2,626.00
01 2410 280 003	HEALTH BENEFITS/NON INSTRUCTIONAL	8,000.00	721.16	721.16	45.07	4,394.20	0.00	0.00	4,394.20
01 2410 280 009	HEALTH BENEFITS/NON INSTRUCTIONAL	3,090.00	880.24	880.24	142.43	(1,311.20)	0.00	0.00	(1,311.20)
01 2410 281 000	HEALTH BENEFITS FOR TEACHERS/PROF	11,330.00	1,441.26	1,441.26	83.21	1,902.23	0.00	0.00	1,902.23
01 2410 281 001	HEALTH BENEFITS FOR TEACHERS/PROF	106,090.00	8,302.75	8,302.75	39.13	64,576.25	0.00	0.00	64,576.25
01 2410 281 003	HEALTH BENEFITS FOR TEACHERS/PROF	41,200.00	3,242.55	3,242.55	39.35	24,987.25	0.00	0.00	24,987.25
01 2410 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	61,800.00	4,237.66	4,237.66	34.29	40,611.70	0.00	0.00	40,611.70
01 2410 291 000	ADMINISTRATIVE MILEAGE	1,545.00	50.00	50.00	16.18	1,295.00	0.00	0.00	1,295.00
01 2410 291 001	ADMINISTRATIVE MILEAGE	1,545.00	0.00	0.00	0.00	1,545.00	0.00	0.00	1,545.00
01 2410 291 003	ADMINSTRATIVE MILEAGE	1,030.00	50.00	50.00	24.27	780.00	0.00	0.00	780.00
01 2410 291 009	ADMINISTRATIVE MILEAGE	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	1,030.00
01 2410 810 000	DUES AND FEES/ENTRY FEES	4,738.00	0.00	0.00	18.36	3,868.00	0.00	0.00	3,868.00
01 2410 810 001	DUES AND FEES/ENTRY FEES	2,678.00	75.00	75.00	8.40	2,453.00	0.00	0.00	2,453.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2410 810 003	DUES AND FEES/ENTRY FEES	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	0.00
1,030.00									
01 2410 810 009	DUES AND FEES	1,545.00	0.00	0.00	6.47	1,445.00	0.00	0.00	0.00
1,445.00									
2410	OFFICE OF THE PRINCIPAL SERV.	978,915.12	1,608,881.00	124,694.70	124,694.70	39.16	978,915.12	0.00	0.00
2510	GENERAL BUSINESS SUPPORT								
01 2510 110 000	REG SALARIES/NON INST STAFF	130,000.00	13,407.14	13,407.14	48.86	66,486.84	0.00	0.00	
66,486.84									
01 2510 116 000	SALARIES/NON CERTIFIED PROFESSIONALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2510 210 000	GROUP INS/NON INST STAFF	500.00	49.86	49.86	50.78	246.10	0.00	0.00	
246.10									
01 2510 216 000	GROUP INS/NON CERT PROF STAFF	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 2510 220 000	SOCIAL SECURITY/NON INST STAFF	10,000.00	1,025.32	1,025.32	48.57	5,142.83	0.00	0.00	
5,142.83									
01 2510 226 000	SS/MEDICARE/NON CERTIFIED PROFESSIONALS	5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00	
5,150.00									
01 2510 230 000	RETIREMENT/NON INST STAFF	10,300.00	985.42	985.42	45.32	5,631.78	0.00	0.00	
5,631.78									
01 2510 236 000	RETIREMENT CONTRIBUTION/PROF NON CERT	8,240.00	0.00	0.00	0.00	8,240.00	0.00	0.00	
8,240.00									
01 2510 237 000	ADD'L RETIREMENT CONTRIBUTION	4,120.00	97.87	97.87	11.25	3,656.33	0.00	0.00	
3,656.33									
01 2510 260 000	UNEMPLOYMENT/NON INSTRUCTIONAL	51.00	0.00	0.00	0.00	51.00	0.00	0.00	
51.00									
01 2510 262 000	UNEMPLOYMENT/INSTRUC AIDES	40,000.00	0.00	0.00	3.31	38,676.08	0.00	0.00	
38,676.08									
01 2510 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	6,800.00	913.42	913.42	67.16	2,232.90	0.00	0.00	
2,232.90									
01 2510 286 000	HEALTH BENEFITS/PROF NON CERT STAFF	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 2510 315 000	ACCOUNTING AND AUDITING SE	33,600.00	16,607.64	16,607.64	108.95	(3,007.64)	0.00	0.00	
(3,007.64)									
01 2510 330 000	EMPLOYEE TRAINING/DEVELOPMENT	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 2510 340 000	OTHER PROFESSIONAL SERVICES/OFFICIALS	7,500.00	0.00	0.00	0.00	7,500.00	0.00	0.00	
7,500.00									
01 2510 443 000	RENTAL OF TECH EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2510 520 000	INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2510 531 000	POSTAGE	3,337.00	536.88	536.88	111.10	(370.53)	0.00	0.00	
(370.53)									
01 2510 610 000	GENERAL SUPPLIES	3,000.00	536.89	536.89	52.39	1,828.36	0.00	400.00	
1,428.36									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2510 643 000	WEB BASED SOFTWARE	4,841.00	0.00	0.00	0.00	4,841.00	0.00	0.00	4,841.00
01 2510 650 000	TECHNOLOGY SOFTWARE	9,000.00	0.00	0.00	101.11	(100.00)	0.00	0.00	(100.00)
01 2510 810 000	DUES AND FEES/ENTRY FEES	1,000.00	532.69	532.69	193.99	(939.86)	0.00	0.00	(939.86)
01 2510 835 000	INTEREST ON SHORT TERM DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2510	GENERAL BUSINESS SUPPORT	280,529.00	34,693.13	34,693.13	47.26	148,355.19	0.00	0.00	400.00
2530	DUPLICATNG SERVICES								
01 2530 440 000	COPIER LEASES/MAINTENANCE	87,550.00	7,749.94	7,749.94	40.60	52,005.81	0.00	0.00	52,005.81
01 2530 440 003	COPIER LEASES	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	1,030.00
01 2530 440 009	RENTALS/LEASES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	515.00
01 2530 610 000	COPIER SUPPLIES	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00	20,000.00
2530	DUPLICATNG SERVICES	109,095.00	7,749.94	7,749.94	32.58	73,550.81	0.00	0.00	0.00
2540	EVALUATION SERVICES								
01 2540 810 000	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2540	EVALUATION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2580	ADMIN TECHNOLOGY SERVICES								
01 2580 110 000	REGULAR SALARIES	41,200.00	4,694.63	4,694.63	51.85	19,839.45	0.00	0.00	19,839.45
01 2580 116 000	SALARIES/NON CERTIFIED PROFESSIONALS	66,950.00	5,335.75	5,335.75	39.85	40,271.25	0.00	0.00	40,271.25
01 2580 210 000	REGULAR SALARIES INS	0.00	1.94	1.94	0.00	(9.70)	0.00	0.00	(9.70)
01 2580 216 000	GROUP INS/NON CERT PROF STAFF	0.00	1.94	1.94	0.00	(9.70)	0.00	0.00	(9.70)
01 2580 220 000	RETIREMENT/NON TEACHING STAFF	4,326.00	334.23	334.23	34.89	2,816.47	0.00	0.00	2,816.47
01 2580 226 000	SS/MEDICARE/NON CERTIFIED PROFESSIONALS	6,180.00	406.12	406.12	32.89	4,147.33	0.00	0.00	4,147.33
01 2580 230 000	RETIREMENT/NON INSTRUCTIONAL STAFF	3,090.00	345.05	345.05	44.37	1,719.01	0.00	0.00	1,719.01
01 2580 236 000	RETIREMENT CONTRIBUTION/PROF NON CERT	4,635.00	392.18	392.18	42.31	2,674.10	0.00	0.00	2,674.10
01 2580 237 000	ADD'L RETIREMENT CONTRIBUTION	2,575.00	73.21	73.21	12.85	2,244.09	0.00	0.00	2,244.09
01 2580 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	3,090.00	563.94	563.94	91.25	270.30	0.00	0.00	270.30
01 2580 286 000	HEALTH BENEFITS/PROF NON CERT STAFF	30,900.00	2,424.17	2,424.17	39.23	18,779.15	0.00	0.00	18,779.15
01 2580 350 000	TECHNICAL SERVICES	5,150.00	0.00	0.00	213.78	5,000.00	0.00	10,859.81	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(5,859.81)									
01 2580 382 000	DISTANCE LRNG AND TELECOMMUNICATIONS	100,000.00	7,002.27	7,002.27	35.38	65,233.16	0.00	616.32	
64,616.84									
01 2580 432 000	TECHNOLOGY REPAIRS AND MNTCE	25,750.00	2,266.00	2,266.00	32.44	17,920.61	0.00	525.19	
17,395.42									
01 2580 432 001	TECHNOLOGY REPAIRS AND MNTCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2580 432 003	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2580 432 009	TECHNOLOGY REPAIRS AND MNTCE	50.00	0.00	0.00	0.00	50.00	0.00	0.00	
50.00									
01 2580 610 000	TECHNOLOGY SUPPLIES	135,643.00	1,969.17	1,969.17	19.98	109,523.23	0.00	983.92	
108,539.31									
01 2580 610 001	GENERAL SUPPLIES/BROADCASTING	4,120.00	35.97	35.97	87.83	511.50	0.00	9.95	
501.55									
01 2580 643 000	WEB BASED SOFTWARE	20,000.00	0.00	0.00	31.83	20,000.00	0.00	6,365.00	
13,635.00									
01 2580 650 000	TECHNLOGY SOFTWARE/UNDER $5k	2,060.00	0.00	0.00	0.00	2,060.00	0.00	0.00	
2,060.00									
01 2580 734 000	TECHNOLOGY RELATED HARDWARE	50,000.00	0.00	0.00	93.34	3,600.00	0.00	269.99	
3,330.01									
01 2580 810 000	DUES AND FEES/ENTRY FEES	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 2580 810 001	DUES AND FEES/ENTRY FEES	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
2580	ADMIN TECHNOLOGY SERVICES	506,852.00	25,846.57	25,846.57	41.18	317,773.25	0.00	19,630.18	
208,143.60									
2610	OPERATION OF PLANT								
01 2610 110 001	REG SALARIES/NON INSTR STAFF	128,750.00	12,569.24	12,569.24	49.27	65,316.62	0.00	0.00	
65,316.62									
01 2610 110 003	REG SALARIES/NON INSTR STAFF	123,600.00	10,830.71	10,830.71	44.71	68,343.20	0.00	0.00	
68,343.20									
01 2610 110 009	REG SALARIES/NON INSTR STAFF	66,950.00	7,372.82	7,372.82	50.48	33,156.47	0.00	0.00	
33,156.47									
01 2610 210 001	GROUP INS/NON INSTR STAFF	154.00	5.82	5.82	18.90	124.90	0.00	0.00	
124.90									
01 2610 210 003	GROUP INS/NON INSTR STAFF	154.00	4.86	4.86	14.75	131.28	0.00	0.00	
131.28									
01 2610 210 009	GROUP INS/NON INSTR STAFF	3,605.00	3.88	3.88	0.54	3,585.60	0.00	0.00	
3,585.60									
01 2610 220 001	SOCIAL SECURITY/NON INST STAFF	10,300.00	949.55	949.55	46.53	5,507.33	0.00	0.00	
5,507.33									
01 2610 220 003	SOCIAL SECUIRTY/NON INSTR STAFF	10,300.00	874.45	874.45	43.19	5,851.04	0.00	0.00	
5,851.04									
01 2610 220 009	SOCIAL SECURITY/NON INSTR STAFF	5,150.00	593.24	593.24	53.03	2,418.75	0.00	0.00	
2,418.75									
01 2610 230 001	RETIREMENT/NON INSTR STAFF	10,300.00	923.84	923.84	45.27	5,637.65	0.00	0.00	
5,637.65									
01 2610 230 003	RETIREMENT/NON INSTR STAFF	10,300.00	796.06	796.06	36.77	6,512.63	0.00	0.00	
6,512.63									
01 2610 230 009	RETIREMENT/NON INSTR STAFF	5,150.00	541.91	541.91	48.23	2,666.16	0.00	0.00	
2,666.16									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2610 237 001	ADD'L RETIREMENT CONTRIBUTION		3,193.00	91.75	91.75	14.50	2,729.93	0.00	0.00
2,729.93									
01 2610 237 003	ADD'L RETIREMENT CONTRIBUTION		3,193.00	79.07	79.07	11.78	2,816.85	0.00	0.00
2,816.85									
01 2610 237 009	ADD'L RETIREMENT CONTRIBUTION		1,545.00	53.82	53.82	15.97	1,298.33	0.00	0.00
1,298.33									
01 2610 280 001	HEALTH BENEFITS/NON INSTRUCTIONAL		20,600.00	1,622.72	1,622.72	39.39	12,486.40	0.00	0.00
12,486.40									
01 2610 280 003	HEALTH BENEFITS/NON INSTRUCTIONAL		15,450.00	600.00	600.00	18.77	12,550.74	0.00	0.00
12,550.74									
01 2610 280 009	HEALTH BENEFITS/NON INSTRUCTIONAL		9,270.00	400.00	400.00	21.57	7,270.00	0.00	0.00
7,270.00									
01 2610 410 001	WATER AND SEWER		13,390.00	831.39	831.39	53.88	6,175.86	0.00	0.00
6,175.86									
01 2610 410 003	WATER AND SEWER		9,991.00	438.14	438.14	64.44	3,552.50	0.00	0.00
3,552.50									
01 2610 410 009	WATER AND SEWER		3,605.00	379.51	379.51	46.14	1,941.76	0.00	0.00
1,941.76									
01 2610 431 000	REPAIRS AND MAINTENANCE		56,650.00	0.00	0.00	0.00	56,650.00	0.00	0.00
56,650.00									
01 2610 431 001	REPAIRS/MAINTENANCE NON TECH		5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00
5,150.00									
01 2610 431 003	REPAIRS/MAINTENANCE NON TECH		1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00
1,030.00									
01 2610 431 009	REPAIRS/MAINTENANCE NON TECH		20,600.00	0.00	0.00	0.00	20,600.00	0.00	0.00
20,600.00									
01 2610 610 000	GENERAL CUSTODIAL SUPPLIES		5,150.00	0.00	0.00	1.24	5,085.94	0.00	0.00
5,085.94									
01 2610 610 000 0014	GENERAL SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 2610 610 001	CUSTODIAL SUPPLIES		3,090.00	0.00	0.00	0.00	3,090.00	0.00	0.00
3,090.00									
01 2610 610 003	CUSTODIAL SUPPLIES		3,090.00	0.00	0.00	0.00	3,090.00	0.00	0.00
3,090.00									
01 2610 621 001	UTILITY ENERGY SERVICES		192,677.00	13,425.46	13,425.46	35.68	125,527.71	0.00	1,589.13
123,938.58									
01 2610 621 003	UTILITY ENERGY SERVICES		167,890.00	13,081.93	13,081.93	46.18	90,717.05	0.00	351.33
90,365.72									
01 2610 810 000	DUES AND FEES/ENTRY FEES		515.00	0.00	0.00	0.00	515.00	0.00	0.00
515.00									
2610	OPERATION OF PLANT		910,792.00	66,470.17	66,470.17	38.56	561,529.70	0.00	1,940.46
2620	MAINTENANCE OF PLANT								
01 2620 110 000	REGULAR SALARIES/NON INSTR STAFF		139,050.00	11,813.32	11,813.32	42.48	79,983.40	0.00	0.00
79,983.40									
01 2620 110 001	REGULAR SALARIES		41,200.00	4,004.75	4,004.75	48.60	21,176.25	0.00	0.00
21,176.25									
01 2620 110 003	REGULAR SALARIES		51,500.00	4,280.00	4,280.00	41.55	30,100.00	0.00	0.00
30,100.00									
01 2620 210 000	GROUP INS/NON INSTRUCTIONAL STAFF		103.00	3.88	3.88	18.83	83.60	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
83.60									
01 2620 210 001	GROUP INS/NON INSTRUCTIONAL	51.00	1.94	1.94	19.02	41.30	0.00	0.00	
41.30									
01 2620 210 003	GROUP INS/NON INSTRUCTIONAL	51.00	1.94	1.94	19.02	41.30	0.00	0.00	
41.30									
01 2620 220 000	SOCIAL SECURITY/NON INSTRC STAFF	10,815.00	932.14	932.14	43.09	6,154.30	0.00	0.00	
6,154.30									
01 2620 220 001	SOCIAL SECURITY/NON INSTRU	3,193.00	321.66	321.66	50.37	1,584.70	0.00	0.00	
1,584.70									
01 2620 220 003	SOCIAL SECURITY/NON INSTRU	4,120.00	342.72	342.72	41.59	2,406.40	0.00	0.00	
2,406.40									
01 2620 230 000	RETIREMENT/NON INSTR STAFF	10,300.00	868.28	868.28	42.15	5,958.60	0.00	0.00	
5,958.60									
01 2620 230 001	RETIREMENT/NON INSTRUC STAFF	3,090.00	294.35	294.35	47.63	1,618.25	0.00	0.00	
1,618.25									
01 2620 230 003	RETIREMENT/NON INSTR STAFF	3,811.00	314.58	314.58	41.27	2,238.10	0.00	0.00	
2,238.10									
01 2620 237 000	ADD'L RETIREMENT CONTRIBUTION	3,399.00	86.24	86.24	12.69	2,967.80	0.00	0.00	
2,967.80									
01 2620 237 001	ADD'L RETIREMENT CONTRIBUTION	1,236.00	29.23	29.23	11.82	1,089.85	0.00	0.00	
1,089.85									
01 2620 237 003	ADD'L RETIREMENT CONTRIBUTION	1,236.00	31.24	31.24	12.64	1,079.80	0.00	0.00	
1,079.80									
01 2620 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	12,360.00	1,080.24	1,080.24	43.70	6,958.80	0.00	0.00	
6,958.80									
01 2620 280 001	HEALTH BENEFITS/NON INSTRUCTIONAL	2,575.00	200.00	200.00	38.83	1,575.00	0.00	0.00	
1,575.00									
01 2620 280 003	HEALTH BENEFITS/NON INSTRUCTIONAL	2,575.00	200.00	200.00	38.83	1,575.00	0.00	0.00	
1,575.00									
01 2620 290 000	PHONE STIPEND/NON INSTRUCTIONAL	2,266.00	180.00	180.00	39.72	1,366.00	0.00	0.00	
1,366.00									
01 2620 291 000	PHONE STIPEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2620 291 001	PHONE STIPEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2620 291 003	PHONE STIPEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2620 420 000	TRASH SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2620 420 001	TRASH SERVICE	19,933.00	1,066.06	1,066.06	48.53	11,900.18	0.00	1,639.67	
10,260.51									
01 2620 420 003	TRASH SERVICE	18,540.00	1,465.44	1,465.44	40.73	10,988.46	0.00	0.00	
10,988.46									
01 2620 431 000	REPAIRS/MAINTENANCE NON TECH	51,500.00	32,011.90	32,011.90	220.65	(53,135.60)	0.00	9,000.00	
(62,135.60)									
01 2620 431 001	REPAIRS/MAINTENANCE NON TECH	36,050.00	1,560.40	1,560.40	295.45	(70,458.66)	0.00	0.00	
(70,458.66)									
01 2620 431 003	REPAIRS/MAINTENANCE NON TECH	25,750.00	1,223.40	1,223.40	57.86	10,852.08	0.00	0.00	
10,852.08									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 2620 431 009	REPAIRS/MAINTENANCE NON TECH	36,050.00	2,371.80	2,371.80	(2.25)	36,859.37	0.00	0.00	36,859.37
01 2620 442 000	LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 2620 610 000	GENERAL SUPPLIES	206,000.00	108,422.37	108,422.37	92.06	45,991.62	0.00	29,641.07	16,350.55
01 2620 610 001	GENERAL SUPPLIES	9,270.00	2,095.25	2,095.25	55.36	4,138.30	0.00	0.00	4,138.30
01 2620 610 003	GENERAL SUPPLIES	6,695.00	756.97	756.97	12.94	5,876.48	0.00	48.04	5,828.44
01 2620 610 009	GENERAL SUPPLIES	2,163.00	0.00	0.00	0.00	2,163.00	0.00	0.00	2,163.00
01 2620 626 000	GASOLINE	2,060.00	0.00	0.00	0.00	2,060.00	0.00	0.00	2,060.00
01 2620 731 000	MACHINERY	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	1,030.00
01 2620 810 000	DUES AND FEES/ENTRY FEES	1,030.00	0.00	0.00	33.79	682.00	0.00	0.00	682.00
2620	MAINTENANCE OF PLANT	264,288.00	709,002.00	175,960.10	175,960.10	80.73	176,945.68	0.00	40,328.78
2630	UPKEEP OF GROUNDS								
01 2630 431 000	REPAIRS/MAINTENANCE NON TECH	15,000.00	650.00	650.00	52.81	7,078.97	0.00	0.00	7,078.97
01 2630 431 001	REPAIRS/MAINTENANCE NON TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 2630 440 000	RENTALS/LEASES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	515.00
01 2630 442 000	RENTALS/LEASES	4,120.00	0.00	0.00	0.00	4,120.00	0.00	0.00	4,120.00
01 2630 450 000	CONSTRUCTION SERVICES	750,000.00	0.00	0.00	0.00	750,000.00	0.00	0.00	750,000.00
01 2630 731 000	MACHINERY	515.00	0.00	0.00	1,509.47	(7,258.75)	0.00	0.00	(7,258.75)
2630	UPKEEP OF GROUNDS	770,150.00	650.00	650.00	2.04	754,455.22	0.00	0.00	0.00
2650	VEHICLE OPERATION/MAINTENANCE								
01 2650 431 000	REPAIRS AND MAINTENANCE	7,500.00	0.00	0.00	0.00	7,500.00	0.00	0.00	7,500.00
01 2650 442 000	LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 2650 610 000	GENERAL SUPPLIES	618.00	0.00	0.00	0.00	618.00	0.00	0.00	618.00
01 2650 626 000	GASOLINE	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	1,030.00
01 2650 732 000	VEHICLE ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2650	VEHICLE OPERATION/MAINTENANCE	9,148.00	9,148.00	0.00	0.00	0.00	9,148.00	0.00	0.00
2660	SECURITY SERVICES								
01 2660 590 000	SECURITY EXPENSES	94,760.00	26,870.67	26,870.67	50.28	47,110.28	0.00	0.00	47,110.28
2660	SECURITY SERVICES	94,760.00	94,760.00	26,870.67	26,870.67	50.28	47,110.28	0.00	0.00
2670	SAFETY SERVICES								
01 2670 350 000	TECHNICAL SERVICES	7,210.00	220.30	220.30	67.83	2,319.60	0.00	0.00	2,319.60
01 2670 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
0.00									
2670	SAFETY SERVICES	2,319.60	7,210.00	220.30	220.30	67.83	2,319.60	0.00	0.00
2710	REGULAR STUDENT TRANSPORTATION								
01 2710 330 000	EMPLOYEE TRAINING/DEVELOPMENT	7,210.00	2,007.20	2,007.20	34.08	4,752.80	0.00	0.00	
4,752.80									
01 2710 519 000	STUDENT TRANSPORTATION	432,600.00	42,802.83	42,802.83	41.00	255,739.26	0.00	487.10	
255,252.16									
01 2710 519 001	STUDENT TRANSPORTATION/HIGH SCH	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
2710	REGULAR STUDENT TRANSPORTATION	260,108.55	439,913.00	44,810.03	44,810.03	40.87	260,595.06	0.00	487.10
2712	SA SPED VEHICLE OPERATION								
01 2712 330 000	EMPLOYEE TRAINING/DEVELOPMENT	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 2712 332 000	MILEAGE TO PARENTS	42,230.00	2,597.00	2,597.00	36.49	26,820.90	0.00	0.00	
26,820.90									
01 2712 340 000	OTHER PROFESSIONAL SERVICES	1,030.00	0.00	0.00	52.43	490.00	0.00	0.00	
490.00									
01 2712 382 000	DISTANCE ED/TELECOMMUNICATIONS	2,060.00	120.03	120.03	29.13	1,459.85	0.00	0.00	
1,459.85									
01 2712 519 000	STUDENT TRANSPORTATION	139,880.00	19,829.26	19,829.26	56.47	60,889.71	0.00	0.00	
60,889.71									
01 2712 520 000	INSURANCE	515.00	0.00	0.00	97.09	15.00	0.00	0.00	
15.00									
01 2712 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2712 626 000	GASOLINE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 2712 732 000	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2712	SA SPED VEHICLE OPERATION	90,190.46	186,230.00	22,546.29	22,546.29	51.57	90,190.46	0.00	0.00
2713	PK VEHICLE OPERATION								
01 2713 519 010	PK TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2713	PK VEHICLE OPERATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3300	COMMUNITY SERVICE OPERATIONS								
01 3300 111 001	REG SALARIES/TEACHERS/FITNESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 151 003 0013	ADD'L COMP TO PROF STAFF/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 221 001	SOCIAL SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 221 003 0013	FICA/PROF STAFF/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 231 001	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 231 003 0013	RETIREMENT/TEACHERS PROF STAFF/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 237 001	ADD'L RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	CONTRIBUTION								
0.00									
01 3300 237 003 0013	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 320 003 0013	PROFESSIONAL EDUCATIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 330 003 0013	EMPLOYEE TRAINING/DEVELOPMENT/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 340 003 0013	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 382 003 0013	DISTANCE ED/TELECOMMUNICATIONS	0.00	39.94	39.94	0.00	(199.66)	0.00	0.00	
(199.66)									
01 3300 490 001	OTHER PROPERTY SERVICES	10,000.00	679.96	679.96	37.77	6,999.04	0.00	776.38	
6,222.66									
01 3300 490 010	OTHER PROPERTY SERVICES/PECC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 530 003 0013	COMMUNICATIONS/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 580 003 0013	TRAVEL EXPENDITURES/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 610 001	GENERAL SUPPLIES/FITNESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 610 003 0013	GENERAL SUPPLIES/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 610 010	PECC SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3300 810 003 0013	DUES AND FEES/ENTRY FEES/BDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3300	COMMUNITY SERVICE OPERATIONS	10,000.00	719.90	719.90	39.77	6,799.38	0.00	776.38	
6,222.66									
3400	GRANTS FR PRIVATE INTERESTS/EDQUEST								
01 3400 123 001	SUBSTITUTE TEACHER SALARIES/ED QUEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 151 001	ADD'L COMP/TEACHERS/ED QUEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 221 001	FICA/TEACHERS/ED QUEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 223 001	SS/MEDICARE FOR SUBS/ED QUEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 231 001	RETIREMENT/TEACHERS/ED QUEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 233 001	RETIREMENT CONTRIB/FAC SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 237 001	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 330 010 0010	ASD MINI GRANT EMPLOYEE TRNGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3400 340 000 0011	COF PURCHASED SERVICES	618.00	0.00	0.00	0.00	618.00	0.00	0.00	
618.00									
01 3400 580 001	TRAVEL EXPENDITURES/ED QUEST	3,090.00	0.00	0.00	0.00	3,090.00	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
3,090.00									
01 3400 580 003	TRAVEL EXPENDITURES	1,545.00	0.00	0.00	0.00	1,545.00	0.00	0.00	
1,545.00									
01 3400 610 000 0011	CIRCLE OF FRIENDS SUPPLIES	1,236.00	276.35	276.35	87.98	148.59	0.00	0.00	
148.59									
01 3400 610 001	GENERAL SUPPLIES/EDUCATION QUEST	2,000.00	1,578.31	1,578.31	338.41	(3,598.32)	0.00	1,169.82	
(4,768.14)									
01 3400 810 001	DUES AND FEES/ENTRY FEES/ED QUEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3400 GRANTS FR PRIVATE		8,489.00	1,854.66	1,854.66	92.54	1,803.27	0.00	1,169.82	
333.45									
3500 STATE CATEGORICAL PROGRAMS/RULE 82									
01 3500 151 000	ADD'L COMP TO PROF STAFF/RULE 82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3500 221 000	FICA/CERTIFIED STAFF/RULE 82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3500 231 000	RETIREMENT/PROF STAFF/RULE 82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3500 382 000	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3500 810 000	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3500 STATE CATEGORICAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3535 HIGH ABILITY LEARNERS									
01 3535 519 000	STUDENT TRANSPORTATION PURCHASED	0.00	0.00	0.00	0.00	0.00	0.00	250.00	
(250.00)									
01 3535 580 000	TRAVEL EXPENDITURES	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00	
1,500.00									
01 3535 610 000	GENERAL SUPPLIES	4,500.00	0.00	0.00	47.69	4,146.28	0.00	1,792.38	
2,353.90									
01 3535 650 000	TECHNOLOGY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00	
1,000.00									
01 3535 810 000	DUES AND FEES/ENTRY FEES	5,000.00	0.00	0.00	46.04	2,758.00	0.00	60.00	
2,698.00									
3535 HIGH ABILITY LEARNERS		12,000.00	0.00	0.00	39.15	9,404.28	0.00	2,102.38	
1,394.10									
3540 STATE EARLY CHILDHOOD GRANT									
01 3540 111 010	SALARIES OF TEACHERS/PROF STAFF	10,000.00	830.10	830.10	41.41	5,859.43	0.00	0.00	
5,859.43									
01 3540 112 010	REG SALARIES/INSTRUCTIONAL AIDES	35,000.00	2,150.82	2,150.82	32.89	23,489.20	0.00	0.00	
23,489.20									
01 3540 123 010	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 151 010	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 211 010	GROUP INS FOR TEACHERS/PROF STAFF	100.00	8.03	8.03	40.15	59.85	0.00	0.00	
59.85									
01 3540 221 010	SOC SECURITY/PROF STAFF	600.00	61.12	61.12	50.80	295.21	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
295.21									
01 3540 222 010	SS/MEDICARE TO INSTRUCTIONAL AIDES	5,000.00	164.55	164.55	17.61	4,119.42	0.00	0.00	
4,119.42									
01 3540 223 010	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 231 010	RETIREMENT/TEACHERS PROF STAFF	600.00	58.92	58.92	49.26	304.43	0.00	0.00	
304.43									
01 3540 232 010	RETIREMENT/INSTRUCTIONAL AIDES	6,000.00	158.08	158.08	14.10	5,153.97	0.00	0.00	
5,153.97									
01 3540 233 010	RETIREMENT CONTRIB/FAC SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 237 010	ADD'L RETIREMENT CONTRIBUTION	2,000.00	21.55	21.55	5.67	1,886.62	0.00	0.00	
1,886.62									
01 3540 281 010	HEALTH BENEFITS FOR TEACHERS/PROF	2,500.00	363.63	363.63	72.73	681.85	0.00	0.00	
681.85									
01 3540 330 010	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 382 010	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 580 010	TRAVEL EXPENSE AND MILEAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 610 010	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 630 010	DUES AND FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3540 733 010	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3540	STATE EARLY CHILDHOOD GRANT	61,800.00	3,816.80	3,816.80	32.28	41,849.98	0.00	0.00	
3541	BIRTH TO 3 ENDOWMENT								
01 3541 111 010	SALARIES OF TEACHERS/PROF STAFF	10,300.00	7,320.78	7,320.78	355.06	(26,271.20)	0.00	0.00	
(26,271.20)									
01 3541 116 010	SALARIES/NON CERTIFIED PROFESSIONALS	10,200.00	849.47	849.47	41.64	5,952.65	0.00	0.00	
5,952.65									
01 3541 123 010	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 211 010	GROUP INS FOR TEACHERS/PROF STAFF	103.00	66.91	66.91	324.80	(231.54)	0.00	0.00	
(231.54)									
01 3541 216 010	GROUP INS/NON CERT PROF STAFF	103.00	7.32	7.32	39.50	62.32	0.00	0.00	
62.32									
01 3541 221 010	SOCIAL SECURITY/PROF STAFF	1,030.00	549.76	549.76	266.63	(1,716.29)	0.00	0.00	
(1,716.29)									
01 3541 226 010	SS/MEDICARE/NON CERTIFIED PROFESSIONALS	2,000.00	65.34	65.34	16.35	1,672.98	0.00	0.00	
1,672.98									
01 3541 231 010	RETIREMENT/TEACHERS PROF STAFF	1,030.00	538.08	538.08	260.97	(1,658.00)	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(1,658.00)									
01 3541 236 010	RETIREMENT CONTRIBUTION/PROF NON CERT	2,000.00	62.43	62.43	15.61	1,687.85	0.00	0.00	
1,687.85									
01 3541 237 010	ADD'L RETIREMENT CONTRIBUTION	1,000.00	59.65	59.65	29.80	701.99	0.00	0.00	
701.99									
01 3541 281 010	HEALTH BENEFITS FOR TEACHERS/PROF	3,090.00	2,466.13	2,466.13	399.05	(9,240.64)	0.00	0.00	
(9,240.64)									
01 3541 286 010	HEALTH BENEFITS/PROF NON CERT STAFF	0.00	220.06	220.06	0.00	(1,100.30)	0.00	0.00	
(1,100.30)									
01 3541 330 010	EMPLOYEE TRAINING	2,000.00	0.00	0.00	22.50	2,000.00	0.00	450.00	
1,550.00									
01 3541 340 010	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 382 010	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 530 000	COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 530 010	COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 540 000	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 540 010	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3541 580 010	TRAVEL EXPENSES	0.00	0.00	0.00	0.00	(330.00)	0.00	0.00	
(330.00)									
01 3541 610 010	GENERAL SUPPLIES	12,000.00	71.34	71.34	27.21	8,747.84	0.00	13.57	
8,734.27									
01 3541 890 000	MISCELLANEOUS EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3541 (20185701) ENDOWMENT		44,856.00	12,277.27	12,277.27	145.00	(19,722.34)	0.00	463.57	
3550 OTHER STATE CATEGORICAL/RULE 4									
01 3550 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3550 640 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3550 OTHER STATE CATEGORICAL/RULE 4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3551 CAREER EDUCATION									
01 3551 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3551 221 001	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3551 231 001	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3551 237 001	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3551 330 001	EMPLOYEE TRAINING/DEVELOPMENT	4,560.00	0.00	0.00	0.00	4,560.00	0.00	0.00	
4,560.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 3551 610 001	GENERAL SUPPLIES	3,889.00	0.00	0.00	39.76	2,342.81	0.00	0.00	
2,342.81									
3551 CAREER EDUCATION		8,449.00	0.00	0.00	18.30	6,902.81	0.00	0.00	
3575 NEBR INNOVATION GRANT PROGRAM									
01 3575 130 000	EXTRA STIPENDS/CURRICULUM WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 151 001	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 221 001	SOCIAL SECURITY/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 231 001	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 251 001	TUITION REIMBURSEMENT/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 330 001	IN-SERVICE TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 340 001	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3575 610 001	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3575 NEBR INNOVATION GRANT PROGRAM		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3599 OTHER STATE CATEGORICAL PROGRAMS									
01 3599 382 000	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3599 610 000	GENERAL SUPPLIES/RULE 82/RULE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3599 640 000	TEXTBOOKS/RULE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 3599 810 000	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
3599 OTHER STATE CATEGORICAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4998 DUPONT PIONEER GIVING PROGRAM									
01 4998 410 000	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
4998 DUPONT PIONEER GIVING PROGRAM		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5000 DEBT SERVICES									
01 5000 831 000	REDEMPTION OF PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 5000 832 000	INTEREST ON LONG TERM DEBT	52,000.00	0.00	0.00	0.00	52,000.00	0.00	0.00	
52,000.00									
01 5000 833 000	BOND ISSUANCE/DEBT RELATED COSTS	3,616,000.00	0.00	0.00	100.00	(110.00)	0.00	0.00	
(110.00)									
5000 DEBT SERVICES		3,668,000.00	0.00	0.00	98.59	51,890.00	0.00	0.00	
6200 TITLE I PART A									
01 6200 111 009	SALARIES OF TEACHERS/PROF STAFF	140,000.00	8,864.00	8,864.00	31.66	95,680.00	0.00	0.00	
95,680.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6200 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	5,000.00		0.00	0.00	0.00	5,000.00	0.00	0.00
5,000.00									
01 6200 211 009	GROUP INS FOR TEACHERS/PROF STAFF	1,545.00		80.37	80.37	26.01	1,143.15	0.00	0.00
1,143.15									
01 6200 221 009	SOCIAL SECURITY/PROF STAFF	12,360.00		665.48	665.48	26.92	9,032.60	0.00	0.00
9,032.60									
01 6200 231 009	RETIREMENT/TEACHERS PROF STAFF	10,300.00		651.50	651.50	31.63	7,042.50	0.00	0.00
7,042.50									
01 6200 237 009	ADD'L RETIREMENT CONTRIBUTION	4,000.00		64.71	64.71	8.09	3,676.45	0.00	0.00
3,676.45									
01 6200 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	42,000.00		2,481.64	2,481.64	29.54	29,591.80	0.00	0.00
29,591.80									
01 6200 320 009	PROFESSIONAL EDUCATIONAL SERVICES	1,030.00		0.00	0.00	0.00	1,030.00	0.00	0.00
1,030.00									
01 6200 330 009	EMPLOYEE TRAINING	4,000.00		0.00	0.00	20.00	3,200.00	0.00	0.00
3,200.00									
01 6200 610 009	GENERAL SUPPLIES	15,450.00		0.00	0.00	27.10	11,263.73	0.00	0.00
11,263.73									
6200 TITLE I PART A		166,660.23		235,685.00	12,807.70	12,807.70	29.29	166,660.23	0.00	0.00
6210 TITLE I PART A ACCOUNTABILITY									
01 6210 330 009	EMPLOYEE TRAINING	1,030.00		0.00	0.00	0.00	1,030.00	0.00	0.00
1,030.00									
01 6210 610 009	GENERAL SUPPLIES	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
6210 TITLE I PART A ACCOUNTABILITY		1,030.00		1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00
6310 TITLE II PART A									
01 6310 111 009	SALARIES OF TEACHERS/PROF STAFF	35,000.00		3,280.00	3,280.00	46.86	18,600.00	0.00	0.00
18,600.00									
01 6310 151 000	ADD'L COMP TO TEACHERS/PROF STAFF	25,000.00		0.00	0.00	0.00	25,000.00	0.00	0.00
25,000.00									
01 6310 211 009	GROUP INS FOR TEACHERS/PROF STAFF	500.00		33.54	33.54	33.54	332.30	0.00	0.00
332.30									
01 6310 221 000	SOCIAL SECURITY/TEACHERS	2,000.00		0.00	0.00	0.00	2,000.00	0.00	0.00
2,000.00									
01 6310 221 009	SOCIAL SECURITY/TEACHERS	3,000.00		248.89	248.89	41.48	1,755.55	0.00	0.00
1,755.55									
01 6310 231 000	RETIREMENT/TEACHERS PROF STAFF	2,000.00		0.00	0.00	0.00	2,000.00	0.00	0.00
2,000.00									
01 6310 231 009	RETIREMENT/TEACHERS PROF STAFF	3,100.00		241.08	241.08	38.88	1,894.60	0.00	0.00
1,894.60									
01 6310 237 000	ADD'L RETIREMENT CONTRIBUTION	500.00		0.00	0.00	0.00	500.00	0.00	0.00
500.00									
01 6310 237 009	ADD'L RETIREMENT CONTRIBUTION	1,000.00		23.95	23.95	11.98	880.25	0.00	0.00
880.25									

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01 6310 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	16,000.00	1,476.16	1,476.16	46.13	8,619.20	0.00	0.00	
8,619.20									
01 6310 330 000	EMPLOYEE TRAINING	2,500.00	0.00	0.00	7.72	2,500.00	0.00	192.97	
2,307.03									
01 6310 340 000	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6310 540 000	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6310 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6310 643 000	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
6310	TITLE I PART A	63,188.00	90,600.00	5,303.62	5,303.62	29.48	64,081.90	0.00	192.97
6404	IDEA PART B (611) BASE								
01 6404 410 010	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
6404	IDEA PART B (611) BASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6406	IDEA PRESCHOOL (619) BASE								
01 6406 111 010	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	(175.00)	0.00	0.00	
(175.00)									
01 6406 123 010	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6406 211 010	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6406 221 010	SOCIAL SECURITY/TEACHERS	0.00	0.00	0.00	0.00	(13.39)	0.00	0.00	
(13.39)									
01 6406 231 010	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6406 237 010	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6406 281 010	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6406 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	
15,000.00									
01 6406 395 010	OTHER PROFESSIONAL SERVICES UNDER 25K	0.00	1,680.00	1,680.00	0.00	(12,792.50)	0.00	0.00	
(12,792.50)									
01 6406 396 010	OTHER PROFESSIONAL SERVICES OVER 25K	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
6406	IDEA PRESCHOOL (619) BASE	2,019.11	15,000.00	1,680.00	1,680.00	86.54	2,019.11	0.00	0.00
6408	IDEA BASE/EP								
01 6408 111 010	SALARIES OF TEACHERS/PROF STAFF	239,642.00	20,190.56	20,190.56	42.10	138,754.20	0.00	0.00	
138,754.20									
01 6408 123 010	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 211 010	GROUP INS FOR TEACHERS/PROF STAFF	5,150.00	186.39	186.39	18.10	4,218.05	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
4,218.05									
01 6408 221 010	SOCIAL SECURITY/TEACHERS	19,570.00	1,540.62	1,540.62	39.34	11,871.90	0.00	0.00	
11,871.90									
01 6408 223 010	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 231 010	RETIREMENT/TEACHERS PROF STAFF	16,995.00	1,484.01	1,484.01	43.63	9,579.72	0.00	0.00	
9,579.72									
01 6408 233 010	RETIREMENT CONTRIB/FAC SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 237 010	ADD'L RETIREMENT CONTRIBUTION	6,180.00	147.39	147.39	11.92	5,443.53	0.00	0.00	
5,443.53									
01 6408 281 010	HEALTH BENEFITS FOR TEACHERS/PROF	92,700.00	6,655.79	6,655.79	35.90	59,421.05	0.00	0.00	
59,421.05									
01 6408 340 001	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 340 003	OTHER PROFESSIONAL SERVICES & OFFICIALS	12,000.00	0.00	0.00	84.21	1,895.25	0.00	0.00	
1,895.25									
01 6408 340 009	OTHER PROFESSIONAL SERVICES & OFFICIALS	30,900.00	412.00	412.00	30.57	21,453.75	0.00	0.00	
21,453.75									
01 6408 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	36,050.00	0.00	0.00	0.45	35,888.00	0.00	0.00	
35,888.00									
01 6408 395 003	OTHER PROFESSIONAL SERVICES UNDER 25K	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 395 009	OTHER PROFESSIONAL SERVICES UNDER 25K	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 396 003	OTHER PROFESSIONAL SERVICES OVER 25K	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6408 396 009	OTHER PROFESSIONAL SERVICES OVER 25K	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
6408 IDEA BASIC		459,187.00	30,616.76	30,616.76	37.17	288,525.45	0.00	0.00	
6412	IDEA PART B PROPORTIONATE SHARE								
01 6412 111 009	SALARIES OF TEACHERS/PROF STAFF	10,875.00	2,161.60	2,161.60	99.38	67.00	0.00	0.00	
67.00									
01 6412 211 009	GROUP INS FOR TEACHERS/PROF STAFF	515.00	18.26	18.26	17.73	423.70	0.00	0.00	
423.70									
01 6412 221 009	SOCIAL SECURITY/TEACHERS	1,500.00	167.63	167.63	55.88	661.85	0.00	0.00	
661.85									
01 6412 231 009	RETIREMENT/TEACHERS PROF STAFF	1,500.00	158.88	158.88	52.96	705.60	0.00	0.00	
705.60									
01 6412 237 009	ADD'L RETIREMENT CONTRIBUTION	515.00	15.78	15.78	15.32	436.10	0.00	0.00	
436.10									
01 6412 281 009	HEALTH BENEFITS FOR TEACHERS/PROF	4,120.00	478.07	478.07	58.02	1,729.65	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
1,729.65									
01 6412 340 009	OTHER PROFESSIONAL SERVICES & OFFICIALS	30,000.00		0.00	0.00	0.00	30,000.00	0.00	0.00
30,000.00									
6412 IDEA PART B PROPORTIONATE			49,025.00	3,000.22	3,000.22	30.60	34,023.90	0.00	0.00
6421 IDEA 611 ARP									
01 6421 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	5,150.00		0.00	0.00	0.00	5,150.00	0.00	0.00
5,150.00									
6421 IDEA 611 ARP			5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00
6422 IDEA NON PUBLIC ARP									
01 6422 340 009	OTHER PROFESSIONAL SERVICES & OFFICIALS	12,360.00		1,243.86	1,243.86	40.25	7,384.56	0.00	0.00
7,384.56									
6422 IDEA NON PUBLIC ARP			12,360.00	1,243.86	1,243.86	40.25	7,384.56	0.00	0.00
6423 IDEA 619 ARP									
01 6423 340 010	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
6423 IDEA 619 ARP			0.00	0.00	0.00	0.00	0.00	0.00	0.00
6690 OTHER NON CATEGORICAL EXP/MEDICAID									
01 6690 340 000	OTHER PROFESSIONAL SERVICES/MIPS	250.00		0.00	0.00	0.00	250.00	0.00	0.00
250.00									
6690 OTHER NON CATEGORICAL			250.00	0.00	0.00	0.00	250.00	0.00	0.00
6700 PERKINS REVISION GRANT									
01 6700 151 000	ADD'L COMP TO TEACHERS/PROF STAFF	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6700 220 001	RETIREMENT	100.00		0.00	0.00	0.00	100.00	0.00	0.00
100.00									
01 6700 221 000	SOC SECURITY/PROF STAFF	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6700 230 001	RETIREMENT/NON INSTRUCTIONAL STAFF	100.00		0.00	0.00	0.00	100.00	0.00	0.00
100.00									
01 6700 231 000	RETIREMENT/TEACHERS PROF STAFF	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6700 237 000	ADD'L RETIREMENT CONTRIBUTION	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6700 237 001	ADD'L RETIREMENT CONTRIBUTION	100.00		0.00	0.00	0.00	100.00	0.00	0.00
100.00									
01 6700 330 001	EMPLOYEE TRAINING/DEVELOPMENT	8,500.00		408.36	408.36	208.93	(8,548.05)	0.00	710.87
(9,258.92)									
01 6700 340 000	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6700 580 001	TRAVEL EXPENDITURES	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6700 610 000	GENERAL SUPPLIES	0.00		0.00	0.00	0.00	0.00	0.00	0.00
0.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6700 610 001	GENERAL SUPPLIES	4,000.00	0.00	0.00	806.81	(27,972.22)	0.00	300.00	(28,272.22)
01 6700 641 001	DIGITAL INSTRUCTIONAL MATERIALS	0.00	0.00	0.00	0.00	(4,400.00)	0.00	0.00	(4,400.00)
01 6700 810 001	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6700 (PERKINS REVISION GRANT		12,800.00	408.36	408.36	425.24	(40,620.27)	0.00	1,010.87	(41,631.14)
6925 TITLE III									
01 6925 151 009	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6925 221 009	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6925 231 009	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6925 237 009	ADD RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6925 TITLE III		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6940 HEAD START									
01 6940 110 010 0003	REGULAR SALARIES	100,000.00	15,713.78	15,713.78	76.32	23,676.88	0.00	0.00	23,676.88
01 6940 110 010 0004	REGULAR SALARIES	90,000.00	13,504.49	13,504.49	73.79	23,585.44	0.00	0.00	23,585.44
01 6940 110 010 0007	REGULAR SALARIES	10,000.00	4,894.93	4,894.93	237.84	(13,783.57)	0.00	0.00	(13,783.57)
01 6940 110 010 0008	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 110 010 0009	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 111 010	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 111 010 0003	SALARIES OF TEACHERS/PROF STAFF	298,000.00	17,090.17	17,090.17	28.64	212,661.91	0.00	0.00	212,661.91
01 6940 111 010 0004	SALARIES OF TEACHERS/PROF STAFF	50,000.00	4,034.82	4,034.82	40.23	29,887.34	0.00	0.00	29,887.34
01 6940 111 010 0006	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 111 010 0007	SALARIES OF TEACHERS/PROF STAFF	175,000.00	5,294.02	5,294.02	15.08	148,611.70	0.00	0.00	148,611.70
01 6940 111 010 0008	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 111 010 0009	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 112 010	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 112 010 0003	REG SALARIES/INSTRUCTIONAL AIDES	281,164.00	26,995.19	26,995.19	49.61	141,678.35	0.00	0.00	141,678.35

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6940 112 010 0004	REG SALARIES/INSTRUCTIONAL AIDES	50,000.00	6,946.74	6,946.74	71.17	14,414.48	0.00	0.00	
14,414.48									
01 6940 112 010 0006	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 112 010 0007	REG SALARIES/INSTRUCTIONAL AIDES	4,017.00	0.00	0.00	0.00	4,017.00	0.00	0.00	
4,017.00									
01 6940 112 010 0900	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 123 010	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 123 010 0003	SUBSTITUTE TEACHER SALARIES	15,450.00	0.00	0.00	0.00	15,450.00	0.00	0.00	
15,450.00									
01 6940 123 010 0004	SUBSTITUTE TEACHER SALARIES	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	
5,000.00									
01 6940 151 010	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 151 010 0003	ADD'L COMP TO TEACHERS/PROF STAFF	1,545.00	48.80	48.80	16.78	1,285.80	0.00	0.00	
1,285.80									
01 6940 151 010 0004	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 151 010 0900	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 152 010 0003	ADD'L COMPENSATION/INSTRUC AIDES	1,200.00	128.00	128.00	42.67	688.00	0.00	0.00	
688.00									
01 6940 152 010 0004	ADD'L COMPENSATION/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 210 010	SOCIAL SECURITY	515.00	0.00	0.00	0.54	512.23	0.00	0.00	
512.23									
01 6940 210 010 0003	SOCIAL SECURITY	515.00	98.28	98.28	97.48	13.00	0.00	0.00	
13.00									
01 6940 210 010 0004	SOCIAL SECURITY	500.00	90.94	90.94	91.17	44.15	0.00	0.00	
44.15									
01 6940 210 010 0007	SOCIAL SECURITY	0.00	43.24	43.24	0.00	(217.86)	0.00	0.00	
(217.86)									
01 6940 211 010	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 211 010 0003	GROUP INS FOR TEACHERS/PROF STAFF	3,090.00	161.41	161.41	26.12	2,282.95	0.00	0.00	
2,282.95									
01 6940 211 010 0004	GROUP INS FOR TEACHERS/PROF STAFF	515.00	37.07	37.07	35.99	329.64	0.00	0.00	
329.64									
01 6940 211 010 0006	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 211 010 0007	GROUP INS FOR TEACHERS/PROF STAFF	2,000.00	44.51	44.51	11.13	1,777.46	0.00	0.00	
1,777.46									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6940 211 010 0008	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 211 010 0009	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 212 010	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 212 010 0003	GROUP INSURANCE/INSTRUC AIDES	206.00	3.90	3.90	9.47	186.50	0.00	0.00	186.50
01 6940 212 010 0004	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 212 010 0006	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 212 010 0007	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 220 010	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 220 010 0003	RETIREMENT	9,270.00	1,190.83	1,190.83	62.39	3,486.82	0.00	0.00	3,486.82
01 6940 220 010 0004	RETIREMENT	7,000.00	1,032.24	1,032.24	68.52	2,203.43	0.00	0.00	2,203.43
01 6940 220 010 0007	RETIREMENT	0.00	368.12	368.12	0.00	(1,787.83)	0.00	0.00	(1,787.83)
01 6940 220 010 0008	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 220 010 0009	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 221 010	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 221 010 0003	SOC SECURITY/PROF STAFF	22,660.00	1,304.06	1,304.06	28.74	16,147.15	0.00	0.00	16,147.15
01 6940 221 010 0004	SOC SECURITY/PROF STAFF	5,150.00	299.55	299.55	28.99	3,656.95	0.00	0.00	3,656.95
01 6940 221 010 0006	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 221 010 0007	SOC SECURITY/PROF STAFF	15,000.00	415.37	415.37	13.80	12,929.42	0.00	0.00	12,929.42
01 6940 221 010 0008	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 221 010 0009	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 221 010 0900	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 222 010	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 222 010 0003	SS/MEDICARE TO INSTRUCTIONAL AIDES	25,000.00	2,134.63	2,134.63	44.03	13,991.58	0.00	0.00	13,991.58
01 6940 222 010 0004	SS/MEDICARE TO INSTRUCTIONAL AIDES	5,150.00	531.42	531.42	52.86	2,427.79	0.00	0.00	2,427.79

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6940 222 010 0006	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 222 010 0007	SS/MEDICARE TO INSTRUCTIONAL AIDES	309.00	0.00	0.00	0.00	309.00	0.00	0.00	0.00
01 6940 222 010 0900	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 223 010 0003	SS/MEDICARE FOR SUBSTITUTE TEACHERS	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
01 6940 223 010 0004	SS/MEDICARE FOR SUBSTITUTE TEACHERS	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
01 6940 230 010	RETIREMENT/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 230 010 0003	RETIREMENT/NON INSTRUCTIONAL STAFF	9,270.00	1,136.52	1,136.52	58.73	3,825.32	0.00	0.00	0.00
01 6940 230 010 0004	RETIREMENT/NON INSTRUCTIONAL STAFF	7,000.00	985.16	985.16	68.65	2,194.80	0.00	0.00	0.00
01 6940 230 010 0007	RETIREMENT/NON INSTRUCTIONAL STAFF	0.00	359.81	359.81	0.00	(1,748.14)	0.00	0.00	0.00
01 6940 230 010 0008	RETIREMENT/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 230 010 0009	RETIREMENT/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 231 010	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 231 010 0003	RETIREMENT/TEACHERS PROF STAFF	22,660.00	1,259.70	1,259.70	27.76	16,368.67	0.00	0.00	0.00
01 6940 231 010 0004	RETIREMENT/TEACHERS PROF STAFF	5,150.00	296.56	296.56	28.70	3,671.72	0.00	0.00	0.00
01 6940 231 010 0006	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 231 010 0007	RETIREMENT/TEACHERS PROF STAFF	15,000.00	389.10	389.10	12.93	13,060.49	0.00	0.00	0.00
01 6940 231 010 0008	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 231 010 0009	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 231 010 0900	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6940 232 010	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6940 232 010 0003	RETIREMENT/INSTRUCTIONAL AIDES	25,000.00	1,993.55	1,993.55	40.94	14,765.58	0.00	0.00	
14,765.58									
01 6940 232 010 0004	RETIREMENT/INSTRUCTIONAL AIDES	4,000.00	510.60	510.60	65.39	1,384.45	0.00	0.00	
1,384.45									
01 6940 232 010 0006	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 232 010 0007	RETIREMENT/INSTRUCTIONAL AIDES	309.00	0.00	0.00	0.00	309.00	0.00	0.00	
309.00									
01 6940 232 010 0900	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 233 010 0003	RETIREMENT CONTRIB/FAC SUBS	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00	
2,000.00									
01 6940 233 010 0004	RETIREMENT CONTRIB/FAC SUBS	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00	
2,000.00									
01 6940 237 010 0003	ADD'L RETIREMENT CONTRIBUTION	20,600.00	436.03	436.03	10.59	18,417.80	0.00	0.00	
18,417.80									
01 6940 237 010 0004	ADD'L RETIREMENT CONTRIBUTION	5,000.00	178.02	178.02	17.68	4,116.21	0.00	0.00	
4,116.21									
01 6940 237 010 0006	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 237 010 0007	ADD'L RETIREMENT CONTRIBUTION	5,000.00	74.37	74.37	7.32	4,633.83	0.00	0.00	
4,633.83									
01 6940 237 010 0008	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 237 010 0009	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 237 010 0900	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 261 010 0003	UNEMPLOYMENT/TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 261 010 0004	UNEMPLOYMENT/TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 262 010 0003	UNEMPLOYMENT/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 262 010 0004	UNEMPLOYMENT/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 280 010	HEALTH BENEFITS/NON INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 280 010 0003	HEALTH BENEFITS/NON INSTRUCTIONAL	8,500.00	3,809.99	3,809.99	224.12	(10,549.95)	0.00	0.00	
(10,549.95)									
01 6940 280 010 0004	HEALTH BENEFITS/NON INSTRUCTIONAL	7,000.00	2,494.86	2,494.86	181.73	(5,721.13)	0.00	0.00	
(5,721.13)									
01 6940 280 010 0007	HEALTH BENEFITS/NON	0.00	1,599.88	1,599.88	0.00	(7,999.42)	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	INSTRUCTIONAL								
(7,999.42)									
01 6940 281 010	HEALTH BENEFITS FOR TEACHERS/PROF	500.00	0.00	0.00	0.00	500.00	0.00	0.00	
500.00									
01 6940 281 010 0003	HEALTH BENEFITS FOR TEACHERS/PROF	118,450.00	5,993.59	5,993.59	25.30	88,482.05	0.00	0.00	
88,482.05									
01 6940 281 010 0004	HEALTH BENEFITS FOR TEACHERS/PROF	20,000.00	1,426.72	1,426.72	35.67	12,866.39	0.00	0.00	
12,866.39									
01 6940 281 010 0006	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 281 010 0007	HEALTH BENEFITS FOR TEACHERS/PROF	50,000.00	1,512.94	1,512.94	15.13	42,435.31	0.00	0.00	
42,435.31									
01 6940 281 010 0008	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 281 010 0009	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 282 010	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 282 010 0003	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	12,360.00	802.00	802.00	32.44	8,350.00	0.00	0.00	
8,350.00									
01 6940 282 010 0004	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00	
5,150.00									
01 6940 282 010 0006	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 282 010 0007	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 6940 291 010	CERTIFIED RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 291 010 0008	CERTIFIED RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 291 010 0009	CERTIFIED RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 330 010	EMPLOYEE TRAINING/DEVELOPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00	
1,000.00									
01 6940 330 010 0003	EMPLOYEE TRAINING/DEVELOPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	
5,000.00									
01 6940 330 010 0004	EMPLOYEE TRAINING/DEVELOPMENT	3,090.00	0.00	0.00	0.00	3,090.00	0.00	0.00	
3,090.00									
01 6940 330 010 0006	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 330 010 0007	EMPLOYEE TRAINING/DEVELOPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
1,000.00									
01 6940 340 010	OTHER PROFESSIONAL SERVICES/OFFICIALS	3,000.00	0.00	0.00	26.35	2,209.48	0.00	0.00	
2,209.48									
01 6940 340 010 0003	OTHER PROFESSIONAL SERVICES/OFFICIALS	1,545.00	55.03	55.03	16.64	1,287.85	0.00	0.00	
1,287.85									
01 6940 340 010 0004	OTHER PROFESSIONAL SERVICES/OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 340 010 0006	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 340 010 0007	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	28.35	28.35	0.00	(132.48)	0.00	0.00	
(132.48)									
01 6940 382 010	DISTANCE ED/TELECOMMUNICATIONS	0.00	947.88	947.88	0.00	(3,516.33)	0.00	0.00	
(3,516.33)									
01 6940 382 010 0003	DISTANCE ED/TELECOMMUNICATIONS	2,060.00	83.03	83.03	20.14	1,645.12	0.00	0.00	
1,645.12									
01 6940 382 010 0004	DISTANCE ED/TELECOMMUNICATIONS	1,030.00	0.00	0.00	0.00	1,030.00	0.00	0.00	
1,030.00									
01 6940 382 010 0006	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 382 010 0007	DISTANCE ED/TELECOMMUNICATIONS	1,100.00	40.01	40.01	18.19	899.95	0.00	0.00	
899.95									
01 6940 382 010 0008	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 382 010 0009	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 410 010	WATER AND SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 420 010	TRASH SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 431 010 0003	REPAIRS/MAINTENANCE NON TECH	3,000.00	0.00	0.00	55.57	1,333.00	0.00	0.00	
1,333.00									
01 6940 440 010	RENTALS/LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 440 010 0003	RENTALS/LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 440 010 0004	RENTALS/LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6940 490 010	NATURAL GAS	7,000.00	787.83	787.83	31.46	5,088.75	0.00	291.22	
4,797.53									
01 6940 490 010 0003	OTHER PROPERTY SERVICES	10,300.00	2,141.72	2,141.72	222.77	(9,303.31)	0.00	3,342.15	
(12,645.46)									
01 6940 490 010 0004	OTHER PROPERTY SERVICES	10,300.00	499.97	499.97	38.50	8,834.82	0.00	2,500.00	
6,334.82									
01 6940 490 010 0008	OTHER PROPERTY SERVICES	515.00	0.00	0.00	0.00	515.00	0.00	0.00	
515.00									
01 6940 490 010 0009	WATER AND SEWER	515.00	0.00	0.00	0.00	515.00	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
515.00									
01 6940 530 010	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 530 010 0004	COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 530 010 0006	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 530 010 0007	COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 530 010 0008	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 530 010 0009	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 580 010	TRAVEL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 580 010 0003	TRAVEL EXPENDITURES	61,800.00	6,400.97	6,400.97	41.43	36,196.12	0.00	0.00	
36,196.12									
01 6940 580 010 0004	TRAVEL EXPENDITURES	5,150.00	0.00	0.00	0.00	5,150.00	0.00	0.00	
5,150.00									
01 6940 580 010 0006	TRAVEL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 580 010 0007	TRAVEL EXPENDITURES	103.00	0.00	0.00	0.00	103.00	0.00	0.00	
103.00									
01 6940 610 010	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	209.01	
(209.01)									
01 6940 610 010 0003	GENERAL SUPPLIES	66,950.00	3,357.80	3,357.80	37.02	44,233.65	0.00	2,067.15	
42,166.50									
01 6940 610 010 0004	GENERAL SUPPLIES	50,000.00	0.00	0.00	1.25	50,000.00	0.00	625.47	
49,374.53									
01 6940 610 010 0006	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 610 010 0007	GENERAL SUPPLIES	51,500.00	1,371.97	1,371.97	20.52	41,874.40	0.00	941.69	
40,932.71									
01 6940 610 010 0900	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 650 010 0007	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 650 010 0900	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 810 010	DUES AND FEES/ENTRY FEES	0.00	262.71	262.71	0.00	(1,442.83)	0.00	0.00	
(1,442.83)									
01 6940 810 010 0003	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6940 810 010 0004	DUES AND FEES/ENTRY FEES	0.00	349.00	349.00	0.00	(349.00)	0.00	0.00	
(349.00)									
01 6940 810 010 0007	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
6940 1,085,755.88			1,814,678.00	143,992.18	143,992.18	40.72	1,085,755.88	0.00	9,976.69
6968	TITLE IV PART B 21ST CENTURY								
01 6968 112 003	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 151 003	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6968 221 003	SOCIAL SECUIRTY/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 222 003	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 231 003	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 232 003	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 237 003	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 282 003	HEALTH BENEFITS/INSTR AIDES AND ASS'TS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6968 340 003	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
6968	TITLE IV PART B 21ST CENTURY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6969	TITLE IVA STU SUPPORT & ACADEMIC ENRICH								
01 6969 610 000	GENERAL SUPPLIES	7,000.00	0.00	0.00	50.85	3,440.50	0.00	0.00	0.00
3,440.50									
6969	TITLE IVA STU SUPPORT &	3,440.50	7,000.00	0.00	0.00	50.85	3,440.50	0.00	0.00
6980	ADULT BASIC EDUCATION								
01 6980 111 000	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 123 000	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 221 000	SOCIAL SECURITY/TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 223 000	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 231 000	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 233 000	RETIREMENT CONTRIB/FAC SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 237 000	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6980 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
6980	ADULT BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6990	OTHER FED CATEGORICAL SOURCES								
01 6990 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
01 6990 650 000	TECHNOLOGY /USAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
6990	OTHER FED CATEGORICAL SOURCES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6993	AMERICAN RESCUE PLAN HOMELESS HCY								
01 6993 519 000	STUDENT TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01 6993 810 000	DUES AND FEES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
6993	AMERICAN RESCUE PLAN HOMELESS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
6994	AMERICAN RESCUE PLAN HOMELESS HCYII								
01 6994 519 000	STUDENT TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6994	AMERICAN RESCUE PLAN HOMELESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6996	ESSERS (EMERGENCY RELIEF)								
01 6996 330 003	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 330 009	EMPLOYEE TRAINING/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 382 000	DISTANCE ED/TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 519 000	STUDENT TRANSPORTATION	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00
01 6996 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 610 003	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 610 009	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 610 010	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 643 000	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 643 003	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 733 001	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 733 003	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6996 733 009	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6996	ESSERS (EMERGENCY RELIEF)	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00
6997	ESSERS II								
01 6997 110 000	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6997 123 009	SUBSTITUTE TEACHER SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6997 220 000	Medicare/Social Security	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6997 223 000	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6997 223 009	SS/MEDICARE FOR SUBSTITUTE TEACHERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6997 230 000	RETIREMENT/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 6997 237 000	ADD'L RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	CONTRIBUTION								
		0.00							
01 6997 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6997 340 000	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6997 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6997 643 000	WEB BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6997 731 000	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
6997 ESSERS II		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6998 ESSERS III									
01 6998 110 000	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 111 000	SALARIES OF TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 112 000	REG SALARIES/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 210 000	GROUP INSUR/NON INSTRUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 211 000	GROUP INS FOR TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 212 000	GROUP INSURANCE/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 220 000	SS/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 221 000	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 222 000	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 230 000	RETIREMENT/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 231 000	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 232 000	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 237 000	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 281 000	HEALTH BENEFITS FOR TEACHERS/PROF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
01 6998 282 000	HEALTH BENEFITS/INSTR AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
	AND ASS'TS								
0.00									
01 6998 291 000	OTHER EMPLOYEE BENEFITS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 340 000	OTHER PROFESSIONAL SERVICES & OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 610 000	GENERAL SUPPLIES	0.00	1,064.90	1,064.90	0.00	(5,593.70)	0.00	0.00	
(5,593.70)									
01 6998 610 001	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 610 003	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 610 009	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 731 001	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 731 003	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 732 000	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 6998 810 000	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
6998 (5,593.70)			0.00	1,064.90	1,064.90	0.00	(5,593.70)	0.00	0.00
8000 TRANSFERS									
01 8000 913 000	TRANSFERS TO ACTIVITY FUND/ROTC SUP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
01 8000 913 010	TRANSFERS TO HEAD START	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
8000 TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000 NON PROGRAM EXPENDITURES									
01 9000 890 000	MISCELLANEOUS EXPENDITURES	2,803,166.00	0.12	0.12	0.00	2,803,165.42	0.00	0.00	
2,803,165.42									
9000 NON PROGRAM EXPENDITURES		2,803,166.00	0.12	0.12	0.00	2,803,165.42	0.00	0.00	
01 GENERAL		29,463,900.00	1,880,580.48	1,880,580.48	44.78	16,365,434.49	0.00	95,561.34	
16,269,873.15									

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
02	DEPRECIATION FUND								
2900	OTHER SUPPORT SERVICES								
02 2900 340 000	OTHER PROFESSIONAL SERVICES/OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02 2900 610 001	GENERAL SUPPLIES	54,077.00	0.00	0.00	0.00	54,077.00	0.00	0.00	0.00
02 2900 733 000	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02 2900 890 001	MISC EXPENSES	0.00	0.00	0.00	0.00	(54,077.00)	0.00	0.00	0.00
2900	OTHER SUPPORT SERVICES	54,077.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00
8000	TRANSFERS								
02 8000 911 000	TRANSFERS TO GENERAL FUND	54,077.00	0.00	0.00	0.00	54,077.00	0.00	0.00	0.00
8000	TRANSFERS	54,077.00	0.00	0.00	0.00	54,077.00	0.00	0.00	0.00
02	DEPRECIATION FUND	54,077.00	108,154.00	0.00	0.00	50.00	54,077.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
03	EMPLOYEE BENEFITS FUND								
2900	OTHER SUPPORT SERVICES								
03 2900 890 000	MISCELLANEOUS EXPENDITURES	0.00	7,497.98	7,497.98	0.00	(35,354.93)	0.00	0.00	(35,354.93)
2900	OTHER SUPPORT SERVICES	0.00	7,497.98	7,497.98	0.00	(35,354.93)	0.00	0.00	(35,354.93)
8000	TRANSFERS								
03 8000 911 000	TRANSFERS TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000	TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03	EMPLOYEE BENEFITS FUND	0.00	7,497.98	7,497.98	0.00	(35,354.93)	0.00	0.00	(35,354.93)

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
05	ACTIVITY FUND								
2190	OTHER PUPIL SUPPORT SERVICES								
05 2190 151 001 8391	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	(2,125.00)	0.00	0.00	
(2,125.00)									
05 2190 151 003 8202	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	(2,100.00)	0.00	0.00	
(2,100.00)									
05 2190 152 001 8391	ADD'L COMPENSATION/INSTRUC AIDES	0.00	0.00	0.00	0.00	(1,545.00)	0.00	0.00	
(1,545.00)									
05 2190 152 003 8202	ADD'L COMPENSATION/INSTRUC AIDES	0.00	0.00	0.00	0.00	(300.00)	0.00	0.00	
(300.00)									
05 2190 221 001 8391	ADD'L COMPENSATION/INSTRUC AIDES	0.00	0.00	0.00	0.00	(162.55)	0.00	0.00	
(162.55)									
05 2190 221 003 8202	SOC SECURITY/PROF STAFF	0.00	0.00	0.00	0.00	(160.68)	0.00	0.00	
(160.68)									
05 2190 222 001 8391	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	(118.20)	0.00	0.00	
(118.20)									
05 2190 222 003 8202	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	(22.93)	0.00	0.00	
(22.93)									
05 2190 231 001 8391	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	(154.35)	0.00	0.00	
(154.35)									
05 2190 231 003 8202	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	(154.34)	0.00	0.00	
(154.34)									
05 2190 232 001 8391	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	(113.55)	0.00	0.00	
(113.55)									
05 2190 232 003 8202	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	(22.06)	0.00	0.00	
(22.06)									
05 2190 237 001 8391	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	(26.60)	0.00	0.00	
(26.60)									
05 2190 237 003 8202	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	(17.53)	0.00	0.00	
(17.53)									
05 2190 610 001 8363	SPEECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 2190 610 010 8030	HEAD START BOOK FAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
2190	OTHER PUPIL SUPPORT SERVICES		0.00	0.00	0.00	0.00	(7,022.79)	0.00	0.00
2900	OTHER SUPPORT SERVICES								
05 2900 810 000 8211	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 2900 810 001 8335	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 2900 810 001 8386	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 2900 810 001 8391	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 2900 810 009 8101	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
		0.00							
05 2900 810 009 8102	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 2900 810 009 8103	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
2900	OTHER SUPPORT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3200	ENTERPRISE OPERATIONS/ACTIVITIES								
05 3200 150 001 8332	EXTRA STIPENDS/NON INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 151 001 8335	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 151 001 8391	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 151 003 8202	ADD'L COMP TO TEACHERS/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 220 001 8332	FICA/NON INSTRUCTIONAL STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 221 001 8335	FICA/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 221 001 8391	FICA/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 221 003 8202	FICA/PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 230 001 8332	RETIREMENT/NON INST STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 231 001 8335	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 231 001 8391	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 231 003 8202	RETIREMENT/TEACHERS PROF STAFF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 237 003 8202	ADD'L RETIREMENT CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 352 001 8391	OTHER TECHNICAL SERVICES/OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 352 003 8202	OTHER PROF SERVICES/OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 565 001 8335	POST SECONDARY TUITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 580 009 8113	TRAVEL EXPENDITURES	0.00	525.00	525.00	0.00	(2,619.19)	0.00	350.00	
	(2,969.19)								
05 3200 610 000 8004	VANDALISM REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 610 000 8005	TEAMMATES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							
05 3200 610 000 8008	ADM MISC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00							

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
05 3200 610 000 8010	ACCUMULATED INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 000 8011	MISC RETIREE INS	0.00	0.00	0.00	0.00	(1,276.36)	0.00	0.00	(1,276.36)
05 3200 610 000 8014	SCHOOL NURSE	0.00	0.00	0.00	0.00	(459.11)	0.00	0.00	(459.11)
05 3200 610 000 8107	SOCIAL WORK FAMILY RESOURCE ACCT	0.00	161.50	161.50	0.00	(161.50)	0.00	0.00	(161.50)
05 3200 610 000 8206	UNIFIED SPORTS GENERAL SUPPLIES	0.00	0.00	0.00	0.00	(491.70)	0.00	33.71	(525.41)
05 3200 610 000 8211	DI ACTIVITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8302	CAREER ACADEMIES	0.00	0.00	0.00	0.00	(7,091.08)	0.00	133.00	(7,224.08)
05 3200 610 001 8304	HS ART CLUB	0.00	0.00	0.00	0.00	(202.86)	0.00	0.00	(202.86)
05 3200 610 001 8310	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8312	HS BAND	0.00	31.45	31.45	0.00	(1,186.59)	0.00	2,914.03	(4,100.62)
05 3200 610 001 8314	HS CHEER TEAM	0.00	498.49	498.49	0.00	(1,749.69)	0.00	0.00	(1,749.69)
05 3200 610 001 8315	HS DANCE TEAM	0.00	18.50	18.50	0.00	(2,187.26)	0.00	0.00	(2,187.26)
05 3200 610 001 8316	SPIRIT SQUAD	0.00	0.00	0.00	0.00	(374.12)	0.00	360.00	(734.12)
05 3200 610 001 8318	HS SHOW CHOIR/CHORUS	0.00	504.67	504.67	0.00	(6,506.80)	0.00	3,094.94	(9,601.74)
05 3200 610 001 8320	AUTO/SHOP	0.00	198.80	198.80	0.00	(2,999.87)	0.00	165.52	(3,165.39)
05 3200 610 001 8321	STUDENT TRAVEL ABROAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8322	CLASS OF 2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8323	CLASS OF 2026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8324	CLASS OF 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8326	CLASS OF 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8328	CLASS OF 2027	0.00	0.00	0.00	0.00	(177.41)	0.00	0.00	(177.41)
05 3200 610 001 8329	CLASS OF 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 3200 610 001 8332	HS CONCESSIONS	0.00	1,291.92	1,291.92	0.00	(8,632.80)	0.00	790.08	(9,422.88)
05 3200 610 001 8333	BLUE DEVIL CATERING	0.00	566.80	566.80	0.00	(2,188.93)	0.00	0.00	(2,188.93)
05 3200 610 001 8334	DECA	0.00	2,486.93	2,486.93	0.00	(17,257.80)	0.00	1,962.70	(19,220.50)
05 3200 610 001 8335	DUAL ENROLLMENT	0.00	0.00	0.00	0.00	0.00	0.00	847.36	(847.36)
05 3200 610 001 8336	MANUFACTURING	0.00	0.00	0.00	0.00	(1,840.24)	0.00	3,158.82	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(4,999.06)									
05 3200 610 001 8337	FITNESS CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 001 8339	EDUCATORS RISING/FEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 001 8342	FCCLA	0.00	0.00	0.00	0.00	(690.31)	0.00	30.00	
(720.31)									
05 3200 610 001 8344	FOOTBALL FUNDRAISER	0.00	104.59	104.59	0.00	(9,474.92)	0.00	400.00	
(9,874.92)									
05 3200 610 001 8345	HALL OF FAME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8346	HOSA	0.00	0.00	0.00	0.00	(30.00)	0.00	0.00	
(30.00)									
05 3200 610 001 8347	F.F.A.	0.00	0.00	0.00	0.00	0.00	0.00	753.50	
(753.50)									
05 3200 610 001 8348	BOYS BASKETBALL FR	0.00	0.00	0.00	0.00	(6,486.01)	0.00	558.32	
(7,044.33)									
05 3200 610 001 8349	GIRLS BASKETBALL FR	0.00	0.00	0.00	0.00	(280.00)	0.00	1,606.38	
(1,886.38)									
05 3200 610 001 8352	JAG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8353	ROTC ACTIVITIES	0.00	0.00	0.00	0.00	(121.69)	0.00	0.00	
(121.69)									
05 3200 610 001 8354	HONOR SOCIETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8355	ROTC MILITARY ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8356	GUIDANCE ACTIVITIES	0.00	39.00	39.00	0.00	(2,607.30)	0.00	635.00	
(3,242.30)									
05 3200 610 001 8360	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8363	SPEECH	0.00	130.20	130.20	0.00	(130.20)	0.00	0.00	
(130.20)									
05 3200 610 001 8366	STRENGTH & CONDITIONING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8371	HS SOCIAL COMMITTEE	0.00	0.00	0.00	0.00	(790.56)	0.00	54.19	
(844.75)									
05 3200 610 001 8374	HS STUDENT COUNCIL	0.00	0.00	0.00	0.00	(3,161.72)	0.00	0.00	
(3,161.72)									
05 3200 610 001 8378	HS SCIENCE CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8380	JUNIOR OPTIMIST INTERNATIONAL	0.00	0.00	0.00	0.00	(54.15)	0.00	0.00	
(54.15)									
05 3200 610 001 8381	HS TRACK FUNDRAISER	0.00	0.00	0.00	0.00	(4,601.98)	0.00	0.00	
(4,601.98)									
05 3200 610 001 8382	GIRLS SOCCER FR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8384	HS VOLLEYBALL FR	0.00	0.00	0.00	0.00	0.00	0.00	122.00	
(122.00)									
05 3200 610 001 8386	SKILLS USA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00									
05 3200 610 001 8387	GOLF FUNDRAISER	0.00	1,299.00	1,299.00	0.00	(1,544.00)	0.00	0.00	
(1,544.00)									
05 3200 610 001 8388	HS BOYS WRESTLING FR	0.00	820.80	820.80	0.00	(10,454.30)	0.00	9,885.30	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(20,339.60)									
05 3200 610 001 8389	HS YEARBOOK		0.00	0.00	0.00	0.00	(5,336.43)	0.00	0.00
(5,336.43)									
05 3200 610 001 8390	HS BASEBALL FR		0.00	415.21	415.21	0.00	(554.79)	0.00	748.50
(1,303.29)									
05 3200 610 001 8391	HS ACTIVITIES/MISC		0.00	14,842.45	14,842.45	0.00	(70,996.16)	0.00	11,828.71
(82,824.87)									
05 3200 610 001 8392	GIRLS WRESTLING FR		0.00	0.00	0.00	0.00	0.00	0.00	876.50
(876.50)									
05 3200 610 001 8401	BOYS SOCCER FR		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 001 8404	CROSS COUNTRY FR		0.00	0.00	0.00	0.00	(370.76)	0.00	0.00
(370.76)									
05 3200 610 001 8405	SOFTBALL FR		0.00	0.00	0.00	0.00	(2,213.15)	0.00	0.00
(2,213.15)									
05 3200 610 001 8408	HS DRAMA		0.00	235.26	235.26	0.00	(425.31)	0.00	0.00
(425.31)									
05 3200 610 001 8409	HS COLOR GUARD		0.00	0.00	0.00	0.00	(3,766.88)	0.00	1,187.00
(4,953.88)									
05 3200 610 001 8410	HS ANIMAL CLUB GENERAL SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8202	MS ATHLETICS		0.00	213.60	213.60	0.00	(13,862.12)	0.00	295.44
(14,157.56)									
05 3200 610 003 8203	MS SOCIAL COMMITTEE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8204	MS BAND/VOCAL MUSIC		0.00	536.90	536.90	0.00	(4,631.85)	0.00	162.18
(4,794.03)									
05 3200 610 003 8207	REFERRAL FREE ACTIVITIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8208	MS FCS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8209	GENERAL SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8210	MS VENDING		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8213	MS LIBRARY DONATIONS		0.00	0.00	0.00	0.00	(665.30)	0.00	0.00
(665.30)									
05 3200 610 003 8215	MS SCIENCE FAIR		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8216	MS STUDENT COUNCIL		0.00	36.99	36.99	0.00	(229.52)	0.00	2,201.79
(2,431.31)									
05 3200 610 003 8221	MS WRESTLING CLUB		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8226	MS YEARBOOK		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 003 8228	GENERAL SUPPLIES		0.00	23.95	23.95	0.00	(6,376.89)	0.00	0.00
(6,376.89)									
05 3200 610 003 8232	MS STUDENT TRAVEL		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 009 8101	ELEM STUDENT COUNCIL		0.00	0.00	0.00	0.00	(827.37)	0.00	0.00
(827.37)									
05 3200 610 009 8102	ELEM TEACHERS/POP		0.00	0.00	0.00	0.00	(943.19)	0.00	0.00
(943.19)									
05 3200 610 009 8103	ELEM MISC ACTIVITIES		0.00	1,498.50	1,498.50	0.00	(12,851.63)	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
(12,851.63)									
05 3200 610 009 8104	ELEM LIBRARY		0.00	47.59	47.59	0.00	(258.47)	0.00	0.00
(258.47)									
05 3200 610 009 8106	ELEM LIFE SKILLS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 009 8111	ELEM SOCIAL COMMITTEE		0.00	0.00	0.00	0.00	(139.23)	0.00	0.00
(139.23)									
05 3200 610 010 8022	HD ST MISC ACTIVITIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 610 010 8023	HD ST PARENT GROUP		0.00	0.00	0.00	0.00	(44.49)	0.00	93.80
(138.29)									
05 3200 610 010 8030	HD ST BOOK FAIR		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 000 8000	ADMINISTRATIVE EXPENSES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 000 8012	SALES TAX		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 000 8019	WILES SCHOLARSHIPS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 000 8021	MISCELLANEOUS EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 000 8211	DUES AND FEES/ENTRY FEES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 000 8302	DUES AND FEES/ENTRY FEES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 001 8001	DUDA SCHOLARSHIPS		0.00	0.00	0.00	0.00	(5,000.00)	0.00	0.00
(5,000.00)									
05 3200 890 001 8003	WILEY SCHOLARSHIPS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 001 8008	MISCELLANEOUS EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 001 8010	MISCELLANEOUS EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 001 8020	SITZMAN SCHOLARSHIP		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 001 8356	MISCELLANEOUS EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 003 8209	DUES AND FEES/ENTRY FEES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 003 8221	DUES AND FEES/ENTRY FEES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 003 8226	MISCELLANEOUS EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 3200 890 009 8102	DUES AND FEES/ENTRY FEES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
3200 (2[illegible])			0.00	26,528.10	26,528.10	0.00	(227,323.99)	0.00	45,248.77
8000 TRANSFERS									
05 8000 911 000 8000	TRANSFERS TO GENERAL FUND		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
8000 TRANSFERS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
8009 PIONEER GRANT MATCH									
05 8009 000 000	PIONEER GRANT MATCH		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00									
05 8009 000 001	KIEWIT GRANT		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
		0.00							
05 8009 130 000	EXTRA STIPENDS/CURRICULUM WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
05 8009 210 000	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
05 8009 220 000	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
05 8009 221 000	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8009	PIONEER GRANT MATCH 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8015	SPECIAL EDUCATION								
05 8015 000 000	SPECIAL EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8015	SPECIAL EDUCATION 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8017	CONESTOGA PARENT GROUP								
05 8017 000 000	CONESTOGA PARENT GROUP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8017	CONESTOGA PARENT GROUP 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8026	WEEPING WATER PARENT GROUP								
05 8026 000 000	WEEPING WATER PARENT GROUP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8026	WEEPING WATER PARENT GROUP 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8027	HEAD START POLICY COUNCIL								
05 8027 000 000	HEAD START POLICY COUNCIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8027	HEAD START POLICY COUNCIL 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8028	HD START POP FUND								
05 8028 000 000	HEAD START POP FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8028	HD START POP FUND 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8220	8TH GRADE ACTIVITIES								
05 8220 000 003	8TH GRADE ACTIVITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8220	8TH GRADE ACTIVITIES 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8310	BAKE SHOPPE								
05 8310 000 001	BAKE SHOPPE - CLOSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8310	BAKE SHOPPE 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8332	CONCESSIONS								
05 8332 210 001	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8332	CONCESSIONS 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8340	FBLA								
05 8340 000 001	HS SCHOOL STORE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							
8340	FBLA 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
8360	LIBRARY								
05 8360 000 001	LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00							

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
8360	LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05	ACTIVITY FUND	(279,594.51)	0.00	26,528.10	26,528.10	0.00	(234,346.78)	0.00	45,248.77

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
06	CAFETERIA								
3100	FOOD SERVICE OPERATIONS								
06 3100 110 000	NON INSTRUCTIONAL REG EMPLOYEE	360,000.00	34,452.51	34,452.51	48.73	184,567.37	0.00	0.00	184,567.37
06 3100 210 000	GROUP INS/NON INSTRUCTIONAL	1,000.00	41.38	41.38	23.71	762.89	0.00	0.00	762.89
06 3100 220 000	SOCIAL SECURITY/NON INSTRUCTIONAL	30,000.00	2,616.69	2,616.69	44.45	16,664.17	0.00	0.00	16,664.17
06 3100 230 000	RETIREMENT/NON INSTRUCTIONAL	30,000.00	2,532.26	2,532.26	42.98	17,105.66	0.00	0.00	17,105.66
06 3100 237 000	ADD'L RETIREMENT CONTRIBUTION	10,000.00	251.50	251.50	12.81	8,719.33	0.00	0.00	8,719.33
06 3100 280 000	HEALTH BENEFITS/NON INSTRUCTIONAL	11,000.00	880.24	880.24	40.93	6,498.06	0.00	0.00	6,498.06
06 3100 340 000	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 431 000	REPAIRS/MAINTENANCE NON TECH	25,000.00	1,078.80	1,078.80	51.63	12,093.14	0.00	0.00	12,093.14
06 3100 431 003	REPAIRS AND MAINTENANCE	75,000.00	1,339.13	1,339.13	11.68	66,271.98	0.00	30.00	66,241.98
06 3100 431 010	REPAIRS/MAINTENANCE NON TECH/PECC	5,000.00	813.06	813.06	30.86	3,456.77	0.00	0.00	3,456.77
06 3100 570 000	FOOD SERVICE MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 570 010	FOOD SERVICE MANAGEMENT/CACFP	150,000.00	7,952.60	7,952.60	33.04	100,434.31	0.00	0.00	100,434.31
06 3100 610 000	GENERAL SUPPLIES	100,000.00	0.00	0.00	0.06	99,938.58	0.00	0.00	99,938.58
06 3100 610 009	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	(4,158.88)	0.00	0.00	(4,158.88)
06 3100 610 010	GENERAL SUPPLIES/CACFP	10,000.00	0.00	0.00	0.09	9,991.24	0.00	0.00	9,991.24
06 3100 626 000	GASOLINE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 630 000	FOOD EXPENSES	350,000.00	34,119.54	34,119.54	54.26	160,423.82	0.00	330.04	160,093.78
06 3100 630 010	FOOD EXPENDITURES	75,000.00	7,256.00	7,256.00	45.18	44,412.75	0.00	3,297.11	41,115.64
06 3100 650 000	TECHNLOGY SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 650 010	TECHNLOGY SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 000	MISC EXPENSES/REFUNDS	1,500.00	218.99	218.99	18.76	1,218.62	0.00	0.00	1,218.62
3100	FOOD SERVICE OPERATIONS	1,233,500.00	93,552.70	93,552.70	41.25	728,399.81	0.00	3,657.15	724,742.66
6500	CAFETERIA								
06 6500 401 000	DAIRY PRODUCTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 6500 690 000	MISCELLANEOUS ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6500	CAFETERIA		0.00	0.00	0.00	0.00	0.00	0.00	0.00
06	724,744.66 CAFETERIA		1,233,500.00	93,552.70	93,552.70	41.25	728,399.81	0.00	3,657.15

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
07	BOND FUND								
5000	DEBT SERVICES								
07 5000 830 000 600.00	DEBT RELATED EXPENSES	1,000.00	0.00	0.00	40.00	600.00	0.00	0.00	
07 5000 831 000 305,000.00	PRINCIPAL PAYMENTS ON BONDS	1,000,000.00	0.00	0.00	69.50	305,000.00	0.00	0.00	
07 5000 832 000 142,560.87	INTEREST PAYMENTS	280,394.00	0.00	0.00	49.16	142,560.87	0.00	0.00	
07 5000 833 000 0.00	BOND ISSUANCE/DEBT RELATED COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5000 DEBT SERVICES 448,160.87		1,281,394.00	0.00	0.00	65.03	448,160.87	0.00	0.00	
07 BOND FUND 448,160.87		1,281,394.00	0.00	0.00	65.03	448,160.87	0.00	0.00	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
08	SPECIAL BLDG FUND								
2610	OPERATION OF PLANT								
08 2610 340 000	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 431 000	NON TECH REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 441 000	RENTALS OF LAND & BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 450 000	CONSTRUCTION MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 530 000	COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 710 000	LAND AND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2610 890 000	MISCELLANEOUS ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2610	OPERATION OF PLANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2660	SECURITY SERVICES								
08 2660 430 000	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2660 450 000	CONSTRUCTION MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2660 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2660 710 000	LAND AND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2660 730 000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2660 733 000	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2660 890 000	MISCELLANEOUS EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2660	SECURITY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2670	SAFETY SERVICES								
08 2670 450 000	CONSTRUCTION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2670 610 000	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2670 733 000	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2670 734 000	TECHNOLOGY HARDWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 2670 735 000	SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2670	SAFETY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4100	BOND RELATED EXPENDITURES								
08 4100 890 000	MISCELLANEOUS EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4100	BOND RELATED EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4200	TITLE 1 - CURRENT								

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
08 4200 450 000	CONSTRUCTION MATERIALS	800,000.00	0.00	0.00	0.00	800,000.00	0.00	0.00	800,000.00
4200	CURRENT	800,000.00	0.00	0.00	0.00	800,000.00	0.00	0.00	800,000.00
4300	FACILITY ACQ/ARCHITEC AND ENGINEERING								
08 4300 340 000	ARCHITECTURAL AND ENGINEERING SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4300 340 001	ARCHITECTURAL AND ENGINEERING SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4300 340 003	ARCHITECTURAL AND ENGINEERING SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4300 350 000	TECHNICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4300	FACILITY ACQ/ARCHITEC AND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4500	BUILDING CONSTRUCTION								
08 4500 720 001	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4500 720 003	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4500 720 009	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4500 720 010	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4500	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700	BUILDING IMPROVEMENTS								
08 4700 340 000	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 350 000	TECHNICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 720 001	BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 733 000	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 733 001	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 733 003	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 733 009	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 733 010	FURNITURE AND FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 734 000	TECHNOLOGY HARDWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 4700 890 001	MISCELLANEOUS EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700	BUILDING IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICES								
08 5000 833 000	BOND ISSUANCE/DEBT RELATED COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
08 800,000 SPECIAL BLDG FUND			800,000.00	0.00	0.00	0.00	800,000.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
09	QUALIFIED CAPITAL PURPOSE UNDERTAKING FU								
2515	CENTRAL SERVICES/BLDGS AND SITES								
09 2515 430 000	REPAIRS AND MAINTENANCE SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 2515 430 001	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 2515 430 003	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 2515 430 009	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 2515 710 000	LAND AND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2515	CENTRAL SERVICES/BLDGS AND SITES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2610	OPERATION OF PLANT								
09 2610 431 000	REPAIRS/MAINTENANCE NON TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2610	OPERATION OF PLANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICES								
09 5000 830 000	DEBT RELATED EXPENSES	0.00	0.00	0.00	0.00	(200.00)	0.00	0.00	(200.00)
09 5000 831 000	REDEMPTION OF PRINCIPAL	0.00	0.00	0.00	0.00	(305,000.00)	0.00	0.00	(305,000.00)
09 5000 832 000	INTEREST ON LONG TERM DEBT	0.00	0.00	0.00	0.00	(8,135.00)	0.00	0.00	(8,135.00)
09 5000 833 000	BOND ISSUANCE/DEBT RELATED COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICES	0.00	0.00	0.00	0.00	(313,335.00)	0.00	0.00	(313,335.00)
09	QUALIFIED CAPITAL PURPOSE	0.00	0.00	0.00	0.00	(313,335.00)	0.00	0.00	(313,335.00)

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
10	HEADSTART 20								
6940	HEAD START								
10 6940 610 010 0004 0.00	GENERAL SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
10 6940 621 010 0004 0.00	NATURAL GAS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
6940	HEAD START		0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	HEADSTART 20		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
12	STUDENT FEES								
2190	OTHER PUPIL SUPPORT SERVICES								
12 2190 151 001 1696	ADD'L COMP TO TEACHERS/PROF STAFF	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00	0.00
12 2190 151 003 1697	ADD'L COMP TO TEACHERS/PROF STAFF	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
12 2190 152 001 1696	ADD'L COMPENSATION/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 152 003 1697	ADD'L COMPENSATION/INSTRUC AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 221 001 1696	SOCIAL SECURITY	550.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00
12 2190 221 003 1697	SOCIAL SECURITY	200.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00
12 2190 222 001 1696	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 222 003 1697	SS/MEDICARE TO INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 231 001 1696	RETIREMENT/TEACHERS PROF STAFF	550.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00
12 2190 231 003 1697	RETIREMENT/TEACHERS PROF STAFF	200.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00
12 2190 232 001 1696	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 232 003 1697	RETIREMENT/INSTRUCTIONAL AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 237 001 1696	ADD'L RETIREMENT CONTRIBUTION	200.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00
12 2190 237 003 1697	ADD'L RETIREMENT CONTRIBUTION	100.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00
12 2190 340 001 1696	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 352 001 1696	OTHER TECHNICAL SERVICES/OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 352 003 1697	OTHER TECHNICAL SERVICES/OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 001 1696	GENERAL SUPPLIES/ HS FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 001 1698	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 001 1707	CULINARY/NUTRITION	0.00	148.66	148.66	0.00	(1,061.27)	0.00	0.00	0.00
12 2190 610 001 1710	GENERAL SUPPLIES	0.00	72.34	72.34	0.00	(72.34)	0.00	0.00	0.00
12 2190 610 001 1719	WOODS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
12 2190 610 001 1721 0.00	MANUFACTURING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 001 1722 0.00	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 003 1697 0.00	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 003 1706 0.00	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 610 003 1708 0.00	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 734 001 1723 (1,695.34)	TECHNOLOGY HARDWARE	0.00	0.00	0.00	0.00	(1,247.70)	0.00	447.64	
12 2190 810 001 1696 0.00	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 810 001 1698 (1,264.64)	HS BAND RENTALS	0.00	0.00	0.00	0.00	(78.97)	0.00	1,185.67	
12 2190 810 001 1701 0.00	DUES AND FEES/ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 810 001 1710 5,000.00	HS ART FEES	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	
12 2190 810 001 1718 0.00	DRIVERS ED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 810 001 1722 0.00	DUES AND FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 810 003 1697 0.00	MS PARTICIPATION FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 810 003 1706 (490.38)	MS BAND RENTALS	0.00	0.00	0.00	0.00	0.00	0.00	490.38	
12 2190 810 003 1708 0.00	FCS FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 2190 890 000 1790 (0.01)	MISC EXPENDITURES	0.00	0.01	0.01	0.00	(0.01)	0.00	0.00	
2190 OTHER SUPPORT SERVICES		16,800.00	221.01	221.01	27.29	14,339.71	0.00	2,123.69	
12 STUDENT FEES		16,800.00	221.01	221.01	27.29	14,339.71	0.00	2,123.69	

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
95	HEADSTART '17								
3630	EARLY HEAD START								
95 3630 410 010 0.00	SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
3630	EARLY HEAD START	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3930	PLATTSMOUTH HDSTART PA-22								
95 3930 410 010 0.00	SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
3930	PLATTSMOUTH HDSTART PA-22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	HEADSTART '17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
96	HEADSTART NUTRITION								
5843	NUTRITION								
96 5843 411 010	FOOD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5843	NUTRITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	HEADSTART NUTRITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Activity	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:		17,680,784.22	32,903,748.00	2,008,380.27	2,008,380.27	46.27	17,827,375.17	0.00	146,590.95

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
01	**GENERAL**						
1100	REGULAR INSTRUCTIONAL PROGRAMS	$7,828,550.00	$611,325.28	$3,106,477.55	39.76	$4,722,072.45	$4,715,610.41
1125	SA FLEX FUNDING	$217,845.00	$16,672.32	$82,352.87	37.80	$135,492.13	$135,492.13
1150	LIMITED ENGLISH PROFICIENCY	$90,371.00	$8,370.46	$46,858.21	51.87	$43,512.79	$43,497.84
1160	POVERTY PROGRAMS	$1,009,343.00	$78,028.93	$389,227.83	38.57	$620,115.17	$620,055.17
1190	EARLY CHILDHOOD EDUC PROGRAMS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
1193	MUSIC/FINE ARTS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
1195	BAF FLEX FUNDING	$39,758.00	$3,495.20	$17,949.06	45.15	$21,808.94	$21,808.94
1200	SPECIAL EDUCATION PROGRAMS	$3,135,870.00	$259,616.08	$1,311,167.58	41.86	$1,824,702.42	$1,823,126.74
1291	SPED INSTRUCTIONAL PROGRAMS 3-5	$0.00	$115.73	$1,174.04	0.00	($1,174.04)	($1,835.47)
1292	SPED BIRTH TO 2	$1,339.00	$951.20	$2,015.60	150.53	($676.60)	($676.60)
1295	UNIFIED COACHING EXTRA DUTY	$0.00	$185.18	$925.90	0.00	($925.90)	($925.90)
1300	SUMMER SCHOOL	$54,384.00	$0.00	$104.17	0.19	$54,279.83	$54,279.83
2110	SOCIAL WORK SERVICES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
2120	GUIDANCE SERVICES	$325,892.00	$12,721.74	$63,608.73	19.52	$262,283.27	$262,283.27
2130	HEALTH SERVICES	$153,977.00	$8,756.75	$45,020.18	29.38	$108,956.82	$108,738.98
2141	SCHOOL PSYCHOLOGY SERVICES	$156,545.00	$15,113.92	$69,862.60	44.65	$86,682.40	$86,652.40
2151	SA SPEECH PATHOLOGY	$219,500.00	$30,262.14	$164,212.39	74.81	$55,287.61	$55,287.61
2152	PK 3-5 SPEECH PATHOLOGY	$30,000.00	$5,038.50	$38,491.50	128.31	($8,491.50)	($8,491.50)
2153	PK 0-3 SPEECH PATHOLOGY	$18,000.00	$2,357.50	$9,020.00	50.11	$8,980.00	$8,980.00
2161	SA OCCUPATIONAL THERAPY	$39,000.00	$1,050.00	$13,702.50	35.13	$25,297.50	$25,297.50
2162	PK OCCUPATIONAL THERAPY	$5,000.00	$0.00	$0.00	0.00	$5,000.00	$5,000.00
2163	0-2 OCCUPATIONAL THERAPY	$0.00	$2,415.00	$18,340.00	0.00	($18,340.00)	($18,340.00)
2171	SA PHYSICAL THERAPY	$37,605.00	$875.00	$7,875.00	20.94	$29,730.00	$29,730.00
2172	PK PHYSICAL THERAPY	$12,360.00	$0.00	$0.00	0.00	$12,360.00	$12,360.00

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
2173	0-2 PHYSICAL THERAPY	$20,000.00	$3,325.00	$11,760.00	58.80	$8,240.00	$8,240.00
2181	SA VISION	$77,500.00	$6,400.00	$43,382.32	55.98	$34,117.68	$34,117.68
2212	INSTR AND CURRICULUM DEVELOPMENT	$145,230.00	$127.10	$36,054.26	28.07	$109,175.74	$104,470.50
2213	INSTRUCTIONAL STAFF TRAINING	$7,210.00	$250.00	$4,058.85	68.65	$3,151.15	$2,260.32
2214	IMPLEMENTATION OF STANDARDS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
2220	LIBRARY/MEDIA SERVICES	$225,569.00	$20,790.52	$104,310.86	47.31	$121,258.14	$118,858.97
2230	INSTRUCTION RELATED TECHNOLOGY	$6,250.00	$0.00	$2,600.00	41.60	$3,650.00	$3,650.00
2310	BOARD OF EDUCATION	$413,250.00	$21,900.57	$394,323.22	95.43	$18,926.78	$18,891.78
2320	EXECUTIVE ADMIN. SERVICES	$223,465.00	$17,131.31	$84,714.42	37.92	$138,750.58	$138,720.62
2330	DISTRICT LEGAL SERVICES	$10,000.00	$4,006.80	$11,877.60	118.78	($1,877.60)	($1,877.60)
2410	OFFICE OF THE PRINCIPAL SERV.	$1,608,881.00	$124,694.70	$629,965.88	39.16	$978,915.12	$978,915.12
2510	GENERAL BUSINESS SUPPORT	$280,529.00	$34,693.13	$132,173.81	47.26	$148,355.19	$147,955.19
2530	DUPLICATNG SERVICES	$109,095.00	$7,749.94	$35,544.19	32.58	$73,550.81	$73,550.81
2540	EVALUATION SERVICES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
2580	ADMIN TECHNOLOGY SERVICES	$506,852.00	$25,846.57	$189,078.75	41.18	$317,773.25	$298,143.07
2610	OPERATION OF PLANT	$910,792.00	$66,470.17	$349,262.30	38.56	$561,529.70	$559,589.24
2620	MAINTENANCE OF PLANT	$709,002.00	$175,960.10	$532,056.32	80.73	$176,945.68	$136,616.90
2630	UPKEEP OF GROUNDS	$770,150.00	$650.00	$15,694.78	2.04	$754,455.22	$754,455.22
2650	VEHICLE OPERATION/MAINTENANCE	$9,148.00	$0.00	$0.00	0.00	$9,148.00	$9,148.00
2660	SECURITY SERVICES	$94,760.00	$26,870.67	$47,649.72	50.28	$47,110.28	$47,110.28
2670	SAFETY SERVICES	$7,210.00	$220.30	$4,890.40	67.83	$2,319.60	$2,319.60
2710	REGULAR STUDENT TRANSPORTATION	$439,913.00	$44,810.03	$179,317.94	40.87	$260,595.06	$260,107.96
2712	SA SPED VEHICLE OPERATION	$186,230.00	$22,546.29	$96,039.54	51.57	$90,190.46	$90,190.46
2713	PK VEHICLE OPERATION	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
3300	COMMUNITY SERVICE OPERATIONS	$10,000.00	$719.90	$3,200.62	39.77	$6,799.38	$6,023.00

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
3400	GRANTS FR PRIVATE INTERESTS/EDQUEST	$8,489.00	$1,854.66	$6,685.73	92.54	$1,803.27	$633.45
3500	STATE CATEGORICAL PROGRAMS/RULE 82	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
3535	HIGH ABILITY LEARNERS	$12,000.00	$0.00	$2,595.72	39.15	$9,404.28	$7,301.90
3540	STATE EARLY CHILDHOOD GRANT	$61,800.00	$3,816.80	$19,950.02	32.28	$41,849.98	$41,849.98
3541	BIRTH TO 3 ENDOWMENT	$44,856.00	$12,277.27	$64,578.34	145.00	($19,722.34)	($20,185.91)
3550	OTHER STATE CATEGORICAL/RULE 4	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
3551	CAREER EDUCATION	$8,449.00	$0.00	$1,546.19	18.30	$6,902.81	$6,902.81
3575	NEBR INNOVATION GRANT PROGRAM	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
3599	OTHER STATE CATEGORICAL PROGRAMS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
5000	DEBT SERVICES	$3,668,000.00	$0.00	$3,616,110.00	98.59	$51,890.00	$51,890.00
6200	TITLE I PART A	$235,685.00	$12,807.70	$69,024.77	29.29	$166,660.23	$166,660.23
6210	TITLE I PART A ACCOUNTABILITY	$1,030.00	$0.00	$0.00	0.00	$1,030.00	$1,030.00
6310	TITLE II PART A	$90,600.00	$5,303.62	$26,518.10	29.48	$64,081.90	$63,888.93
6406	IDEA PRESCHOOL (619) BASE	$15,000.00	$1,680.00	$12,980.89	86.54	$2,019.11	$2,019.11
6408	IDEA BASE/EP	$459,187.00	$30,616.76	$170,661.55	37.17	$288,525.45	$288,525.45
6412	IDEA PART B PROPORTIONATE SHARE	$49,025.00	$3,000.22	$15,001.10	30.60	$34,023.90	$34,023.90
6421	IDEA 611 ARP	$5,150.00	$0.00	$0.00	0.00	$5,150.00	$5,150.00
6422	IDEA NON PUBLIC ARP	$12,360.00	$1,243.86	$4,975.44	40.25	$7,384.56	$7,384.56
6423	IDEA 619 ARP	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
6690	OTHER NON CATEGORICAL EXP/MEDICAID	$250.00	$0.00	$0.00	0.00	$250.00	$250.00
6700	PERKINS REVISION GRANT	$12,800.00	$408.36	$53,420.27	425.24	($40,620.27)	($41,631.14)
6940	HEAD START	$1,814,678.00	$143,992.18	$728,922.12	40.72	$1,085,755.88	$1,075,779.19
6968	TITLE IV PART B 21ST CENTURY	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
6969	TITLE IVA STU SUPPORT & ACADEMIC ENRICH	$7,000.00	$0.00	$3,559.50	50.85	$3,440.50	$3,440.50
6980	ADULT BASIC EDUCATION	$0.00	$0.00	$0.00	0.00	$0.00	$0.00

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
6990	OTHER FED CATEGORICAL SOURCES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
6993	AMERICAN RESCUE PLAN HOMELESS HCY	$1,000.00	$0.00	$0.00	0.00	$1,000.00	$1,000.00
6996	ESSERS (EMERGENCY RELIEF)	$7,000.00	$0.00	$0.00	0.00	$7,000.00	$7,000.00
6997	ESSERS II	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
6998	ESSERS III	$0.00	$1,064.90	$5,593.70	0.00	($5,593.70)	($5,593.70)
8000	TRANSFERS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
9000	NON PROGRAM EXPENDITURES	$2,803,166.00	$0.12	$0.58	0.00	$2,803,165.42	$2,803,165.42
01	GENERAL	$29,463,900.00	$1,880,580.48	$13,098,465.51	44.78	$16,365,434.49	$16,269,873.15
02	**DEPRECIATION FUND**						
2900	OTHER SUPPORT SERVICES	$54,077.00	$0.00	$54,077.00	100.00	$0.00	$0.00
8000	TRANSFERS	$54,077.00	$0.00	$0.00	0.00	$54,077.00	$54,077.00
02	DEPRECIATION FUND	$108,154.00	$0.00	$54,077.00	50.00	$54,077.00	$54,077.00
03	**EMPLOYEE BENEFITS FUND**						
2900	OTHER SUPPORT SERVICES	$0.00	$7,497.98	$35,354.93	0.00	($35,354.93)	($35,354.93)
8000	TRANSFERS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
03	EMPLOYEE BENEFITS FUND	$0.00	$7,497.98	$35,354.93	0.00	($35,354.93)	($35,354.93)
05	**ACTIVITY FUND**						
2190	OTHER PUPIL SUPPORT SERVICES	$0.00	$0.00	$7,022.79	0.00	($7,022.79)	($7,022.79)
2900	OTHER SUPPORT SERVICES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
3200	ENTERPRISE OPERATIONS/ACTIVITIES	$0.00	$26,528.10	$227,323.99	0.00	($227,323.99)	($272,572.76)
8000	TRANSFERS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8009	PIONEER GRANT MATCH	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8015	SPECIAL EDUCATION	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8017	CONESTOGA PARENT GROUP	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8026	WEEPING WATER PARENT GROUP	$0.00	$0.00	$0.00	0.00	$0.00	$0.00

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
8027	HEAD START POLICY COUNCIL	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8028	HD START POP FUND	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8220	8TH GRADE ACTIVITIES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8310	BAKE SHOPPE	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
8332	CONCESSIONS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
05	ACTIVITY FUND	$0.00	$26,528.10	$234,346.78	0.00	($234,346.78)	($279,595.55)
06	**CAFETERIA**						
3100	FOOD SERVICE OPERATIONS	$1,233,500.00	$93,552.70	$505,100.19	41.25	$728,399.81	$724,742.66
06	CAFETERIA	$1,233,500.00	$93,552.70	$505,100.19	41.25	$728,399.81	$724,742.66
07	**BOND FUND**						
5000	DEBT SERVICES	$1,281,394.00	$0.00	$833,233.13	65.03	$448,160.87	$448,160.87
07	BOND FUND	$1,281,394.00	$0.00	$833,233.13	65.03	$448,160.87	$448,160.87
08	**SPECIAL BLDG FUND**						
2610	OPERATION OF PLANT	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
2660	SECURITY SERVICES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
2670	SAFETY SERVICES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
4100	BOND RELATED EXPENDITURES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
4200	TITLE 1 - CURRENT	$800,000.00	$0.00	$0.00	0.00	$800,000.00	$800,000.00
4300	FACILITY ACQ/ARCHITEC AND ENGINEERING	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
4500	BUILDING CONSTRUCTION	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
4700	BUILDING IMPROVEMENTS	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
5000	DEBT SERVICES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
08	SPECIAL BLDG FUND	$800,000.00	$0.00	$0.00	0.00	$800,000.00	$800,000.00
09	**QUALIFIED CAPITAL PURPOSE UNDERTAKING FU**						
2515	CENTRAL SERVICES/BLDGS AND SITES	$0.00	$0.00	$0.00	0.00	$0.00	$0.00

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
2610	OPERATION OF PLANT	$0.00	$0.00	$0.00	0.00	$0.00	$0.00
5000	DEBT SERVICES	$0.00	$0.00	$313,335.00	0.00	($313,335.00)	($313,335.00)
09	QUALIFIED CAPITAL PURPOSE UNDERTAKING FU	$0.00	$0.00	$313,335.00	0.00	($313,335.00)	($313,335.00)
12	**STUDENT FEES**						
2190	OTHER PUPIL SUPPORT SERVICES	$16,800.00	$221.01	$2,460.29	27.29	$14,339.71	$12,216.02
12	STUDENT FEES	$16,800.00	$221.01	$2,460.29	27.29	$14,339.71	$12,216.02

Jan-26

MONTHLY FINANCIAL REPORT TO THE BOARD

Reconciled Cash Balances (Month)		
FUND	**2024-25**	**2025-26**
General	$2,724,084.95	$2,855,177.06
Depreciation	$25,948.79	($118,847.86)
Employee Benefit	$23,458.31	$27,871.56
Activity	$89,544.45	$104,460.49
Nutrition	$171,957.81	($92,276.68)
Bond	$424,030.56	$809,990.80
Building	$776,534.57	$549,464.44
QCPUF	$471,631.72	$569,639.39
FUNDS TOTAL	$4,707,191.16	$4,705,479.20

GENERAL FUND			
Three Year Comparison			
REVENUE			
MONTH	**2023-24**	**2024-25**	**2025-26**
September	4,038,795.67	7,500,418.71	4,678,810.15
October	798,573.07	1,205,223.21	5,055,221.16
November	996,084.56	759,235.45	428,817.37
December	1,425,036.89	1,847,877.48	1,922,561.79
January	1,883,699.38	1,777,666.45	1,915,560.52
February	2,480,106.04	3,101,524.34	
March	1,465,137.99	1,731,822.76	
April	2,252,704.55	1,898,043.90	
May	5,266,932.70	5,426,466.94	
June	1,842,903.97	2,132,018.56	
July	480,575.38	432,630.64	
August	340,034.59	500,033.35	
Running Total	**23,270,584.79**	**28,312,961.79**	**14,000,970.99**
Three Year Comparison			
EXPENSES			
MONTH	**2023-24**	**2024-25**	**2025-26**
September	2,206,082.22	6,958,265.52	5,785,128.88
October	1,715,759.99	1,828,824.68	846,308.91
November	1,871,352.19	1,974,225.13	1,854,199.72
December	1,691,257.18	1,814,129.34	1,784,756.32
January	1,747,902.62	1,836,351.79	1,880,580.48
February	1,746,307.77	1,672,322.27	
March	1,827,748.03	1,741,063.79	
April	1,612,897.69	1,623,248.56	
May	1,772,775.62	1,726,329.30	
June	1,770,875.42	1,995,039.75	
July	1,799,489.95	1,576,074.69	
August	1,517,003.37	1,596,849.16	
Running Total	**$21,279,452.05**	**$26,342,723.98**	**$12,150,974.31**
Annual budget	**$25,230,000.00**	**$30,799,016.00**	**$29,463,900.00**
Percent Spent	**84.34%**	**85.53%**	**41.24%**

Cash Flow Report

Fund	Cash Flow Beginning Cash	Cash Flow Revenue During Month	Cash Flow Expenses During Month	Cash Flow Ending Cash
01 GENERAL	2,820,197.02	1,915,560.52	(1,880,580.48)	2,855,177.06
02 DEPRECIATION FUND	(118,855.61)	7.75	0.00	(118,847.86)
03 EMPLOYEE BENEFITS FUND	28,268.16	7,101.38	(7,497.98)	27,871.56
05 ACTIVITY FUND	109,028.75	21,959.84	(26,528.10)	104,460.49
06 CAFETERIA	(60,325.45)	61,601.47	(93,552.70)	(92,276.68)
07 BOND FUND	740,076.68	69,914.12	0.00	809,990.80
08 SPECIAL BLDG FUND	520,307.30	29,157.14	0.00	549,464.44
09 QUALIFIED CAPITAL PURPOSE UNDERTAKING FU	557,923.23	11,716.16	0.00	569,639.39
Grand Total:	4,596,620.08	2,117,018.38	(2,008,159.26)	4,705,479.20

General Fund	JANUARY EOM
Petty Cash	$ 464.07
Accounts Payable	$ 434,170.08
Payroll	$ 1,197,183.22
Total of bank accounts balances	$ 1,631,817.37
Plus	
Head Start bank balance	$ 6,946.62
NLAF	$ 978,921.41
Loan due from Depriciation	$ 144,923.00
Payroll-NPERS difference	$ 291.98
Total	$ 2,762,900.38
Less	
Cafeteria Fund	$ (92,276.68)
End of Month Fund Total	$ 2,855,177.06

Plattsmouth Community Schools 2024-2025 Annual Report

*Working together to achieve **A**cademic success, respectful **B**ehavior, and **C**areer readiness in a **S**afe environment.*

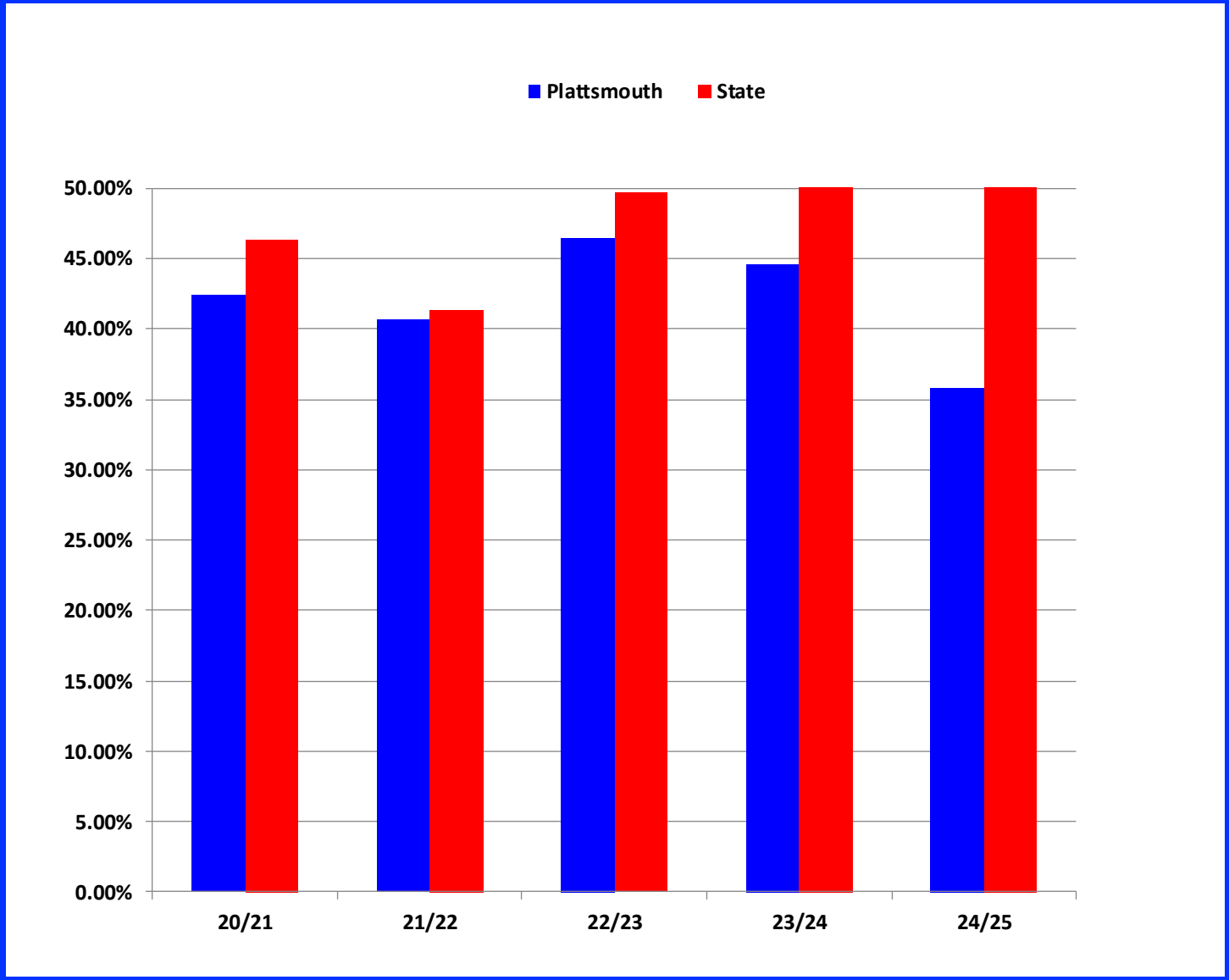
Superintendent Dr. Richard E. Hasty

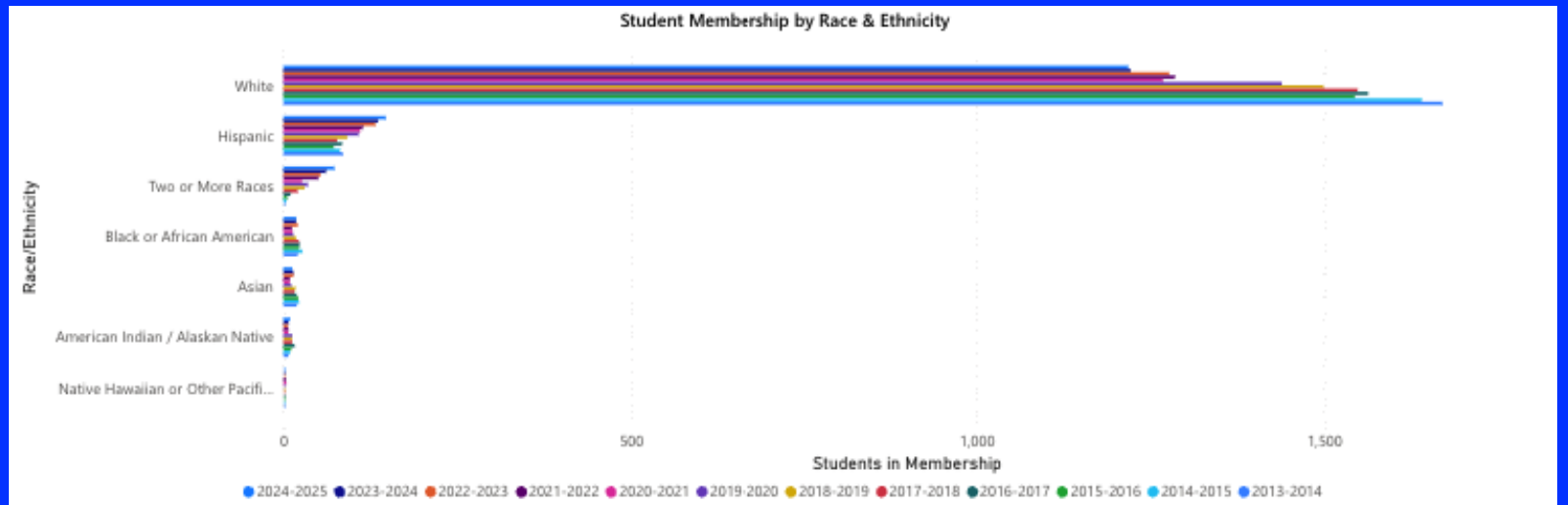
www.pcsd.org

rhasty@pcsd.org

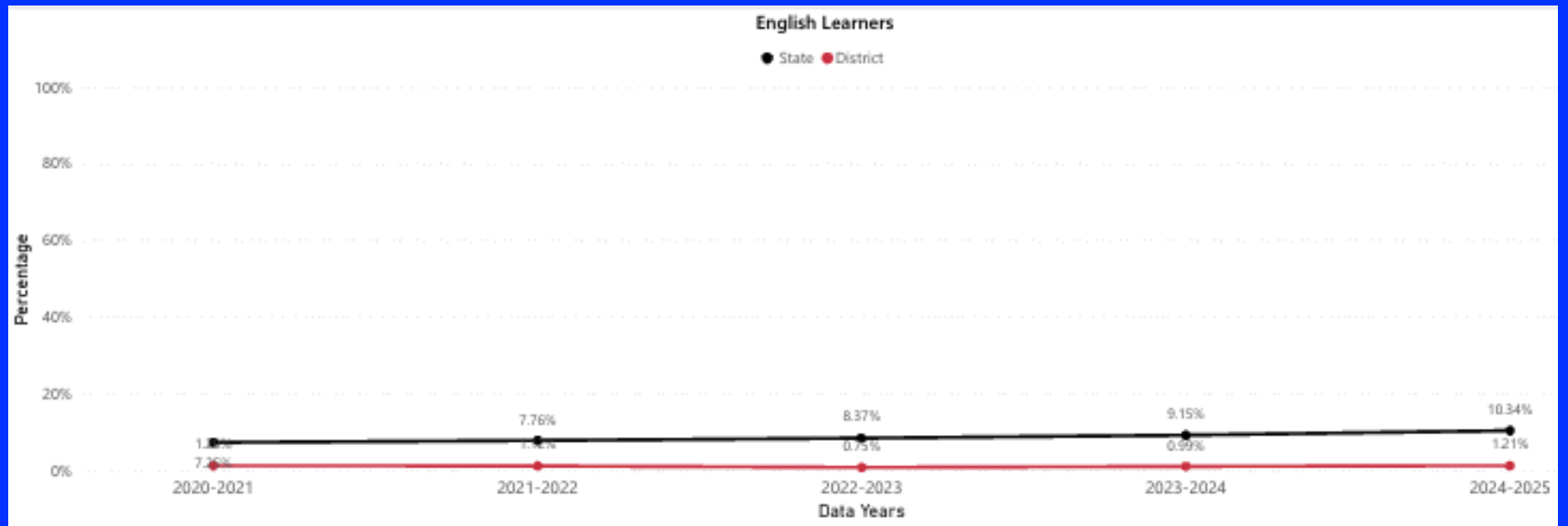
GRADE-BY-GRADE ENROLLMENT					
GRADE	YEAR				
	20/21	21/22	22/23	23/24	24/25
PreK Total	**108**	**144**	**167**	**151**	**159**
K	90	99	80	90	95
1	84	92	96	78	95
2	76	88	95	82	84
3	88	84	96	98	88
4	92	92	84	94	98
K-4 TOTAL	**430**	**455**	**451**	**442**	**460**
5	94	89	100	77	95
6	88	96	99	97	88
7	133	95	98	104	103
8	107	134	98	104	100
5-8 TOTAL	**422**	**414**	**395**	**382**	**386**
9	111	114	136	102	116
10	109	118	119	135	103
11	130	105	121	119	126
12	127	130	115	128	129
9-12 TOTAL	**477**	**467**	**491**	**484**	**474**
K-12 TOTAL	**1329**	**1336**	**1337**	**1308**	**1320**
PreK-12 TOTAL	**1437**	**1480**	**1504**	**1459**	**1479**

Free/Reduced Meals

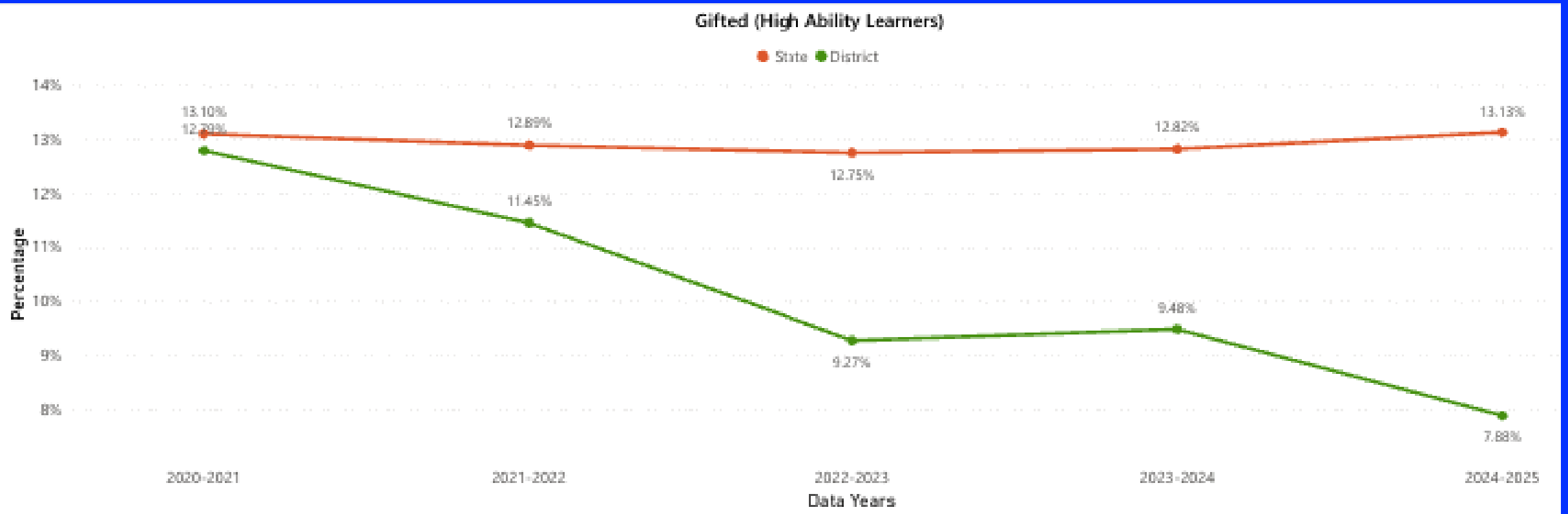




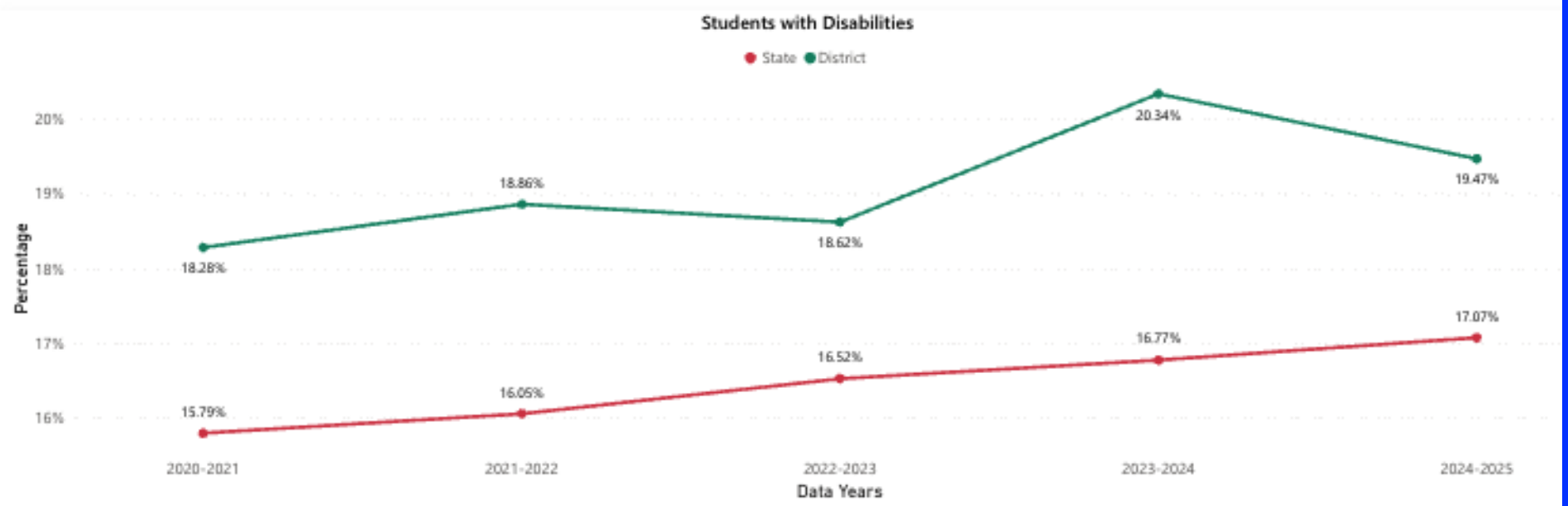
Race	Asian		Hispanic		White		American Indian / Alaskan Native		Black or African American		Native Hawaiian or Other Pacific Islander		Two or More Races	
Data Years	Count	%	Count	%	Count	%	Count	%	Count	%	Count	%	Count	%
2024-2025	12	0.81%	147	9.94%	1,218	82.35%	9	0.61%	18	1.22%	2	0.14%	73	4.94%
2023-2024	14	0.96%	136	9.32%	1,221	83.69%	7	0.48%	18	1.23%	2	0.14%	61	4.18%
2022-2023	14	0.93%	132	8.78%	1,277	84.91%	6	0.40%	20	1.33%	2	0.13%	53	3.52%
2021-2022	9	0.61%	114	7.70%	1,285	86.82%	7	0.47%	12	0.81%	3	0.20%	50	3.38%
2020-2021	9	0.63%	110	7.65%	1,268	88.24%	7	0.49%	13	0.90%	4	0.28%	26	1.81%
2019-2020	11	0.68%	108	6.66%	1,439	88.77%	12	0.74%	14	0.86%	2	0.12%	35	2.16%
2018-2019	17	1.02%	91	5.45%	1,499	89.81%	12	0.72%	18	1.08%	2	0.12%	30	1.80%
2017-2018	15	0.88%	77	4.54%	1,548	91.33%	12	0.71%	22	1.30%	1	0.06%	20	1.18%
2016-2017	19	1.11%	84	4.89%	1,563	91.03%	16	0.93%	23	1.34%	2	0.12%	10	0.58%
2015-2016	21	1.25%	72	4.29%	1,544	92.07%	11	0.66%	22	1.31%	2	0.12%	5	0.30%
2014-2015	22	1.23%	81	4.54%	1,640	91.93%	9	0.50%	27	1.51%	1	0.06%	4	0.22%
2013-2014	19	1.05%	85	4.71%	1,670	92.52%	7	0.39%	20	1.11%	2	0.11%	2	0.11%



Data Years	State	District
2024-2025	10.34%	1.21%
2023-2024	9.15%	0.99%
2022-2023	8.37%	0.75%
2021-2022	7.76%	1.12%
2020-2021	7.25%	1.20%



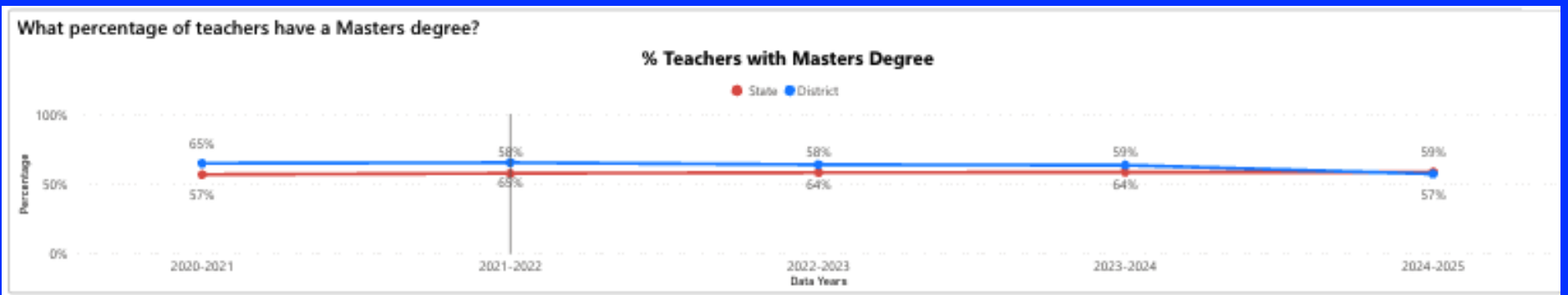
Data Years	State	District
2024-2025	13.13%	7.88%
2023-2024	12.82%	9.48%
2022-2023	12.75%	9.27%
2021-2022	12.89%	11.45%
2020-2021	13.10%	12.79%



Data Years	State	District
2024-2025	17.07%	19.47%
2023-2024	16.77%	20.34%
2022-2023	16.52%	18.62%
2021-2022	16.05%	18.86%
2020-2021	15.79%	18.28%

Percentage of Teachers with a Master’s Degree

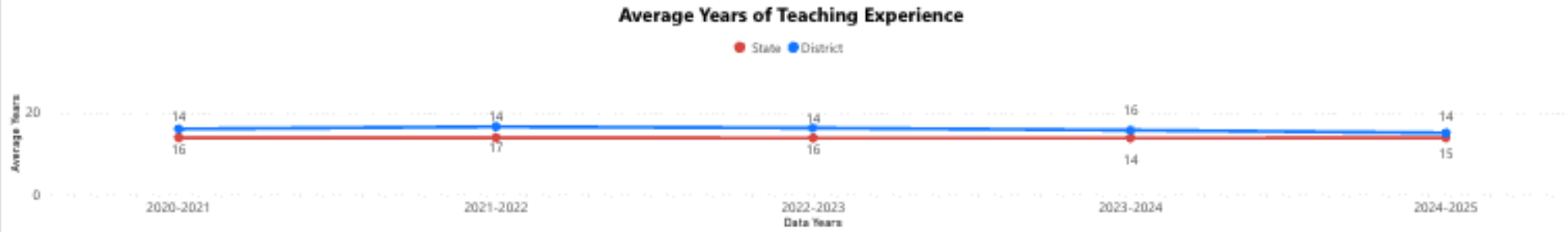
What percentage of teachers have a Masters degree?



Level	State			District		
Data Years	Total Teacher FTE	Total Teacher FTE with Master's Degree	% of Teacher FTE with Master's Degree	Total Teacher FTE	Total Teacher FTE with Master's Degree	% of Teacher FTE with Master's Degree
2024-2025	23,952	14,027	59%	108	62	57%
2023-2024	23,792	13,929	59%	109	69	64%
2022-2023	23,758	13,839	58%	113	72	64%
2021-2022	23,962	13,831	58%	114	75	65%
2020-2021	23,985	13,635	57%	119	77	65%

Average Years of Teaching Experience

How many years do teachers teach on average?



Data Years	State	District
2024-2025	14	15
2023-2024	14	16
2022-2023	14	16
2021-2022	14	17
2020-2021	14	16

Nebraska Student-Centered Assessment System (NSCAS)

Nebraska Student - Centered Assessment System

Percent Proficient: Advanced and On Track combined

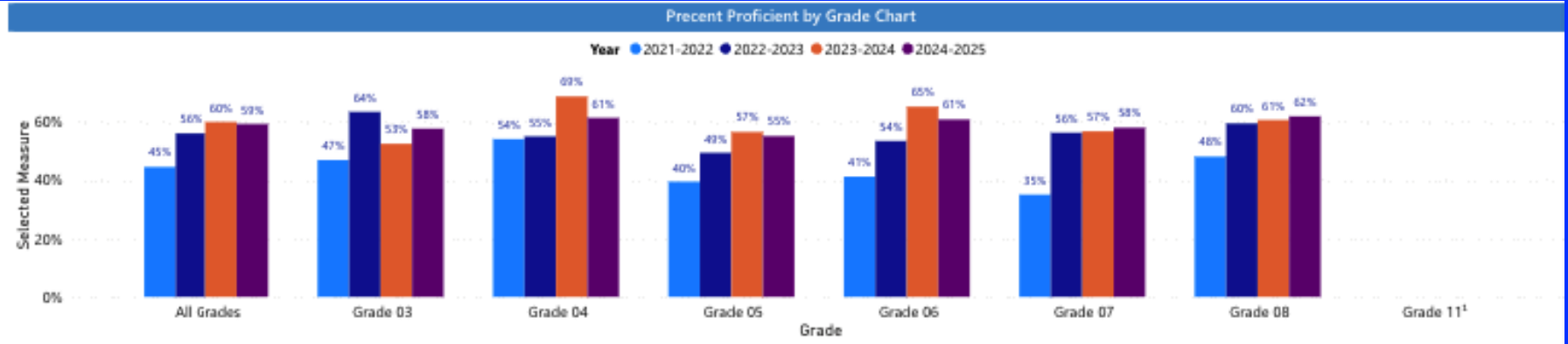
Combined Results for all Grades Tested

Data Years	English Language Arts[1]	Mathematics[1]	Science[1]
2023-2024	60%	65%	77%
2022-2023	56%	66%	81%
2021-2022	45%	44%	67%

[1]Students who are in their 3rd-Year cohort at the high school level will participate in the NSCAS Alternate or the ACT assessments. Results above include students who participated in the NSCAS General and NSCAS Alternate Assessments. ACT results are in a separate section of this site.

New assessments aligned to the NCC Ready Standards were first administered in 2016-17 for ELA, 2017-18 for Mathematics, and 2021-2022 for Science.

English Language Arts



For NSCAS and ACT purposes, the English Learners student group includes students who are reported as "English Learner, Receiving Services" or "English Learner, Parent Opted Out of Services." Students who were redesignated within the last four years as "Reclassified as English Fluent are also included in this student group."

Grade 11[1] Students who are in their 3rd-Year cohort at the high school level will participate in the NSCAS Alternate or the ACT assessments. Results above include students who participated in the NSCAS General and NSCAS Alternate Assessments. ACT results are in a separate section of this site.

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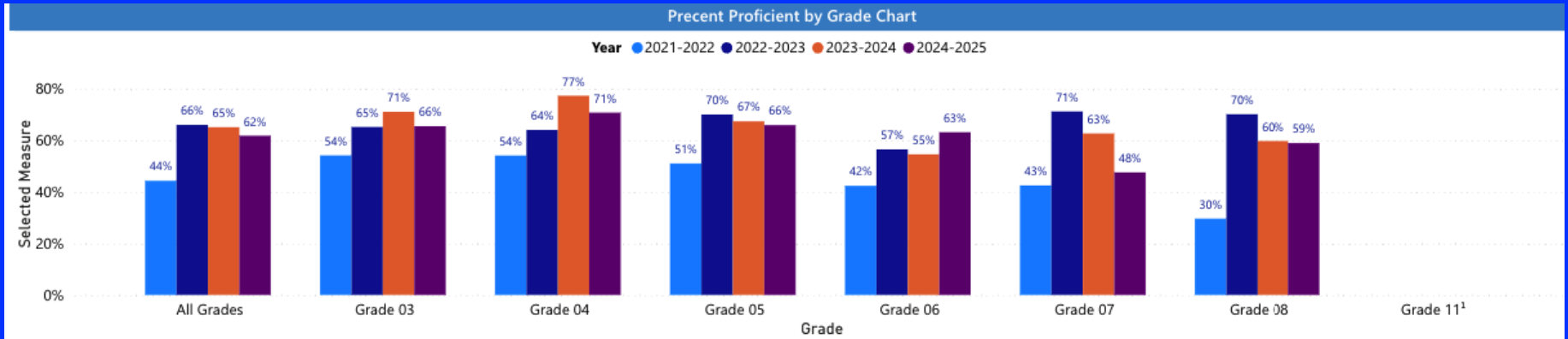
Mathematics



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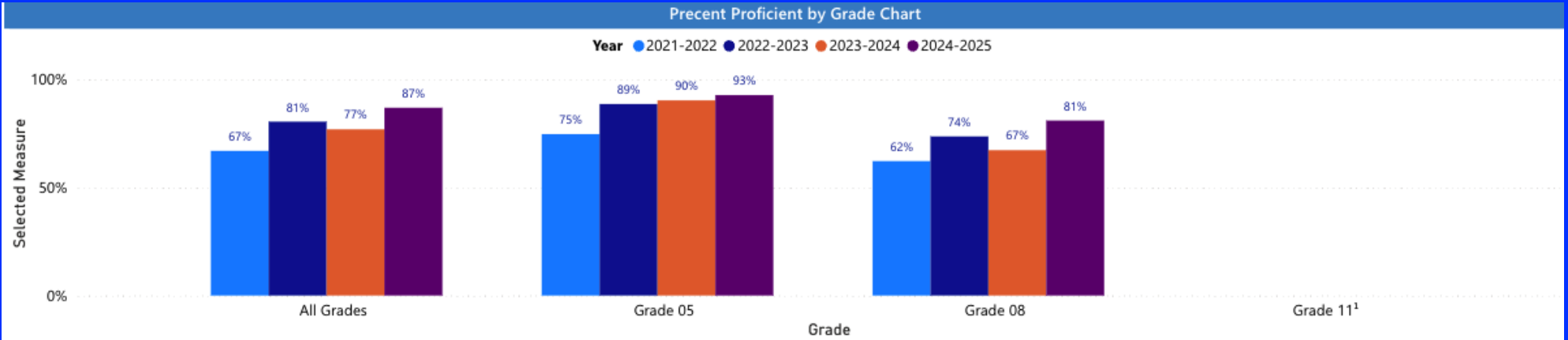
Science



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Percent Proficient - ACT

Nebraska Student - Centered Assessment System

Percent Proficient : ACT Benchmark, On Track or Combined

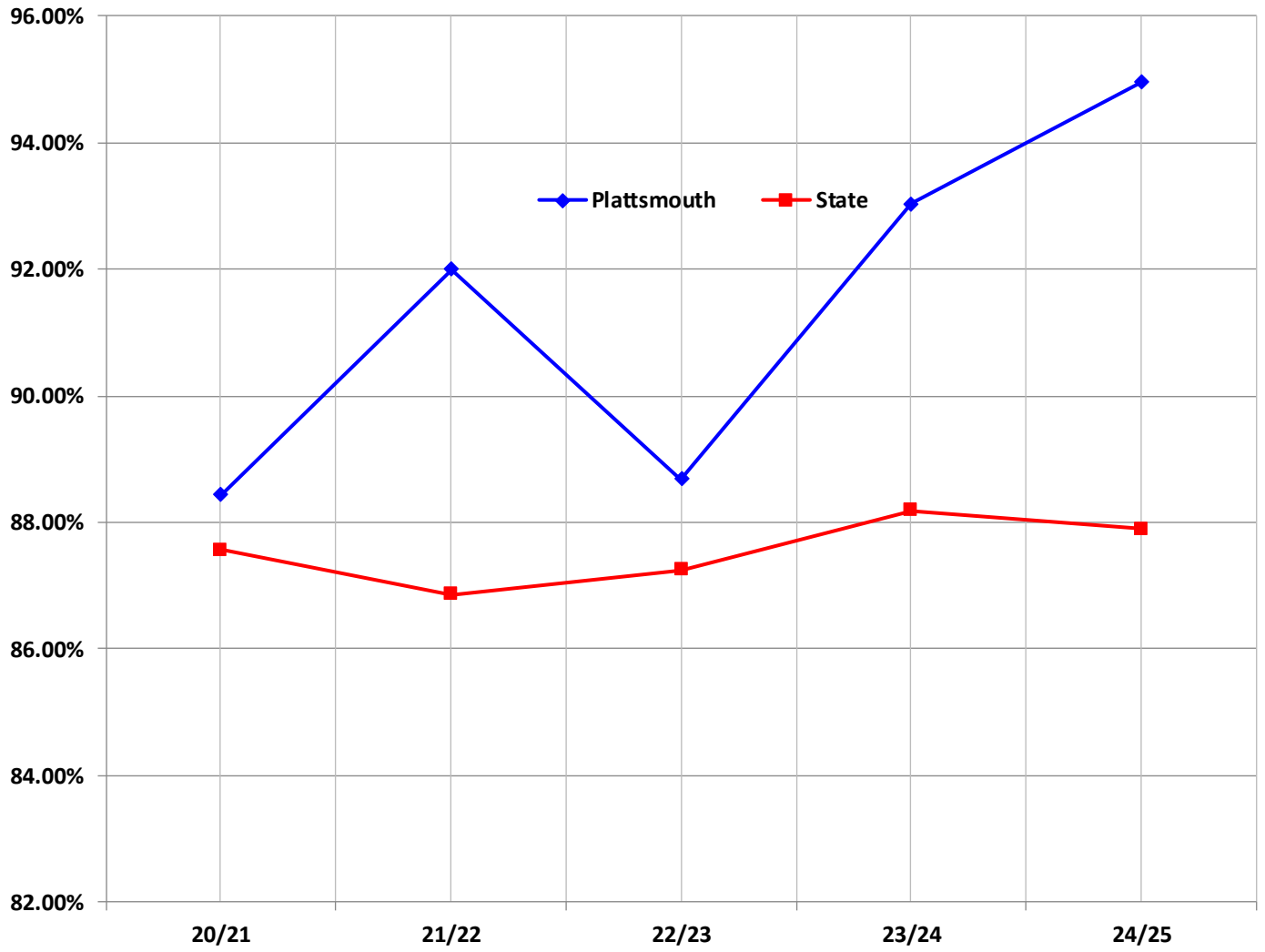
Percent Meeting Expectations			
Data Years	English Language Arts	Mathematics	Science
2024-2025	33.33%	31.71%	44.72%
2023-2024	34.75%	43.22%	41.53%
2022-2023	33.05%	40.68%	51.69%

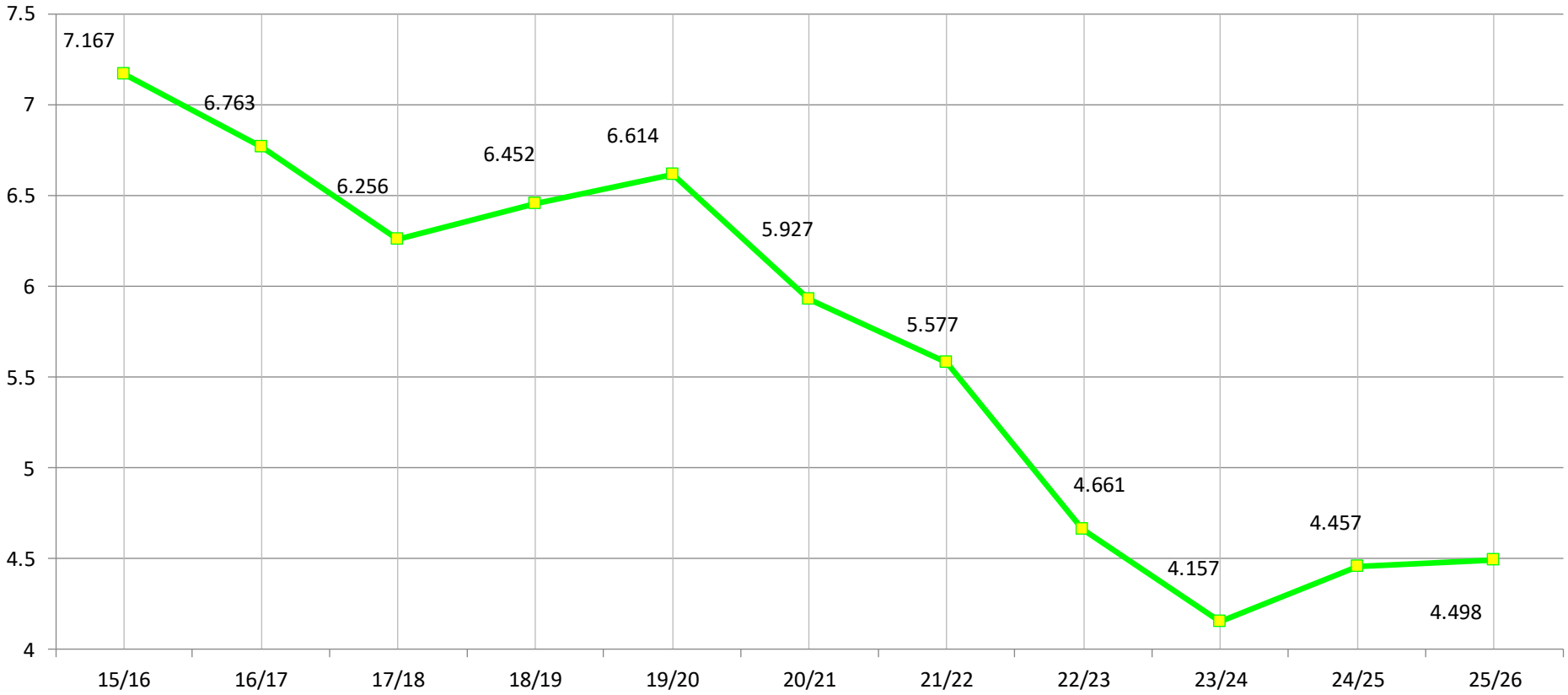
A Quality Education System Today and Tomorrow (AQuESTT)

PCS Building and District Classifications

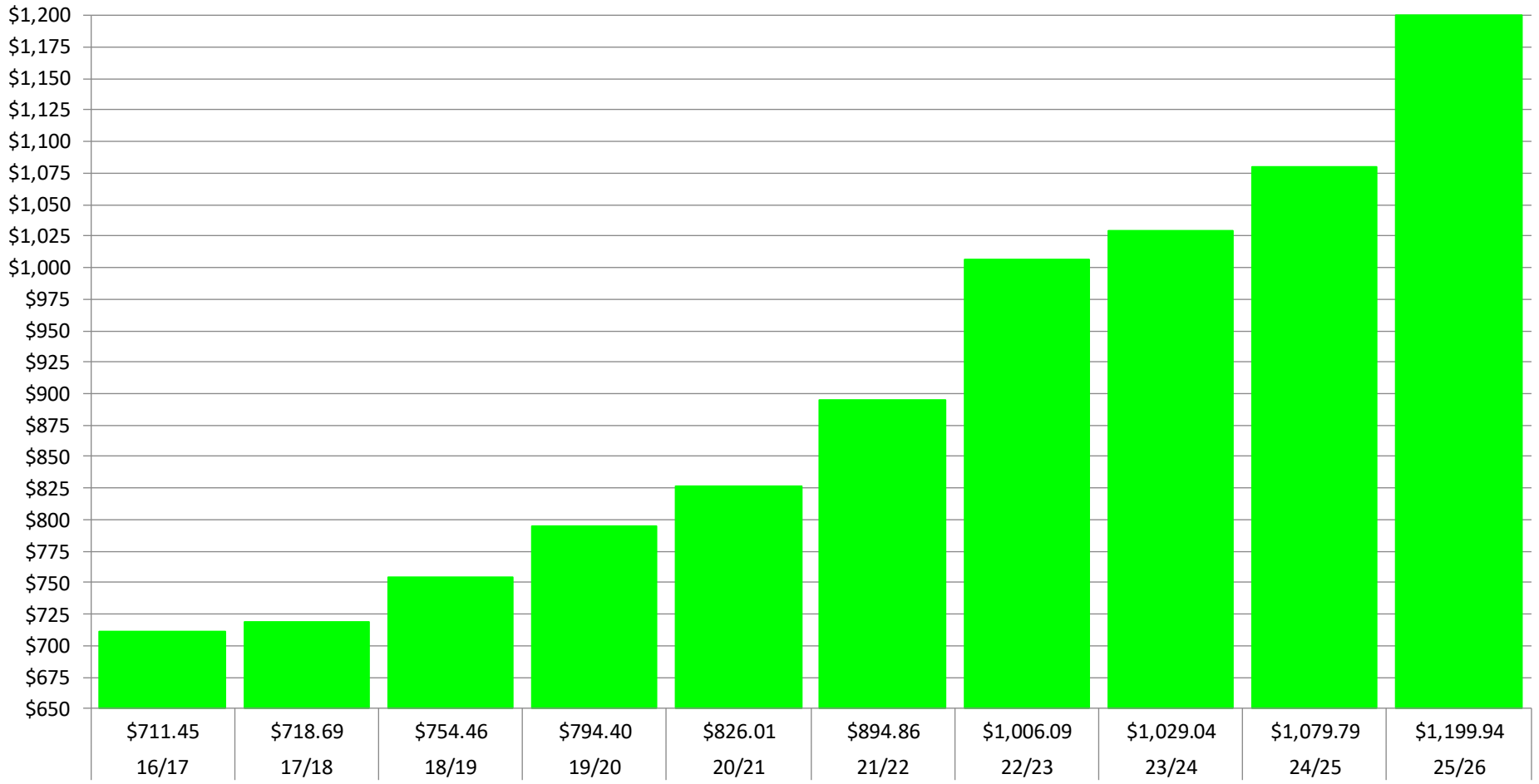
	23-24 Classification	24-25 Classification
Early Childhood	NA	NA
Elementary (K-4)	Great	Great
Middle School (5-8)	Great	Good
High School (9-12)	Good	Good
District	Good	Good

4-Year Graduation Rates

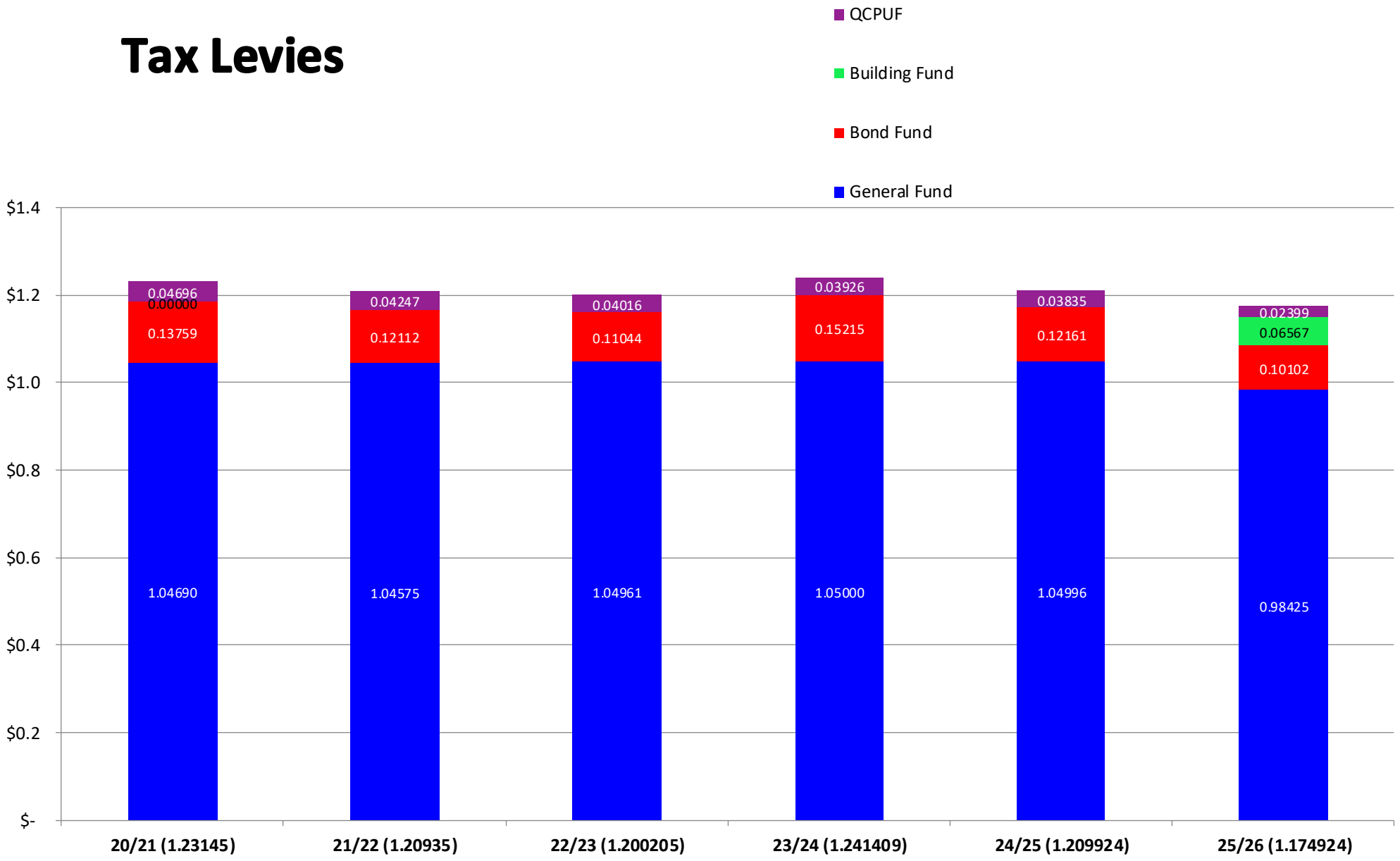



7.5
7
6.5
6
5.5
5
4.5
4
7.167
6.763
6.256
6.452
6.614
5.927
5.577
4.661
4.157
4.457
4.498
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26

Assessed Valuation (Millions) *Determined by the County Assessor



Tax Levies


QCPUF
Building Fund
Bond Fund
General Fund
$1.4
$1.2
$1.0
$0.8
$0.6
$0.4
$0.2
$-
0.04696
0.00000
0.13759
1.04690
0.04247
0.12112
1.04575
0.04016
0.11044
1.04961
0.03926
0.15215
1.05000
0.03835
0.12161
1.04996
0.02399
0.06567
0.10102
0.98425
20/21 (1.23145)
21/22 (1.20935)
22/23 (1.200205)
23/24 (1.241409)
24/25 (1.209924)
25/26 (1.174924)

Thank you for your support of the Plattsmouth Community Schools!

*Working together to achieve **A**cademic success, respectful **B**ehavior, and **C**areer readiness in a **S**afe environment.*

Superintendent Dr. Richard E. Hasty

www.pcsd.org

rhasty@pcsd.org

PLATTSMOUTH HIGH SCHOOL
BOARD OF EDUCATION REPORT

Tina Harvey, Principal

February 2026

PHS Student Enrollment 2025-2026:

	May 2025	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
9th	**114**	**105**	**104**	**105**	**106**	**106**	**106**	**106**				
10th	**105**	**112**	**114**	**115**	**117**	**117**	**117**	**117**				
11th	**125**	**107**	**100**	**101**	**100**	**100**	**99**	**99**				
12th	**126**	**135**	**136**	**138**	**138**	**138**	**139**	**138**				
TOTAL	**470**	**459**	**454**	**459**	**461**	**461**	**461**	**460**				

General Updates

On January 27 & 28 Katie Lorenzen, Amanda Wright and Kevin Tilson were invited to attend the MOEC(Metropolitan Omaha Educational Consortium) High School Attendance Improvement Institute held on the UNO campus. This two day training looked at many different categories that influence daily attendance of students. Many school districts were represented and collaborated on approaches to improve attendance. Here at Plattsmouth we will be doing a study for the remainder of the school year with a demographic of students that we recognized as an area that needs improvement through the data we studied during the training.

Work is underway to implement a transition plan for rising freshmen who will attend PHS as the Class of 2030. This plan includes multiple opportunities for students and parents to learn about academic programs, career academies, and extracurricular activities at PHS. Initial communication has already been shared with 8th-grade families, and additional outreach will continue to support and encourage students as they prepare for this important transition.

Students and Staff of the Week

1/12	**1/19**	**1/26**	**2/2**
Ryenn Babcock(9)	Evelyn McCormack(9)	Ryan Joy(9)	Nora Decker(9
Donavan Baxter(10)	Jesse Wilson(10)	Alexa Cook(10)	Gessica Cook(10)

Savanna Lewis(11)	Ella Hadfield(11)	Finnley Heinrichs(11)	Kaydince Hall-Wills(11
Noah Brodersen(12)	Craig Devine(12)	A.J. Trimble(12)	Hunter Tschirren(12)
Austin Lenhoff(S)	Eilene Rodriguez(S)	Trey Cossel(S)	Kristen Johnson(S)

Career Academies Report

The Career Academies are welcoming O'Neill High School back for another tour on February 9th. They are interested in our Career Academies and the Career Wheel Class, which all freshmen take. Planning is already underway for the beginning of the next school year. We have a motivational speaker/ career mentor signed up for next year. Mike Smith will be joining us on Academy Kickoff Day to interact with our students and discuss career choices, life skills, and leadership. To go along with this, the Plattsmouth Education Foundation has given the Career Academies a grant to help fund this activity.

Activities Report

The Speech team is having a great start to their season. They won the Elmwood-Murdock Invite and had 20 medalists. The boys wrestling team was runner-up at the Trailblazer Conference meet including Brenden Ging and Jace Milzcski as champs. On the girls side, Jaylee Ingham and Olivia Garrean were TBC champs. The girls head to districts on 2/7 and the boys 2/14. The basketball teams are still playing hard getting ready for the finish to their season and districts the week of 2/23. Senior night will be on 2/20. The Show Choir has also been competing at a high level. Winning their division and receiving best band and best choreography this year.

School Counselors Report

Preparing for 26-27 course requests, master scheduling, ACT day planning, and graduation planning.

Jobs for America's Graduates (JAG) Report

Throughout January, JAG students focused heavily on preparing for the Career Development Conference (CDC) while continuing their employability and leadership development. Students worked consistently on individual CDC events, including career preparation, prepared speaking, employability skills, resumes, cover letters, speeches, and presentation materials. Students timed their presentations, refined content, and completed submissions through Headrush, with projects finalized and submitted for review.

Instruction emphasized professionalism, communication skills, and attention to detail. The instructor provided individualized support by reviewing student work, offering feedback on grammar, format, content, and time limits, and helping students address weaknesses and make improvements. New JAG students were introduced to CDC expectations by revisiting first-semester projects as rough drafts, allowing them to reengage with the process and better understand program standards and procedures.

Students also collaborated on group initiatives, including the PBL showcase project and the outstanding chapter project, developing teamwork, problem-solving, and organizational skills. Through these collaborative efforts, students learned the importance of shared responsibility, communication, and meeting deadlines.

Additional activities included preparing for off-campus events, reviewing permission slips, and discussing expectations for dress, behavior, and professionalism during trips. Lessons were also presented on Health Insurance and banking and finance, and Child Labor Laws A guest visit from the Region 3 Program Manager provided added insight and support for student efforts.

At the conclusion of the month, students participated in a college and career visit to the University of Nebraska at Omaha (UNO). During the trip, students toured the campus and gained exposure to postsecondary education options, campus life, and career pathways, reinforcing the connection between their JAG skill development and future educational and career goals.

The students, at the end of the month, began a new Goals project, concentrating on outcome and process goals in academics, leadership, and careers.

Focus Points for 2025-2026

The 2025-2026 school year will focus on the following points:

1. Creating a positive and supportive school culture grounded in respect, inclusion, encouragement, and the celebration of both students and staff.
2. Enhancing communication about PHS initiatives with the appropriate students, staff, families, and community members.
3. Continuing the growth of our Career Academies and expanding Work-Based Learning opportunities.
4. Encouraging responsible citizenship and community engagement.

As we look ahead, Plattsmouth High School is positioned for a year of growth and achievement. Our highly-qualified staff, engaged community, and diverse opportunities in academics, career pathways, and student activities create a strong foundation for success. With a focus on data-informed decisions, we will continue to support every student in reaching their full potential—both now and in the future.

Middle School Board Report
John Campin-Principal
February 3, 2026
Current Enrollment Numbers for 2025-26

5th-108
6th-102
7th-92
8th-113
Total-415

I want to recognize Staci McDonnell. Staci is involved in many activities here at school that happen throughout the year. Staci is our Head Cross Country coach as well. This year, Staci took on the challenge of switching subjects to teach. Staci has been very positive from the start and continues to ask questions and instruct the curriculum as if she has been teaching this subject for years. Staci wants what is best for each student and is always willing to problem solve with any team to come up with a positive plan. I appreciate Staci's work ethic when times are tough. Staci communciates well and will always go above and beyond to be the best teacher and peer she can be. Thank you for all do you do for PCMS!!

I also want to recognize all of our students that have made great growth this year. This is the first year of implementing Fastbridge. Teachers have monitored growth every other week. The students took the MAP test in December. Due to hard work, more concentration and the "want to," some students have shown growth which has led them our of intervention. I appreciate the teachers that are learning and growing as they teach interventions. We all look forward to taking NSCAS and Spring MAP to see the improvements.

Check out our school Facebook page. You will see our weekly newsletter where we share students of the week in each grade and extra curricular updates.

Plattsmouth Elementary
Shannon Honold, Principal

Celebrations: On February 25th, Mrs. Stoskopf's class will have a guest reader from KAT103.7. They will also be recording the students saying the Pledge of Allegiance to air on the radio!!!

Enrollment Data:

	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Kindergarten	92	95	94	93	93	94	94
1st Grade	91	93	91	90	89	87	88
2nd Grade	105	104	104	101	100	101	102
3rd Grade	84	81	82	83	83	83	82
4th Grade	101	103	104	103	101	101	101
Total:	473	476	475	470	466	466	467

Reading Intervention Groups:
All of our intervention groups are up and running. We have significantly less students in groups this semester than we did the first semester. All the hard work put in by teachers does not go unnoticed!

Small Groups:
Teachers have diligently been working with their grade level teams, and Mrs. Heim, to access resources that will target the missing skills of their students. Although not an easy task, finding the right resources helps individual students grow!

Preschool Visits:
Our Kindergarten and Special Education teachers, along with Administration, will have the opportunity to visit some of the Preschool classrooms the week of February 23rd. The intent is for us to better understand what the Preschool teachers do to prepare the students to transition to Kindergarten.

Upcoming Events:
2/6 - SOUPER Bowl Competition
2/6 - Assembly
2/9 - International Epilepsy Day - Wear Purple
2/13 - Valentine's Day parties
2/14 - Valentine's Day
2/16 - Teacher Planning/PD Day
2/19 - Author Visit

2/23-2/27 - Preschool Visits
2/24-2/26 - Attendance Institute

CASS COUNTY HEAD START & EARLY HEAD START
PLATTSMOUTH EARLY CHILDHOOD CENTER

Main office: 902 Main Street, Plattsmouth, NE 68048 Mailing address: 1912
Old Highway 34 Plattsmouth, Nebraska 68048 402-296-5250

Head Start Treasurer's Report
January 2026

Continuation Grant from 1/1/2026 to 12/31/2026 (with NFS)			**$ 1,694,018**
Total Head Start Grant Funds from 1/1/2026 to 12/31/2026 (without NFS)			$ 1,170,975
Total Early Head Start Grant Funds from 1/1/2026 to 12/31/2026 (without NFS)			$ 184,231
Head Start Expenditures for the Month of: January 2026			$92,341
Early Head Start Expenditures for the Month of: January 2026			$16,436
Total Grant Period Expenditures 1/1/2026 to 12/31/2026			
	Head Start		$92,341
	Early Head Start		$16,436
In-Kind for the Month of: January 2026			$ 32,705
In-Kind Credited to Date:			
	Head Start	1/1/2026 to 12/31/2026	$28,661
	Early Head Start	1/1/2026 to 12/31/2026	$4,044
	Total	1/1/2026 to 12/31/2026	$32,705
Percent of Required In-Kind For Fiscal Year 2026			
	Head Start ($292,766 total required)		.09%
	Early Head ($46,046 total required)		.09%
	Total Required ($338,812)		1%

Head Start Nutrition Expenditures for the Month of: January 2026 $16,021

Meals for January 2026: Breakfast: 883 Lunch: 891

OneCard Charges (Credit Card) - January 2026: $978.77

CASS COUNTY HEAD START & EARLY HEAD START
PLATTSMOUTH EARLY CHILDHOOD CENTER

Main office: 902 Main Street, Plattsmouth, NE 68048 Mailing address: 1912
Old Highway 34 Plattsmouth, Nebraska 68048 402-296-5250

Head Start Director's Report
February 2026

Early Childhood Numbers as of: 1/06/2026
Enrollment:
Accepted for Tuition/Head Start for 2025-2026:

Total for Head Start	**65 out of 80**
Tuition at PECC	34
Total Enrollment for PECC	*99*
Birth to Three Program Enrollment Report:	
Sixpence	13
Birth to 5 Special Education Home/Community Based/Speech	41+ (8 open referrals)
Early Head Start	**10 out of 10**

Attendance:

Week Of:	Head Start Only	Tuition Only	Combined
1-9-26	**95.38%**	**97.50%**	**96.49%**
1-16-26	**80.48%**	**92.83%**	**84.66%**
1-23-26	**91.92%**	**84.12%**	**89.22%**
1-30-26	**80.62%**	**82.35%**	**81.21%**

Head Start Grant Information:
The Fiscal Year (FY) 2026 is a continuation grant application and is due on Oct. 1st, 2025. The grant was submitted on Aug. 26th, 2025. The Grant was approved by OHS on Dec. 18th, 2025.

- Updated non-federal share

Funding Type	Projected Funding	Funded Federal Enrollment
Head Start Program Operations & Training and Technical Assistance	$1,155,911	80
Early Head Start program Operations & Trainings and Technical Assistance	$180,913	10
Total Grand Funding	**$1,355,206**	**90**
In-Kind (non-federal share) for HS & EHS	$338,802	

Total Grant Amount	**$1,694,008**	

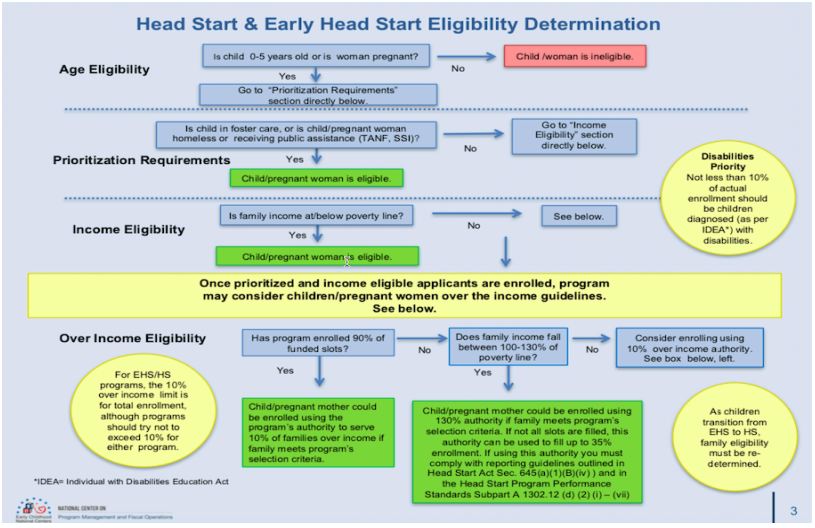
Office of Head Start Communications:

- Focus Area One Noncompliance follow up review was on Monday, Jan. 26th.
  - Interview format
  - Documentation request

Trainings:

- ESU#3, MTSS review of TPOT scores, training of staff in the area of transitions and focus on friendship skills.
  - Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA)
    - Board of Education Overview

- Head Start's mission is to serve the neediest children and families, promote school readiness and foster self-sufficiency of low income families. At Cass County Head Start we have developed ERSEA policies and procedures to accomplish this.
- Cass County Head Start is made up of 2 programs. We serve 10 students in home-based Early Head Start. This program can serve pregnant moms, infants and children until they are 3 years old and can transition into a preschool program. Our Head Start preschool program is funded to serve 80, 3 and 4 year old children until they are age eligible for kindergarten.
- Children can be eligible for our program in 4 ways. The largest part of our enrollment comes from families that fall below the federal poverty guidelines. Children can automatically qualify by being in foster care. Families that are homeless, receiving public assistance, SNAP or SSI also automatically qualify. 35% of our enrollment can come from families between 100% and 130% of federal poverty guidelines and 10% of our enrollment can be over income. An adjustment to a family's gross income can be made for excessive housing expenses. The flowchart below can be helpful to understand factors involved with determinations including a child's age, a family's income or their receipt of public assistance.



- Recruitment for the 2026-2027 school year will begin very soon. Recruitment plans to find the neediest families are in place for the Conestoga and Plattsmouth Head Start sites and Early Head Start. Once we find these families they must go through a verification process. They first need to fill out an application. Then an interview with a Family Support Advocate will take place. We use the Intake Interview Worksheet to make sure we are getting all the information needed. We ask that each family submit documents that verify they are eligible for the program. We accept tax returns, W-2's and check stubs. They also can submit legal documents such as foster care, TANF, SSI or SNAP paperwork. We also accept written statements to verify eligibility. Housing expenses will also be looked at. Families are treated with dignity and strict confidentiality is kept with all information that is being shared and documents they provide to us.
- Each application is given points to be used for selection consideration using our Priority Points Sheet. Points are awarded for things like income, age of the student, family risk factors, family crisis situations and disability. The areas that points are awarded are determined by things we track and report in our PIR (Program Information Report) and the needs in our community. A guidance document was developed so all applications will be scored the same no matter which Family Support Advocate is verifying it. A blind enrollment process based on points is used. Head Start then asks us to maintain a ranked viable waitlist to draw from.
- The last area of ERSEA is Attendance. Head Start Performance Standards asks that we maintain a monthly average attendance rate above 85%. To make this happen we support families that have children that are chronically absent. If a child is unexpectedly absent, staff will attempt to contact the parents to ensure the child's well being. Home visits will be made when a child is absent 2 days in a row with no family contact. We develop attendance plans and offer referrals for families that may need assistance getting their child to school.

Personnel:

- We are in need of one or two paraeducators.

Policy Council:

- Leadership reports: Disabilities, Family Supports, Health and Safety, Mental Health
- Coordinated approaches
    - Dual Language Learners
    - Professional Development and Practice Based Coaching
    - Special Education

Respectfully submitted,
Mrs. Juli Beck, Cass County Head Start Director

INVITATION
PECC SELF-ASSESSMENT

Monday- April 20th at 2:45pm to 4:45pm

Dear Board of Education, Staff, and Policy Council Members,

You are invited to participate in our upcoming Head Start Program Self-Assessment, an important annual process required under the Head Start Program Performance Standards.
The purpose of the self-assessment is to reflect on our program's effectiveness and ensure we are meeting the needs of the children and families we serve. This process supports continuous quality improvement and helps guide program planning and decision-making.

Why the Self-Assessment is Important:

- To evaluate program strengths and identify areas for growth
- To review data related to child outcomes, family engagement, attendance, health, and compliance
- To ensure responsible use of federal Head Start funds
- To inform program goals, training priorities, and resource allocation
- To fulfill federal Head Start requirements under 45 CFR §1302.102
- To support shared governance by including BOE, staff and Policy Council voices in program decisions

Your perspective and input are essential to this process. Participation helps ensure our self-assessment is meaningful, comprehensive, and reflective of the experiences of those who work directly with and advocate for our children and families.
Additional details regarding the date, time, and materials will be shared prior to the meeting. If you have questions or need accommodations to participate, please let us know.
Thank you for your continued commitment to the quality and success of our Head Start program.

Best Regards,

Juli Beck

PECC Director

Plattsmouth Community Schools

Board of Education Report

Amanda Wright

Special Education Director

February 9, 2026

Special Education Student Numbers

Elementary: 108 (103 in January 2026)
Middle School: 67 (66 in January 2026)
High School: 71 (71 in January 2026)
Non-Public: 13 (13 in January 2026)
Total K-12: 259 (253 in January 2026)

Indicator 13

Indicator 13 is a compliance indicator that requires the Nebraska Department of Education Office of Special Education to review specific information for students with disabilities who are transition age (ages 14 through the end of the school year the student turns 21).

After reviewing six student files, NDE found two files non compliant in the following areas: using age appropriate transition assessments, including appropriate measurable post secondary goals, and ensuring the measurable post secondary goals are based on transition assessments.

Both student files have been corrected and the district will provide training to all special education staff who serve students within the transition age range to ensure future compliance in all areas.

MOEC Attendance Workshop

Mr. Tilson, Mrs. Lorenzen, and I attended the MOEC (Metropolitan Omaha Educational Consortium) High School Attendance Improvement Institute on January 27th and 28th at the UNO campus. During the workshop, we identified a subgroup of high school–aged students who are chronically absent and developed an action plan to address their attendance needs.

As part of the institute, the high school is eligible to receive up to $3,000 to support specific strategies and action steps outlined in the attendance action plan. The grant application is due February 16th, and all funds must be expended by May 1st of this year.

Additionally, MOEC will be hosting a separate Attendance Improvement Institute for elementary and middle schools at the end of February that a team from each building will be attending.

Plattsmouth Community Schools
PCS Board of Education Report
Dr. Amber Johnson
Director of Instructional Services
February 9, 2026

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1. PCS Accreditation Update

On February 16, 2026, the Accreditation, MTSS, and Continuous Improvement Teams will be engaged in a half day of collaborative work focused on preparation for the upcoming External Visit (March 2–3, 2026).

Objectives/Outcomes

- Review essential information regarding the upcoming External Accreditation Visit, including a slide deck that outlines the visit details and provides specifics on how each day will proceed.
- Provide all staff the opportunity to review finalized accreditation results and key components related to required artifacts and evidence samples.
- Review the accreditation visit schedule with each building accreditation team to support preparation for the External Visit (March 2–3, 2026).

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2. 2025-2026 Science Review and Adoption Timeline

K–8: OpenSciEd Pilot Update

- Teachers in grades K–8 are currently planning and implementing one to two science units as part of the OpenSciEd pilot. Feedback and instructional usage data from this pilot will inform next steps in the district's science curriculum review process during mid-January through February 2026.

9–12: Curriculum and Materials Update

- High school science teachers are in the process of updating curriculum pacing guides, materials, and assessments from January 2026 through June 2026.
- High School Anatomy and Physiology is the only course identified as needing new instructional materials. All other science courses have current, up-to-date resources, with only a few courses requiring additional student textbooks.

Community Relations

Statement of Intent

It is the desire and intent of the Board of Education that there be continuous planned public relations activities for all participants in the school community - for students, staff, parents and for the public at large. The public relations efforts should emanate from the school, as well as from the administrative offices and the Board of Education.

Because the Board is proud of the staff, students and the school, public relations activities should encompass all areas of school life, including regular instructional activities, special events of unusual interest, extra-curricular activities, accomplishments of students and staff and Board of Education activities.

The purpose of the public relations activities shall be to inform so that all participants in the public education endeavor may gain pride in, and understanding of, their schools.

Methods of Communication

The Board of Education will use various media to keep the public informed–including news releases to the area newspapers, issuance of newsletters, school newspapers, Blue Devil television, social media (facebook, etc.), websites, presentations before parent groups, and other community organizations.

All Board of Education publicity releases shall be made through the Superintendent. The Superintendent shall establish procedures for the dissemination of information regarding deliberations and decisions of the Board of Education. The Superintendent shall also establish procedures for the dissemination of local school news, emphasizing student and staff activities and achievements.

Date of Adoption: January 9, 2006
Reviewed: Mar. 12, 2007, Mar. 10, 2008, Mar. 9, 2009, Mar. 8, 2010, Mar. 14, 2011
Revised: Dec. 12, 2011
Reviewed: Jan. 14, 2013, Jan. 13, 2014, Jan. 12, 2015, Jan. 11, 2016, Jan. 9, 2017, Jan. 15, 2018, Feb. 11, 2019, Feb. 10, 2020, Feb. 8, 2021, Feb. 14, 2022, Feb. 13, 2023, Feb. 12, 2024, Feb. 10, 2025

Community Relations

Visitors

It is the desire of the Plattsmouth Community School District to provide a safe environment for our students and staff. For the purpose of this policy, a visitor is defined as follows:

Visitor*: Any person that attends school functions and is not working with students shall be considered a visitor.*

Parents and other interested individuals are encouraged to visit school and are to be made welcome by the respective building staffs and student bodies. Under ordinary circumstances, the teacher being visited by a parent should continue with the regular classroom work. It is desirable that any individual parent-teacher conference be held before or after school in order that the normal instructional activities not be disrupted. Contacts during school hours with non-school individuals and agencies for materials, service, or programs may be made only with the approval of the principal.

For security reasons, all school personnel and students are asked to see that all visitors are courteously escorted to the building principal's office. In addition, the administration may exercise its discretion and has the authority to direct that certain individuals who may pose a threat of harm to students or staff, who may create or have created a disruption to the educational program, or who demonstrate abusive conduct may be prohibited from being on school grounds.

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Abusive conduct includes any of the following directed at a staff member:

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- Yelling or screaming
- Profanity or obscene language
- Personal insults
- Aggressive tone or posture
- Threatening language or behavior
- Any action that disrupts staff from performing their duties

If abusive conduct occurs, the individual may be asked to leave school property. If the individual refuses to leave, the employee will notify law enforcement that the individual is a trespasser. The district may limit or restrict the individual's future access to school property.

Employees in school buildings shall report to the principal immediately any person loitering on or near the school grounds. If necessary, the principal will notify the appropriate law enforcement agency to investigate the situation.

Legal Reference: Neb. Rev. Stat. 79-8,109 Teachers, Solicitation by Agents Prohibited, Exceptions
Neb. Rev. Stat. 28-901 Obstructing Government Operations

Date of Adoption: January 9, 2006
Reviewed: Mar. 12, 2007, Mar. 10, 2008
Revised: Aug. 14, 2008

Reviewed: Mar. 9, 2009, Mar. 8, 2010, Mar. 14, 2011, Dec. 12, 2011, Jan. 14, 2013, Jan. 13, 2014, Jan. 12, 2015, Jan. 11, 2016, Jan. 9, 2017, Jan. 15, 2018, Feb. 11, 2019, Feb. 10, 2020, Feb. 8, 2021, Feb. 14, 2022, Feb. 13, 2023, Feb. 12, 2024, Feb. 10, 2025

Business Operations

Head Start – Fiscal Officer

Head Start Performance Standard 1302.91 - Staff qualifications and competency requirements. (c) Fiscal officer. A program must assess staffing needs in consideration of the fiscal complexity of the organization and applicable financial management requirements and secure the regularly scheduled or ongoing services of a fiscal officer with sufficient education and experience to meet their needs. A program must ensure a fiscal officer hired after November 7, 2016 is a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field.

If PCS does not have an employee serving as a fiscal officer who meets the requirements of Head Start Performance Standard 1302.91, the district shall hire an individual or accounting firm that meets the requirements of being a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field *to perform the services of reviewing the monthly bank reconciliations, expenditures, approval of disbursements, coding of receipts and disbursements, and related grant reporting for Head Start and Early Head Start with a monthly report to be provided detailing the procedures performed and the findings.*

Adopted: Feb. 9, 2026

Personnel -All

Recruitment and Selection

The Board of Education authorizes the Superintendent to recruit and recommend for employment the best-qualified personnel to implement and fulfill the goals and policies of Plattsmouth Community Schools. All applicants so selected and recommended must satisfy the standards as set by the Board and/or the laws of the State of Nebraska.

All salaried personnel applying for employment shall be recommended for hiring by the Superintendent with the final approval by the Board of Education, prior to hiring. Final approval must be made by formal motion of the Board of Education. Where required by law or deemed essential by the school district, employees must be duly licensed and/or certified.

Prior to starting employment, all employees must complete and submit the District's (including Cass County Head Start) background check form and child abuse registry check form. Employees must also submit to fingerprinting and drug testing. If the background check and child abuse registry check, fingerprinting, and drug testing results do not contain information that would put students and staff in a potentially unsafe environment or would not impact the employee's responsibility to be a role model for students, staff, and patrons of the District, the employee may be cleared for employment. Items that could prevent a could prevent a candidate from being approved to work in the District may include, but are not necessarily limited to:

a. a record of drug possession or distribution,
b. a record of drug or alcohol abuse,
c. a record of physical abuse,
d. a record of sexual abuse,
e. neglect of a minor,
f. endangerment of a minor,
g. sexual misconduct,
h. a record of child pornography,
i. or other items that are related to the ability of an employee to perform the duties of specific positions.

Candidates shall not start employment, until results are received and reviewed by an administrator and/or the business manager. Annual training regarding routing and documentation procedures for criminal background and child abuse registry forms and information will take place in the month of April each year for business, human resources, and data entry staff.

For Head Start employee, a file audit will be completed in October of each year to verify that background check information is documented in ChildPlus. Results will be provided to the Head Start Director, Superintendent, and Policy Council.

Probationary period: All newly hired, contracted employees will be considered probationary for a period of 90 calendar days, excluding breaks and summer vacation for employees that do not

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Work twelve months. On approximately the 90th day, if not sooner, the employee's supervisor will complete a performance review to identify strengths, areas in need of improvement, a related improvement plan, and determine whether or not it is in the best interest of the District to continue employment.

Reference 79-501

Date of Adoption: July 11, 2005
Reviewed: May 12, 2008, May 11, 2009, May 10, 2010, May 9, 2011, Dec. 12, 2011,
Revised: Mar. 11, 2013, Apr. 8, 2013
Reviewed: Feb. 10, 2014, Feb. 9, 2015, Feb. 8, 2016, Feb. 13, 2017, Feb. 12, 2018,
Feb. 11, 2019, Mar. 9, 2020, Mar. 8, 2021, Mar. 14, 2022, Mar. 13, 2023, Mar. 18, 2024, Mar 17, 2025

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Personnel - All Employees

Drug and Alcohol Testing Policy

1. Need for Random Testing.

The Board is committed to eliminating drug and alcohol use and abuse in the workplace. All District employees are role models for students, and no employee is permitted to be under the influence of alcohol or any illicit drug while on duty. The Board is further committed to being proactive in ensuring that all employees are prepared to protect the safety of themselves and students in the workplace.

2. Eligibility for Testing.

Every employee who receives any remuneration, commission, bonus, or other form of wages in return for such person's actions which directly or indirectly benefit the District is subject to random drug testing.

3. Testing Procedure.

a. Random Testing.

A confidential testing schedule will be created by the Superintendent or designee to ensure that the testing of eligible employees is conducted in a manner that is random and confidential.

b. Collection.

In order to perform tests on an employee's breath specimen or bodily fluid, the District may contract with a clinic, hospital or laboratory. Any clinic, hospital or laboratory must be certified pursuant to the federal Clinical Laboratories Improvement Act of 1967, 42 U.S.C. 263a.

The testing collection process will be conducted in a manner that protects privacy, guards against tampered specimens, maintains specimens for the required amount of time and ensures an accurate chain of custody. The tests are designed to detect only the use of alcohol, THC, and many other illegal drugs, not medical conditions or the presence of authorized prescription medications.

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4. Confidentiality.

All activities related to the testing policy will be carried out in a confidential manner. Test results shall be not be divulged to others except as required by law or to the employee upon request. Test results may be released to the District officers, agents, or employees who need to know the information for reasons connected with their employment. Confidentiality shall be maintained in accordance with Neb. Rev. Stat. §48-1906 and any other applicable confidentiality laws.

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5. Consequences for Positive Tests.

The District may take disciplinary action, up to and including mandatory counseling, up to termination of employment, for an employee's positive test if the following conditions are met:

(1) A positive finding of drugs by preliminary screening procedures has been subsequently confirmed by gas chromatography-mass spectrometry or other scientific testing technique which has been or may be approved by the Department of Health and Human Services; or

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(2) A positive finding of alcohol by preliminary screening procedures is subsequently confirmed by either:

(a) Gas chromatography with a flame ionization detector or other scientific testing technique which has been or may be approved by the department; or

(b) A breath-testing device operated by a breath-testing-device operator. If the employee disputes the positive results of a breath-testing device, the employee may immediately request further testing by a blood sample if the employee voluntarily submits to give a blood sample taken by qualified medical personnel. If the confirmatory blood test results do not confirm a violation of the employer's work rules, any disciplinary or administrative action shall be rescinded.

An employee's refusal to submit to testing shall be deemed to be a positive test result.

An employee's tampering or interference with the testing process or testing equipment shall be deemed to be a positive test result.

6. Appeal Procedures.

An employee may challenge the results of a positive test through an appeal process to be developed by the Superintendent or designee.

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7. Process.

The Superintendent or the Superintendent's designee is directed to develop specific testing procedures consistent with this policy. Testing of the superintendent shall be performed by a third-party, non-school district employee.

Legal Reference: Neb. Rev. Stat. §§ 48-1901 through 48-1910

Date of Adoption: [DATE]

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Internal Board Policies - Organization

8110 Purpose and Role of the Board

The responsibilities of the Board of Education shall be as follows:

1. Provide a school system that offers a Pre-Kindergarten through twelfth grade program.

2. Confer with the Superintendent of schools about recommendations for school programs.

3. Consider and adopt textbooks selected by the Superintendent of schools and staff together with the courses of study recommended by them.

4. Set and annually review long-term written goals for the school district.

5. Consider and approve the annual operating budget prepared by the Superintendent of Schools.

6. Consider and approve claims for expenditure.

7. Be responsible to interpret the school programs to the community through a community relations program.

8. Represent the needs of the school system before city and state authorities as well as the general public.

9. Refer parent and community criticism and suggestions to the Superintendent for consideration and recommendation.

10. Serve as a body of final appeal for staff members and school patrons on matters properly appealable from orders of the Superintendent.

11. Establish and maintain policies consistent with the Board's interpretation of the wishes of the community and the requirements of the law. Conduct an annual review of policies as and to the extent required by law.

12. Develop a procedure whereby policy changes and/or additions may be proposed by board members, other school employees, or the general public by submitting them to the Superintendent for consideration and recommendation.

13. Continuously evaluate the effectiveness of Board policies.

14. Adopt rules and regulations in cooperation with the Superintendent for governance of the school system.

15. Select the Superintendent of Schools and support the Superintendent in the efficient discharge of the Superintendent's duties.

16. Require reports from the Superintendent.

17. Evaluate the Superintendent of Schools in accordance with applicable state laws.

18. Approve salaried personnel, upon nomination and recommendation of the Superintendent.

19. Annually elect officers of the Board and appoint auxiliary personnel as necessary.

20. Distinguish between selfish, uninformed criticism and genuinely helpful criticism.

21. Perform specific duties imposed on school boards by statutes of the State of Nebraska.

22. Participate in local, state and national organizations for school board members.

23. Cooperate with other governmental bodies and agencies.

24. Cooperate with professional and educational organizations.

Legal Reference: §79-526
§79-407
§79-512
§79-828

Adopted: June 13, 2005
Revised: July 10, 2006
Reviewed: June 9, 2008, June 8, 2009, June 14, 2010, June 13, 2011, Jan. 9, 2012, Mar. 11, 2013, Mar. 10, 2014, Mar. 9, 2015, Mar. 14, 2016
Revised: May 9, 2016
Reviewed: Mar. 13, 2017, April 9, 2018, June 10, 2019, April 13, 2020, April 12, 2021, April 11, 2022, April 10, 2023, April 8, 2024, April 14, 2025

Parent/Family Name_____

Child's Name_____ Birth Date ___/___/___

Parental Status (select one)	***Description***	***Point***	***Select***
O=One Parent	One	20	
N= Not the Child's Parent	Guardian/Foster	30	
Comments			
Disabilities/Special Needs (select one)			
X = Potential or suspected		20	
IFSP/IEP = Identified Educational Disability*		50	
~~Low Birth Weight/~~Premature (born before		40	
Comments			
Income (select one)			
130%-185% of Current Poverty Guidelines *		30	
101%-129% of Current Poverty Guideline		40	
Below Current Pov Guideline 75-100%		50	
Below Current Pov Guideline 50-74%		60	
Below Current Pov Guideline 0-49%		70	
TANF/SSI/Foster/Homeless/SNAP		80	
Comments			
Age of Applicant (select one)			
Expectant Mother	Preg	70	
0-12 months	Inf	50	
12-24 months	Tod	40	
24-30 months	Two	20	
30-35 months	Three	10	
Transition from Birth to Three	Transition	80	
Returners (4 years or older on 7/31)	Returner 4 yea	80	
4 years (on 7/31)	4	60	
3 years (on 7/31)	3	30	
Comments			
Family (select all that apply)	***Description***	***Point***	***Select***

Referral from other agency/professional	Ref	20			
Family risk factors (disabled, incarceration,	High Risk	60			
Family crisis (job loss, deployment,	Crisis	40			
Parent/Guardian a current member of U.S.	Military	20			
Homelessness	Homeless	80			
Family's primary language not English *	ELL	30			
Teen Parent (Defined as a parent or	Teen	70			
Resides outside of Plattsmouth Community	County	30			
Child of a Staff Member	Staff	20			
Families with Multiples	Mulitples	10			
Parent Education (No High School Diploma	Education	30			
Comments					
Parental Status					
Disabilites/Special Needs					
Income					
Age of Applicant					
Family					
Total Priority Points					
* Sixpence Risk Factors					
Comments					
Revised 11/25					
Approved by Policy Council; 1/20/15, 1/21/16, 1/19/17, 1/15/18, 1/28/19, 1/20/20, 2/12/21, 1/18/22, 2/6/23, 1/24/24, 1/27/25					
Approved by BOE 1/12/15, 1/11/16, 1/9/17, 2/12/18/, 2/11/19, 2/10/20, 3/8/21, 2/14/22, 2/13/23, 1/15/24, 1/13/25					

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth, Murray

Grantee: Plattsmouth Community School District

Guidance for the Priority Score Sheet

Information can be obtained from the application or an interview. If you are unsure, contact the family and ask clarifying questions. On all sections of the Priority Score Sheet, write down comments for the reasons why they received the points (i.e., family crisis – living with grandma, biological father has full custody, mother recently lost employment due to plant shut down, brother qualifies for SSI, etc.).

Parental Status Section:
Ask questions about the current custody situation and living arrangement such as, "Tell me who currently lives in your home?" and "What is your current custody situation?" Ask for legal documents to support answers.

- Parent Status is based on custody
- Guardian or Foster situations require documentation
- Child living with relatives that is not a guardian/foster situation would be considered for the "not the child's parents" priority score

Disabilities/Special Needs Section:
If a family indicates their child has a suspected disability, an email with the child's information must be sent to Linda Sederburg.

- Potential or suspected disability
  - Mark if the parents/guardians indicated on the application or in the interview process that they have concerns about the child's development
  - Mark if you suspect developmental concerns (not just medical concerns) through the interview process
- Identified Educational Disability
  Mark if you have evidence from a special education provider or have current IEP/IFSP/MDT paperwork
- ~~Low Birth Weight/~~Premature
  - Mark if child is born ~~between 28 weeks & 36~~ before 37 weeks of gestation
  - ~~Mark if child's birth weight is less than 5 pounds 8 ounces~~

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/20, 3/8/2021, 2/14/22, 2/13/2023, 1/15/24, 1/13/25

Revised November 2025

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth, Murray

Grantee: Plattsmouth Community School District

Income Section:
§1305.2– Definitions
Income means gross income and only includes wages, business income, unemployment compensation, pension or annuity payments, gifts that exceed the threshold for taxable income, and military income (excluding special pay for a member subject to hostile fire or imminent danger under 37 U.S.C. 310 or any basic allowance for housing under 37 U.S.C. 403 including housing acquired under the alternative authority under 10 U.S.C. 169 or any related provision of law). Gross income only includes sources of income provided in this definition; it does not include refundable tax credits nor any forms of public assistance.

- Calculate the family income
  - If no income, parent/guardian must complete the "Declaration of No Income" form
  - For income verification, any of the sources below can be utilized to calculate:
    - Income Tax Documentation (1040 form)
    - W-2 Documents
    - Unemployment Verification
    - Pension or annuity payments
    - Written Statements from Employers
    - Self-Declaration of Income
    - Pay Stubs
      - Military Pay Stubs may require more questioning or calls to figure out the various codes
      - Watch for twice monthly vs. bi-weekly pay amounts as bi-weekly pay periods will have 2 more pay periods each year than twice monthly pay periods
      - Try to get 2 or 3 pay stubs to ensure you are calculating based on an average pay period or check the year to date amounts (if those are listed on the pay stub) to make sure the income determination is correct
- TANF/SSI/ADC/Foster Home/SNAP
  - For TANF/ADC, must have documentation (i.e., letter, deposit information from bank, etc.)
  - For Foster Home, must have documentation of foster care status (i.e., letter from case worker, other DHHS documentation, etc.)

- If anyone in the family qualifies for SSI, the child is an automatic Head Start qualifier
- If the family qualifies SNAP they automatically qualify. This must be documented with an award letter from DHHS or a screenshot of SNAP monthly award amounts.

Housing Costs:
§1305.2– Definitions
Housing costs means the total annual applicable expenses on housing which may include rent or mortgage payments, homeowner's or renter's insurance, utilities, interest, and taxes on the home. Utilities include electricity, gas, water, sewer, and trash.
§1302.13
(ii) A program may make an adjustment to a family's gross income calculation for the purposes of determining eligibility to account for excessive housing costs. A program may use available bills, bank statements, and other relevant documentation provided by the family to calculate total annual housing costs with appropriate multipliers to:
(A) Determine if a family spends more than 30 percent of their total gross income on housing costs, as defined in part 1305 of this chapter; and
(B) If applicable, reduce the total gross income by the amount spent on housing costs that exceed more than 30 percent.

- **Housing costs will be calculated through the Housing Verification Worksheet, using but not limited to the following types of verification documents for at least one month: Mortgage Statement, Lease, payment receipt, written documentation by landlord, Insurance statement, interest statement, billing statements, invoice, screenshot of payments, credit card statements or bank statement with an explanation in the notes section of the Housing Verification Worksheet.**
- **Caution should be taken when completing the Housing Verification Worksheet as to not include late fees or back payments into the calculations.**

Age of Applicant:

- Expectant Mother
  - Mark if the woman is pregnant at the time of completed application
- Calculate age in months from date of birth as of July 31.
- Transition points shall be awarded for students transitioning from EHS or Sixpence to preschool

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth, Murray

Grantee: Plattsmouth Community School District

Family Section:

- Referral From Other Agency or Professional
  - Check the application section, "Was the child referred to the program?" and "Were you referred for services by a child welfare agency?"
    - Informally verify through the interview process that the referral was by another agency (i.e., recognition of name, etc.)
  - Mark this item if a call is received from another agency with a referral for Early Head Start
- Family Risk Factors
  - Mark this item if the situation appears to be long term. Examples would include:
    - Someone in the immediate family (parents, siblings or a family member that is currently living in the same household of the child applying for the program) is: disabled, incarcerated, a history of substance abuse (but is not a current abuser), has mental health issues, or has a long-term health crisis
- Family Crisis
  - Mark this item if the situation appears to be more short term. Examples would include:
    - Someone in the immediate family (parents, siblings or a family member that is currently living in the same household of the child applying for the program) is or has: currently deployed (or will deploy soon), currently unemployed, involved in a transitional living arrangement (such as living with relatives), involved with CPS, recently divorced, experienced a recent death in the immediate family, current issues around child custody, a short-term health crisis, a current substance abuser.
- US Military Involvement
  - Verify through paycheck stubs or another method
- Homelessness
  - All cases will be brought to management to determine if the situation warrants being an automatic qualifier.
  - Families who lack a fixed, regular housing due to economic hardship.
  - Families living in shelters not meant for habitation.

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/20, 3/8/2021, 2/14/22, 2/13/2023, 1/15/24, 1/13/25

Revised November 2025

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth, Murray

Grantee: Plattsmouth Community School District

- Family's Primary Language Not English
  - Verify through interview process
- Teen parent
  - A parent or pregnant woman who is 19 years of age or younger at the time of the completed application
- Resides Outside Plattsmouth Community School District
  - Verify using address on application if living in Cass County outside of Plattsmouth Community Schools District
- Parent Education
  - Mark if the parent or guardian has not graduated high school or gotten a GED
- Employee
  - Children of staff members.
- Families of Multiples
  - Parents of multiple births.

Age by July 31st Section:

- Returners
  - Mark as a returner if they were enrolled in Cass County Head Start Preschool or PECC as tuition student the previous year
  - If they were enrolled in a Head Start Preschool previously (outside of Cass County), they are not considered a returner for the purposes of the Priority Score Sheet
- Calculate age as of July 31st to determine whether to mark as a 4 year old or a 3 year old
- A child is transitioning from the birth to 3 program

Please add up each section and write the totals in the "Section Totals" part of the Priority Score Sheet. The "Total Priority Points" amount should be transferred to the "Head Start Preschool/Early Head Start Eligibility Verification" form and written under "Priority Score."

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/20, 3/8/2021, 2/14/22, 2/13/2023, 1/15/24, 1/13/25

Revised November 2025

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth, Murray

Grantee: Plattsmouth Community School District

Make sure to write comments on the Priority Score Sheet to document your discussions with parents/guardians and to justify your score for each section.

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/20, 3/8/2021, 2/14/22, 2/13/2023, 1/15/24, 1/13/25

Revised November 2025

Cass County Head Start Preschool &
Early Head Start
Locations in Plattsmouth & Murray
Grantee: Plattsmouth Community School District

Declaration of No Income

I am currently not employed or receiving any wages or income from self-employment.

Please explain how your family meets basic needs:

- How is food being provided for your family?
  - Spouse/bio-parent is employed
  - Receiving food assistance from WIC
  - Receiving food assistance from SNAP
  - Help from friends/family
  - Savings
  - Food Pantry
  - Other:_____

- How are your housing needs being met?
  - Spouse/bio-parent is employed
  - Living with friends/family
  - Help from friends/family
  - Receiving subsidized housing assistance
  - Savings
  - Other:_____

- How are you providing for basic needs?
  - Spouse/bio-parent is employed
  - Help from friends/family
  - Savings
  - Other:_____

Parent or Guardian Name:_____

Parent or Guardian Signature:_____

Family Support Advocate:_____Date:_____

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/2020, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

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Recruitment/Enrollment Plan
For the 2026-2027 School Year
Early Head Start

- The grantee agency, Plattsmouth Community Schools, provides opportunities for Early Head Start staff to recruit children during kindergarten round-up and all-district registration by having applications available during these events.

- Enrollment applications include a "letter of introduction" describing the Birth to Three program.

- Enrollment applications can be accessed on the PCSD website for families to fill out.

- The local news media, which includes the Cassgram and school newsletters, are utilized to announce enrollment opportunities. Flyers are posted throughout the communities in Cass County.

- Social media networking sites, including Facebook, are used to announce enrollment opportunities.

- Enrollment applications are available at Community Inter-Agency Meetings and staff from community agencies are encouraged to distribute the applications to families
  .

- Coordination occurs with community agencies such as WIC, SENCA, mobile food pantries, and Under His Wings Thrift Store and Baby Pantry in order to recruit and enroll children.

- Close contact is maintained with the Plattsmouth Community Schools Early Childhood Special Education staff & Early Intervention with regards to potential enrollees from children that are receiving special education services or children that they have screened and/or evaluated. "Child Find" is the Plattsmouth Community Schools Special Education Program's main source of recruitment for enrollment of children.

- Enrollment applications are given to the Cass County Head Start Preschool Programs for distribution to families.

- A current census list of families will be requested from the Conestoga school district. Flyers will be sent to families.

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

- Enrollment applications are provided to child care providers located in Cass County.
- Enrollment applications are available at local health care providers.
- Coordination occurs with school social workers/counselors to identify teen parents in districts in Cass County.
- Coordination with school districts in Cass County to identify families with children, birth to age three.
- Flyers are posted by the mailboxes of local mobile home parks and apartments complexes to notify families of enrollment opportunities.
- Home visits can be made by Birth to Three staff to pursue applications. This may be done to finalize enrollment of children as necessary.
- Follow-up letters are sent and/or phone contact made to receive applications for enrollment to those addresses used in the mass mailing process.
- Family Support Advocates pursue enrollment of siblings during home visits throughout the year.
- An Open House enrollment opportunity will be held each spring/summer at the Plattsmouth site.
- Family Support Advocates will attend applicable community events to inform the public about our program and recruit students.
- Applications received will be prioritized using the approved priority scale system. All applications are entered into the Child Plus database.
- Following the established acceptance process utilizing the priority scale system, letters of acceptance are sent to families. Birth to Three staff make calls to all families to schedule registration/screening and initial visit times.

▪

- Remaining families who submitted applications will be notified of their child's wait list status.
- The wait list will be utilized to fill enrollment slots as they become available. Children will be considered for enrollment vacancies based on the priority scoring system criteria.
- Enrollment applications are accepted throughout the year.

The above recruitment/enrollment plan describes the process and plan of action used to achieve the outcome of full enrollment. Cass County Early Head Start funded enrollment is 10 children.

Annually updated as needed and submitted for Policy Council approval
Approved by Policy Council: 1/20/15, 1/21/16, 1/19/17, 1/15/18, 1/28/19, 1/20/20, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE: 1/12/15, 1/11/16, 1/9/17, 2/12/18, 211/19, 2/10/20, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25

Cass County Head Start Preschool/Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

Head Start Preschool/Early Head Start Eligibility Verification

Child's Name _____ Application Date _____

Date of Birth _____ Age: **3** **4, OR** _____ months, **OR** _____Due Date
(based on July 31st cut-off)

Verify Eligibility (check which category of eligibility this child falls into):

- Income
  - Equal to or Below Federal Poverty Guidelines
  - 101-130% of Federal Poverty Guidelines
  - 130-185% of Federal Poverty Guidelines
  - Over 185% of Federal Poverty Guideline

Automatic Qualifiers:

- Public Assistance (TANF/SSI/SNAP)
- Homeless
- Foster Care

Income Percentage of Poverty _____ **Priority Score** _____

What Documentation was used to Determine Eligibility?

- Income Tax Form 1040
- Pay Stub
- W-2
- Documentation of No Income
- Documentation of Foster Care Placement
- Housing Verification Worksheet
- Written Statements from Employers
- TANF Documentation
- SSI Documentation
- SNAP Documentation
- Unemployment Verification
- Other, please explain:

Completed By (signature): _____

Printed Name _____ Date _____

Verified By: _____ Date _____

Calculations to determine eligibility:

On the back of this form, please show how the income percentage of poverty was calculated

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/2020, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25

Revised 11/25

Cass County Head Start Preschool/Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

_____% of Poverty **Family of _____ Participants**

On the back of this form, please show how the income percentage of poverty was calculated

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25

Approved by BOE on 2/10/2020, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25

Revised 11/25

2026-2027 ENROLLMENT APPLICATION

Received date: _____ Mo/Day/Yr

Plattsmouth Early Childhood Center
1912 Old Hwy 34
Plattsmouth, NE 68048
Phone: 402-296-5250
Fax: 402-296-5202

Program
___Sixpence ___Early Head Start
___Conestoga ___Plattsmouth ___Other

My family is applying for:

☐ Home Based (prenatal to age 3)	☐ Preschool (age 3 to age 5) ☐ Full Day ☐ Half Day

Applicant # 1

Applicant's Legal Name: Last	First
Date of birth:	Gender: ☐ Male ☐ Female
Birth weight: Was the child born before 37 weeks? ☐ Yes ☐ No	Primary language: Other languages spoken at home:
Ethnicity (choose one): ☐ Hispanic/Latino origin ☐ Non-Hispanic/Non-Latino origin	
Race: ☐ American Indian ☐ Asian ☐ Black ☐ Pacific Islander ☐ White ☐ Biracial/Multiracial ☐ Other	
Applicant is a pregnant woman: ☐ Yes ☐ No If yes, expected due date:	
Does the child have a special need or disability? ☐ Yes ☐ Suspected ☐ No ☐ IFSP? ☐ IEP? If yes, give diagnosis and source:	
Has the child been diagnosed by a physician to have any chronic medical diagnosis such as asthma, allergies, seizures, diabetes, etc.? ☐ Yes ☐ No If yes, please list:	
Was the child referred to the program? ☐ Yes ☐ No (If yes, by whom?) (Why?)	
Were you referred for services by a child welfare agency? ☐ Yes ☐ No	
Does your child receive any of the following: Kid's Connection (Chips)? ☐Yes ☐No Medicaid (not Kid's Connection)? ☐Yes ☐No Do you have private insurance? ☐Yes ☐No	
Do you have legal custody of this child? ☐ Yes ☐ No Type of Custody: ☐ Primary ☐ Joint * documentation of custody status may be required	

Applicant # 2

Applicant's Legal Name: Last	First
Date of birth:	Gender: ☐ Male ☐ Female
Birth weight: Was the child born before 37 weeks? ☐ Yes ☐ No	Primary language: Other languages spoken at home:
Ethnicity (choose one): ☐ Hispanic/Latino origin ☐ Non-Hispanic/Non-Latino origin	
Race: ☐ American Indian ☐ Asian ☐ Black ☐ Pacific Islander ☐ White ☐ Biracial/Multiracial ☐ Other	
Applicant is a pregnant woman: ☐ Yes ☐ No If yes, expected due date:	
Does the child have a special need or disability? ☐ Yes ☐ Suspected ☐ No ☐ ISFP? ☐ IEP? If yes, give diagnosis and source:	
Has the child been diagnosed by a physician to have any chronic medical diagnosis such as asthma, allergies, seizures, diabetes, etc.? ☐ Yes ☐ No If yes, please list:	
Was the child referred to the program? ☐ Yes ☐ No (If yes, by whom?) (Why?)	
Were you referred for services by a child welfare agency? ☐ Yes ☐ No	
Does your child receive any of the following: Kid's Connection (Chips)? ☐Yes ☐No Medicaid (not Kid's Connection)? ☐Yes ☐No Do you have private insurance? ☐Yes ☐No	
Do you have legal custody of this child? ☐ Yes ☐ No Type of Custody: ☐ Primary ☐ Joint * documentation of custody status may be required	

Family Information

Parental Status: ☐ One Parent ☐ Two Parent ☐ Foster Parent ☐ Non-Parent/Guardian	
Primary caregiver in household (name):	Number in immediate family:
Number in household:	Number of children by age: 0 to 3 ___ 4-5 ___ 5-over ___
Additional caregiver name:	Home address:
City: State:	Zip: County:
Mailing address: (If different than above):	City: State: Zip: County:
Phone: Home ( ) Work ( ) Cell ( ) E-Mail Address: Alternate contact name/phone #:	

Income Information is Required for Free or Reduced Programs

Names of all family members receiving income	HOUSEHOLD GROSS INCOME List last month's income below. Do not list hourly wage.			
Last Name, First Name	Earnings from work before deductions	Pensions, retirement,	Other	NO Income
	$	$	$	☐
	$	$	$	☐
	$	$	$	☐

******Please attach income verification documents (pay stub, W-2, tax documents, etc.)******

☐I choose not to submit income verification and understand that I will be required to pay the full preschool rate each month.

Parent/Guardian's signature_____ Date _____

Other Information

Are any primary caregivers under the age of 20? ☐ Yes ☐ No
Do any primary care givers have a disability or chronic physical, cognitive, or other health related condition or impairment? ☐ Yes ☐ No If yes, please specify:
Do any primary care givers have a mental illness? ☐ Yes ☐ No
Are any primary caregivers incarcerated? ☐ Yes ☐ No
During the past 12 months has your employment or income changed? ☐ Yes ☐ No If yes, please specify:
Do housing costs exceed 30% of your income? ☐ Yes ☐ No
Is your family in need or in crisis? ☐ Yes ☐ No If yes, describe:
Does anyone in your family receive: TANF or ADC: ☐ Yes ☐ No | SNAP: ☐ Yes ☐ No | SSI: ☐ Yes ☐ No
Are you receiving the Women, Infants, and Children Nutrition Program (WIC)? ☐Yes ☐ No
Is at least one parent/guardian a member of the United States military? ☐Yes ☐No If yes, is a parent/guardian currently deployed? ☐Yes ☐No Is at least parent/guardian a veteran? ☐Yes ☐No

Family Member Information

First & last name of **ALL** family members living in the home	Date of Birth	Gender	Highest Grade Completed	Relationship to applicant
		M F		
		M F		
		M F		
		M F		
		M F		
		M F		

Upon acceptance to a program, I understand that I will need to provide my child's birth certificate, a current and complete immunization record, source of income verification, and current well child exam.

Certification: I certify that this information is true. If any part is false, my participation in this agency's programs may be terminated and I may be subject to legal action. I also understand that the information in this application will be held in strict confidence within the agency and is accessible to me during normal business hours.

Parent/Guardian's signature_____ Date _____

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

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ERSEA Procedures

Purpose/Goals/Outcomes

Purpose: To ensure compliance of the Head Start Performance Standards and Information Memorandums (IMs) issued by the Administration for Children and Families (ACF) regarding Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) components.

Goals/Outcomes:

- To ensure full enrollment on the first day of preschool classes
- To ensure full enrollment in the Early Head Start program
- To ensure full enrollment is maintained throughout the calendar year
- To ensure monthly enrollment reports are completed by the 7th day of each month
- To ensure enrollment opportunities are filled with the highest priorities within 30 days
- To ensure an active waiting list is maintained that is ranked by highest priority
- To ensure the Recruitment Plan is updated and approved by Policy Council annually
- To ensure recruitment efforts for children with disabilities to meet or exceed the 10% requirement
- To ensure the Priority Score Sheet is updated and approved by Policy Council annually
- To ensure community needs and program self-assessment goals are considered when updating any ERSEA procedures/guidelines/protocols
- To ensure barriers to regular attendance are addressed
- To ensure 85% child attendance across the program

Eligibility Methods/Activities

Head Start eligibility must be adhered to:

- by enrolling children and families who automatically qualify or are at 100% or below federal poverty guidelines
- by enrolling children with disabilities to meet or exceed the 10% requirement
- by allowing up to 35% of funded enrollment to be filled with children and families who are between 100 -130% of federal poverty guidelines
- by allowing up to 10% of enrollment to be filled with children and families who are over 131% of federal poverty guidelines (2007 Head Start Act, 645(a)(1)(B)(3iii)(II)

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

.

Eligibility Outcome: The Head Start enrollment will be in compliance with the Head Start Act and the Performance Standards regarding children and families that meet the federal income guidelines and maintenance of 10% of funded enrollment as children with identified disabilities.

The following procedures will be followed to help ensure compliance of eligibility standards:

1. Applications are reviewed by Family Support Advocates (FSAs).
2. Program eligibility is documented on the Head Start Eligibility Verification form by an FSA and the form is verified by the Family Support Specialist (FSS)
3. The Head Start Eligibility Verification form and documents are attached to the child's application and filed ~~by the Administrative Assistant.~~
4. Annual federal agency audits by a certified accounting company/firm will include Head Start applications.
5. Applications are reviewed around the following checkpoints: early March, early April, early May, early June, & early July.
6. After the last checkpoint in early July, applications are reviewed as they are submitted.
7. During the March, April and May checkpoints, only children and families who have already enrolled in Head Start and are returning to the program and children and families who are at or below 100% of federal poverty guidelines will be considered for enrollment.
8. During the June and July checkpoints, children and families from 100-130% of federal poverty guidelines and children and families considered over income (over 130% of federal poverty guidelines) will also be considered for enrollment.
9. Efforts will be made, including working with early childhood special education personnel at each district and other agency personnel who serve young children and their families, to ensure that children with disabilities represent 10% or more of the overall funded enrollment.

Recruitment Methods/Activities

Recruitment Outcome: Recruitment activities will assist in ensuring full enrollment throughout the program year and maintain an active waiting list.

The following procedures will be followed to help ensure compliance of recruitment standards:

1. Recruitment and enrollment is an ongoing process with the main focus beginning in the spring for next fall's enrollment.
2. Registrations are completed with returning children/families in March and April:
    - Children/families currently enrolled in Head Start Preschool will not be asked to complete new applications/verification of income unless the child/family were placed in an "over income" Head Start slot during the current school year
    - If a child/family was placed in an "over income" Head Start Preschool slot during the current school year, the family will be asked to complete a new application form and provide new proof of income to determine if the child/family would qualify for Head Start (not an "over income" slot)
        - As long as they complete the new application and provide new verification of income documentation, the child/family will continue to keep the "over income" slot if they do not qualify for another type of Head Start Preschool slot

- Children/families currently enrolled in tuition slots at PECC will only be required to complete new applications/verification of income if they would like to be considered for Head Start Preschool or reduced tuition slots in the program

3. FSAs/Classroom Teachers will provide applications for age eligible siblings of currently enrolled children during home visits in the spring.
4. The Recruitment/Enrollment Plan is updated and approved by the Policy Council and Board of Education (BOE) each year.
5. The Recruitment/Enrollment Plan guides recruitment efforts.
6. A ranked waitlist will be maintained.

Selection Methods/Activities

Selection Outcome: The selection procedures reflect and adhere to the Head Start Performance Standards and ensure that children/families with the highest needs (based on income status and priority score) are prioritized on the waiting list for selection for enrollment.

The following procedures will be followed to help ensure compliance of selection standards:

1. Selection procedures must be followed to ensure that priority scoring and income verification is completed correctly for each application so that the highest priority applications are considered first for enrollment.
2. ERSEA training is completed annually with FSAs and other support personnel (e.g., Administrative Assistant, ~~Office Manager,~~ etc.) who are involved with ERSEA.
3. Training for new Leadership ~~management~~ and staff members who make eligibility determinations will occur within 90 days of hire.
4. Training for the Policy Council and the Board of Education will occur within 180 days of the beginning of the new term.
5. Eligibility priority criteria (Priority Scoring Sheet) are updated and approved by Policy Council and reviewed by the Board of Education each year.
6. Information obtained from the Community Needs Assessment and the program Self-Assessment is considered when determining updates for the eligibility priority criteria.
7. FSA's will conduct an in-person interview with each family. If this is not possible the reason will be documented and a phone interview will take place.
8. Documents will be collected to verify each family's income. An adjustment to the gross income calculation can be made for housing costs in excess of 30% of a family's gross income.
9. FSAs will complete a Priority Scoring Sheet for each Head Start application and the scores will be entered into the Child Plus system.
10. The waiting list will consist of the names of the children and priority score.
11. The children on the waiting list with the highest priority scores will be prioritized for selection for open slots, both during fall enrollment and as openings become available throughout the program year.
12. When recruitment activities begin in the spring, contacts are made with parents who currently have an application pending on the waiting list. If the child is age eligible for Head Start Preschool in the fall, parents will be given a new application to fill out and a verification will be done with an FSA.

13. Families with children in Early Head Start and other Birth to Three programs will be given information on the Head Start Preschool program in order to transition them into the preschool program.
13. Families will be treated with dignity and strict confidentiality will be maintained.

Enrollment Methods/Activities

Enrollment Outcome: Full enrollment will occur on the first day of class and by the 30th day of the first month of the program calendar. Enrollment vacancies will be filled within 30 days.

The following procedures will be followed to help ensure compliance of enrollment standards:

1. Enrollment is an ongoing process and applications will be accepted throughout the program year by FSAs.
2. FSAs will complete a Priority Scoring Sheet for each Head Start application and the scores will be entered into the Child Plus system.
3. A ranked waiting list is maintained for each center and is updated as new applications are received and processed.
4. Families with children accepted to Head Start are contacted in June or July and provided with information regarding enrollment activities for classrooms starting in the fall.
5. Families with children newly accepted to Head Start Preschool will receive a home visit by a FSA and/or classroom teacher prior to the start of the school year.
6. Families with children accepted to Early Head Start are contacted in July with information regarding enrollment activities.
7. Families will be given a direct service (e.g., community resource guide, educational and/or health screenings) prior to enrollment.
8. In August, FSAs will attempt to contact families that have previously completed Head Start applications for their children but cannot currently be reached by phone.
9. If a family cannot be located, their child will be placed on the waiting list. If the family is located at a later time, the application will be placed back on the waiting list and prioritized according to the eligibility priority points.
10. Vacancies are filled within 30 days during the program year by contacting the family with the application at the top of the waiting list.
11. The ~~Office Manager~~ Administrative Assistant will report current enrollment numbers to the Head Start Regional Office by the 7th of each month.
12. Applications and enrollment documents will be kept in a locked desk or cabinet.
13. Eligibility records will be kept for 7 years.

Attendance Methods/Activities

Attendance Outcome: The program will maintain 85% attendance. An analysis of possible causes will be completed if program attendance falls below 85%.

The following procedures will be followed to help ensure compliance of attendance standards:

1. Since attendance is critical to the success of the Head Start Preschool experience, classroom staff will document child attendance on a daily basis.
2. The FSA will work with families to develop a plan to remove barriers to regular attendance.

3. The ~~Office Manager~~ Administrative Assistant completes an attendance/enrollment form on a weekly basis. This form is sent to Head Start management staff for review at the weekly management meeting.
4. If overall program attendance falls below 85%, the management team will develop a plan for conducting an analysis of possible reasons/causes and identifying possible solutions.
5. FSAs follow up with all families who have children who have been absent for two consecutive days through phone contacts and/or home visits.
6. If unable to get a response from a family regarding their child's absences, the FSAs will send a letter or attempt another mode of communication (e.g., contacting emergency contacts identified by the family, etc.).
7. A family will receive a letter prior to their child being dropped from the program due to absences.
8. If no response is received from a family after multiple attempts at communication from staff members, the child will be placed on the waiting list and procedures will be followed to fill the vacancy.
9. Attendance is monitored daily, recorded weekly, and reported monthly

Annually updated as needed and submitted for Policy Council approval
Approved by Policy Council: 1/20/15, 1/21/16, 1/19/17, 1/15/18, 1/28/19, 1/20/20, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE: 1/12/15, 1/11/16, 1/9/17, 2/12/18, 211/19, 2/10/20, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25

Housing Verification	PECC/CCHS					
Name:						
Date:						
Total Gross Income:						
Primary						
Secondary						
Other Adult *		by Primary/Secondary adults				
Other Adult *						
Other Adult *						
Total Family Gross Income	**$0.00**					
30%	*30%*					
30% of total family gross	**0**					

Housing Costs (1305.2 Terms) - Must provide bill/invoice/bank statement for 1 month

Move In Date		*Check all that*	Amount	# of	Total Yearly
	Rent				$0.00
	Renters Insurance				$0.00
	Mortgage				$0.00
	Homeowners				$0.00
	Mortgage Interest				$0.00
	Property Taxes				$0.00
	Electricity				$0.00
	Gas				$0.00
	Water				$0.00
	Sewer				$0.00
	Trash				$0.00
					$0.00

			Notes/Comments:
Housing Cost Calculation			
Total Housing Cost		line 27	
30% of family gross income (-)		line 12	
housing cost-30% of income	$0.00		
Total Gross Income		line 10	
Housing Cost Adjustment		line 32	
Total Application Income	**$0.00**		

PC 1/27/25

CASS COUNTY HEAD START
PLATTSMOUTH EARLY CHILDHOOD CENTER
Main office: 902 Main Street, Plattsmouth, NE 68048
Mailing address: 1912 East Highway 34
Plattsmouth, Nebraska 68048
402-296-5250

Interview Intake Worksheet

Applicants Name_____DOB_____

Who was interviewed _____Relationship to child_____

Where intake took place_____
If a Face to Face interview is not possible list reason:_____
Income:
Wages_____ Overtime (How often)_____

TANF, ADC, SNAP or SSI Benefits_____Unemployment_____Retirement, Annuity _____

Comments:_____

Housing: (Own/Purchasing, Rent, Temporary Living Situation)_____

_____
*If a family is over the Head Start income guidelines use the chart to estimate housing costs.

Rent or Mortgage	Taxes	Insurance	Electric	Gas	Water	Trash	Other

Child learning another language other than English? _____

Disabilities/Special Needs: (Suspected, IFSP, IEP, ~~Low Birth Weight,~~ Premature) _____

Parental Status: (One Parent, Not a Parent)_____

Custody Arrangements:_____

Parent Education:(No High School Graduation, GED, HS Grad, Associates, Bachelors, Masters)_____

Is one parent in the Military? (Yes No) Is one parent in a veteran? (Yes No)

Insurance: (Kids Connection (Chips), Medicaid, Private, No Insurance) If private insurance, is it Tricare? (Yes No)

Additional Comments(Family Risk Factors/Crisis)_____

How did you hear about us? (Check all that apply) Word of Mouth __Referral __Returning Family __Social Media __ PCSD Website __Yard Signs __Drive by the Center __Flyer__Cassgram___Schools___Other:_____

Requirements Received: ☐ Birth Certificate ☐ Immunization Record ☐ Physical ☐ Dental

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Staff Signature_____Date_____

Approved by Policy Council on 1/20/2020, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/10/2020, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25 Revised November, 2024

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

Recruitment/Enrollment Plan
For the 2026-2027 School Year
Plattsmouth Site

- The grantee agency, Plattsmouth Community Schools, provides opportunities for Head Start staff to recruit children during kindergarten round-up and all-district registration by having applications available during these events.
- Enrollment applications, including a "letter of introduction" describing Head Start and the days/times of attendance for each location, are compiled at the beginning of the calendar year.
- Enrollment applications can be accessed on the PCSD website for families to fill out.
- The local news media, which includes the Cassgram and school newsletters, are utilized to announce enrollment opportunities. Flyers are posted throughout the community.
- Social media networking sites, including Facebook, are used to announce enrollment opportunities.
- Enrollment applications are available at Community Inter-Agency Meetings and staff from community agencies are encouraged to distribute the applications to families.
- Coordination occurs with community agencies such as WIC, SENCA, mobile food pantries, and Under His Wings Thrift Store and Baby Pantry to recruit and enroll children
- Close contact is maintained with the Plattsmouth Community Schools Early Childhood Special Education staff regarding potential enrollees from children receiving special education services or children they have screened and/or evaluated. "Child Find" is the Plattsmouth Community Schools Special Education Program's main source of recruitment for enrollment of children.
- Enrollment applications are given to the Plattsmouth Community Schools Sixpence and Early Head Start programs for distribution to families.
- Enrollment applications are available at local health care providers.
- A list of families with age eligible students will be accessed from Child Plus and Infinite Campus. Applications will be sent to families.
- Flyers are posted by the mailboxes of local mobile home parks and apartments complexes to notify families of enrollment opportunities.

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

- Home visits can be made by Head Start staff to pursue applications. This may be done during the summer months to finalize the enrollment of children, as necessary.

- Follow-up letters are sent and/or phone contact made to receive applications for enrollment to those addresses used in the mass mailing process.

- Family Support Advocates pursue enrollment of siblings during home visits throughout the year.

- An Open House enrollment opportunity will be held each spring/summer at the Plattsmouth site.

- Family Support Advocates will attend applicable community events to inform the public about our program and recruit students.

- Applications received will be prioritized using the approved priority scale system. All applications are entered into the Child Plus database.

- Following the established acceptance process utilizing the priority scale system, letters of acceptance are sent to families. ~~These letters notify families of registration/screening and other related information. A follow-up reminder letter is sent to all families prior to start-up in the fall. FSA staff, classroom staff, or office staff calls all families to schedule registration/screening and initial visit times.~~

- Remaining families who submitted applications will be notified of their child's wait list status.

- The wait list will be utilized to fill enrollment slots as they become available. Children will be considered for enrollment vacancies based on the priority scoring system criteria.

- Enrollment applications are accepted throughout the year.

The above recruitment/enrollment plan describes the process and plan of action used to achieve the outcome of full enrollment. Cass County Head Start Preschool's funded enrollment is ~~100~~ 80 children.

Annually updated as needed and submitted for Policy Council approval.

Annually updated as needed and submitted for Policy Council approval

Approved by Policy Council: 1/20/15, 1/21/16, 1/19/17, 1/15/18, 1/28/19, 1/20/20, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25

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Recruitment/Enrollment Plan
For the 2026-2027 School Year
Conestoga Site

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

- Enrollment Applications, which include a "letter of introduction" describing Head Start and the days/times of attendance for each location, are compiled at the beginning of the calendar year.
- The local news media, which includes the Cassgram and school district newsletters, are utilized to announce enrollment opportunities. Flyers are posted throughout the community.
- Enrollment applications can be accessed on the PCSD website for families to fill out.
- Social media networking sites, including Facebook, are used to announce enrollment opportunities.
- A current census list of families will be requested from the Conestoga school district. Applications will be sent to families.
- Enrollment applications are available at Community Inter-Agency Meetings and staff from community agencies are encouraged to distribute the applications to families.
- Coordination occurs with community agencies such as WIC, SENCA, and mobile food pantries in order to recruit and enroll children.
- Close contact is maintained with Early Head Start to recruit children transitioning from that program.
- Close contact is maintained with the Conestoga special education staff about potential enrollees from children receiving special education services or children they have screened and/or evaluated. "Child Find" through ESU #3 and from local efforts is the Conestoga Schools Special Education Program's main source of recruitment for enrollment of children.
- The Conestoga Early Education center and our Head Start Preschool program at Conestoga work together to enroll dually served children in the district.
- Enrollment applications are provided to Conestoga childcare providers, located in Conestoga Elementary School, and the Conestoga Elementary School main office for referral purposes.
- Enrollment applications are available at local health care providers.
- Open House enrollment opportunities are provided at the start of the school year. Head Start maintains an open door policy for families interested in viewing the classrooms in session.

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

- Home visits can be made by Head Start staff to pursue applications. This may be done by the FSA staff during the summer months to finalize enrollment of children.

- Enrollment applications are always available in the Conestoga Elementary School office. Applications and staff are also available during the kindergarten round-up process.

- Family Support Advocates pursue enrollment of siblings during home visits throughout the school year.

- Family Support Advocates will attend applicable community events to inform the public about our program and recruit students.

- Applications received will be prioritized using the approved priority scale system. All applications are entered into the Child Plus database.

- Following the established acceptance process utilizing the priority scale system, letters of acceptance are sent to families. ~~These letters notify families of registration/screening and other related information. A follow-up reminder letter is sent to all families prior to start-up in the fall. FSA staff, classroom staff, or office staff calls all families to schedule registration/screening and initial visit times.~~

- Remaining families who submitted applications will be notified of their child's wait list status.

- The wait list will be utilized to fill enrollment slots as they become available. Children will be considered for enrollment vacancies based on the priority scoring system criteria.

- Enrollment applications are accepted throughout the year.

- An Application open house will be offered during the latter part of the school year or summer for recruitment for the coming school year.

The above recruitment/enrollment plan describes the process and plan of action used to achieve the outcome of full enrollment. Cass County Head Start funded enrollment is ~~100~~ 80 children.

Annually updated as needed and submitted for Policy Council approval
Approved by Policy Council: 1/20/15, 1/21/16, 1/19/17, 1/15/18, 1/28/19, 1/20/20, 2/15/2021, 1/18/2022, 2/6/2023, 1/24/24, 1/27/25
Approved by BOE: 1/12/15, 1/11/16, 1/9/17, 2/12/18, 211/19, 2/10/20, 3/8/2021, 2/14/2022, 2/13/2023, 1/15/24, 1/13/25

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

Cass County Head Start Preschool & Early Head Start

Locations in Plattsmouth & Murray

Grantee: Plattsmouth Community School District

Self-Declaration of Income

I am currently receiving income for the following:

Parent or Guardian Name:_____

Parent or Guardian Signature:_____

Date:_____

Approved by Policy Council on 2/6/2023, 1/24/24, 1/27/25
Approved by BOE on 2/13/2023, 1/15/24, 1/13/25

2026-2027 ENROLLMENT APPLICATION

Plattsmouth Early Childhood Center
1912 Old Hwy 34
Plattsmouth, NE 68048
Teléfono: 402-296-5250
Fax: 402-296-5202

Programa
___Sixpence ___Early Head Start
___Conestoga ___Plattsmouth ___Otro

Mi familia está solicitando:

☐ Basado en el hogar (prenatal hasta los 3 años)	☐ Preescolar (de 3 a 5 años) ☐ Día completo ☐ Medio día

Solicitante # 1

Nombre legal del solicitante: Apellido	Nombre:
Fecha de nacimiento:	Género:☐ Masculino☐ Femenino
Peso de nacimiento: ¿Nació el niño antes de las 37 semanas?☐ Sí☐ No	Primer Idioma: Otros idiomas que se hablan en casa:
Etnia (elija una):☐ Origen hispano/latino☐ Origen no hispano/no latino	
Raza:☐ indio americano☐ asiático☐ Negro☐ Isleño del Pacífico☐ Blanco☐ Birracial/Multirracial☐ Otro	
El solicitante es una mujer embarazada:☐ Sí☐ No En caso afirmativo, fecha prevista de parto:	
¿Tiene el niño una necesidad especial o discapacidad?☐ Sí☐ sospechoso☐ No☐ ¿IFSP?☐ ¿PEI? En caso afirmativo, indique el diagnóstico y la fuente:	
¿El niño ha sido diagnosticado por un médico con algún diagnóstico médico crónico como asma, alergias, convulsiones, diabetes, etc.?☐ Sí☐ No En caso afirmativo, indique:	
¿El niño fue remitido al programa?☐ Sí☐ No (En caso afirmativo, ¿por quién?) (¿Por qué?)	
¿Fue remitido a servicios por una agencia de bienestar infantil?☐ Sí☐ No	
¿Su hijo recibe alguno de los siguientes: ¿Conexión para niños (chips)? ☐Sí☐No / ¿Medicaid (no Kid's Connection)?☐Sí☐No / ¿Tienes seguro privado?☐Sí☐No	
¿Tiene usted la custodia legal de este niño?☐ Sí☐ Sin tipo de custodia:☐ Primario☐ Articulación * Es posible que se requiera documentación del estado de custodia	

Solicitante # 2

Nombre legal del solicitante: Apellido	Nombre:
Fecha de nacimiento:	Género:☐ Masculino☐ Femenino
Peso de nacimiento: ¿Nació el niño antes de las 37 semanas?☐ Sí☐ No	Primer Idioma: Otros idiomas que se hablan en casa:
Etnia (elija una):☐ Origen hispano/latino☐ Origen no hispano/no latino	
Raza:☐ indio americano☐ asiático☐ Negro☐ Isleño del Pacífico☐ Blanco☐ Birracial/Multirracial☐ Otro	
El solicitante es una mujer embarazada:☐ Sí☐ No En caso afirmativo, fecha prevista de parto:	
¿Tiene el niño una necesidad especial o discapacidad?☐ Sí☐ sospechoso☐ No☐ ¿ISFP?☐ ¿PEI? En caso afirmativo, indique el diagnóstico y la fuente:	
¿El niño ha sido diagnosticado por un médico con algún diagnóstico médico crónico como asma, alergias, convulsiones, diabetes, etc.?☐ Sí☐ No En caso afirmativo, indique:	
¿El niño fue remitido al programa?☐ Sí☐ No (En caso afirmativo, ¿por quién?) (¿Por qué?)	
¿Fue remitido a servicios por una agencia de bienestar infantil?☐ Sí☐ No	
¿Su hijo recibe alguno de los siguientes: ¿Conexión para niños (chips)? ☐Sí☐No / ¿Medicaid (no Kid's Connection)?☐Sí☐No / ¿Tienes seguro privado?☐Sí☐No	
¿Tiene usted la custodia legal de este niño?☐ Sí☐ Sin tipo de custodia:☐ Primario☐ Articulación * Es posible que se requiera documentación del estado de custodia	

Información familiar

Estado de los padres:☐ Un padre☐ Dos padres☐ Padre adoptivo☐ No padre/tutor	
Cuidador principal en el hogar (nombre):	Número de familiares directos:
Número en el hogar:	Número de niños por edad: 0 a 3 ___ 4-5 ___ 5 y más ___
Nombre del cuidador adicional:	Direccion de casa:
Estado de la Ciudad:	Código postal: Condado:
Dirección postal: (si es diferente a la anterior):	Estado de la Ciudad: Código postal: Condado:
Teléfono: Casa ( ) Trabajo ( ) Celular ( ) Dirección de correo electrónico: Nombre/número de teléfono de contacto alternativo:	

Se requiere información sobre ingresos para programas gratuitos o de precio reducido

Nombres de todos los miembros de la familia que reciben ingresos.	RENTA BRUTA DEL HOGAR Enumere los ingresos del último mes a continuación. No indique el salario por hora.			
Apellido nombre	Ganancias del trabajo antes de deducciones	Pensiones, jubilación,	Otro	NO Ingreso
	ps	ps	ps	☐
	ps	ps	ps	☐
	ps	ps	ps	☐

******Adjunte documentos de verificación de ingresos (recibo de pago, W-2, documentos fiscales, etc.)******

☐Elijo no presentar verificación de ingresos y entiendo que se me exigirá que pague la tarifa preescolar completa cada mes.

Firma del padre/tutor_____ Fecha _____

Otra información

¿Algún cuidador primario menor de 20 años?☐ Sí☐ No
¿Algún proveedor de atención primaria tiene una discapacidad o una condición o impedimento crónico físico, cognitivo o relacionado con la salud?☐ Sí☐ No En caso afirmativo, especifique:
¿Algún proveedor de atención primaria tiene una enfermedad mental?☐ Sí☐ No
¿Hay algún cuidador primario encarcelado?☐ Sí☐ No
Durante los últimos 12 meses, ¿ha cambiado su empleo o sus ingresos?☐ Sí☐ No En caso afirmativo, especifique:
¿Su familia está necesitada o en crisis?☐ Sí☐ No En caso afirmativo, describa:
¿Alguien en su familia recibe: TANF o ADC:☐ Sí☐ No | SNAP:☐ Sí☐ No | SSI:☐ Sí☐No
¿Está recibiendo el Cupones Mujeres, Bebés y Niños (WIC)?☐Sí☐ No
¿Al menos uno de los padres/tutores es miembro del ejército de los Estados Unidos?☐Sí☐No En caso afirmativo, ¿hay algún padre/tutor actualmente desplegado?☐Sí☐No ¿Es al menos el padre/tutor un veterano?☐Sí☐No

Información de miembros de la familia

Nombre y apellido de**TODO** miembros de la familia que viven en el hogar	Fecha de nacimiento	Género	La nota más alta Terminado	Relación con el solicitante
		MF		
		MF		
		MF		
		MF		
		MF		
		MF		

Al ser aceptado en un programa, entiendo que tendré que proporcionar el certificado de nacimiento del niño, un registro de vacunación completo y actual, verificación de la fuente de ingresos y un examen de bienestar infantil actualizado.

Certificación: Certifico que esta información es verdadera. Si alguna parte es falsa, mi participación en los programas de esta agencia puede terminarse y puedo estar sujeto a acciones legales. También entiendo que la información contenida en esta solicitud se mantendrá en estricta confidencialidad dentro de la agencia y será accesible para mí durante el horario comercial normal.

Firma del padre/tutor_____ Fecha _____

RDG...
PLANNING ● DESIGN

Plattsmouth Community Schools
High School Turf and Track Replacement
1916 US-34
Plattsmouth, NE 68048

CONSTRUCTION DOCUMENTS

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PROJECT NUMBER: **3007.739.00**

DATE: **FEBRUARY 10, 2026**

DRAWING INDEX:

GENERAL

G01.01 COVER SHEET

LANDSCAPE ARCHITECTURE

L01.00 SITE PREPARATION PLAN OVERALL
L01.01 SITE PREPARATION PLAN TRACK & FIELD
L01.02 SITE PREPARATION PLAN BASEBALL
L02.00 SITE LAYOUT PLAN OVERALL
L02.01 SITE LAYOUT PLAN TRACK & FIELD
L02.02 SITE LAYOUT PLAN BASEBALL
L03.01 SITE GRADING AND UTILITY PLAN
L04.00 SITE PLANTING PLAN OVERALL
L04.01 SITE PLANTING PLAN TRACK & FIELD
L04.02 SITE PLANTING PLAN BASEBALL
L05.01 SITE DETAILS

VICINITY MAP
SCALE: 1" = 500'-0"

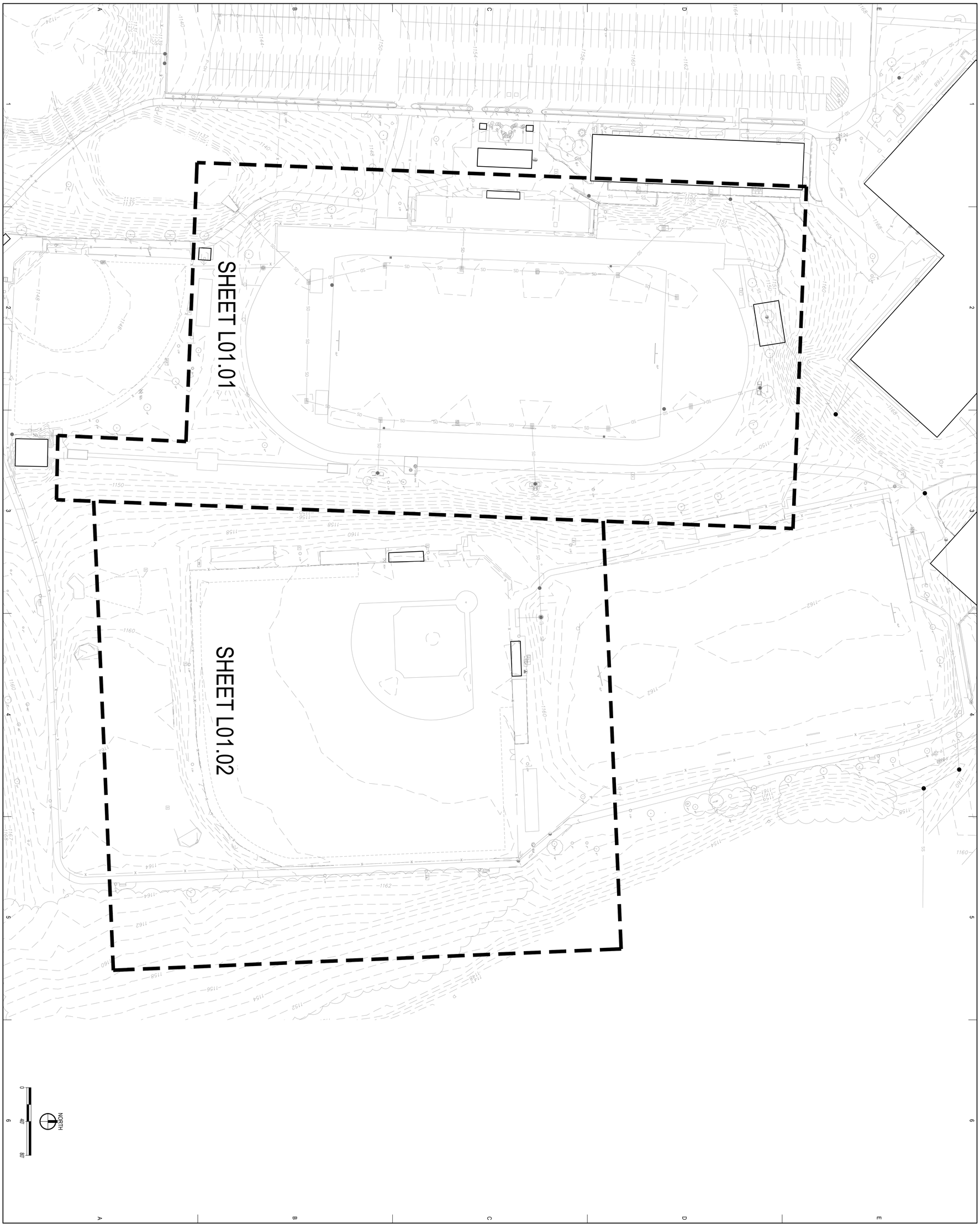
LANDSCAPE ARCHITECTURE

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional landscape architect under the laws of the State of Nebraska.
License Expires: 12/31/2026

Cary Thomsen NE License #LA-369 Date

Pages or Sheets covered by this seal:

AS LISTED ABOVE



PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

CONSTRUCTION DOCUMENTS

L01.00

SITE PREPARATION PLAN OVERALL

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PROJECT NO: 3907.739.00

DRAWN BY:

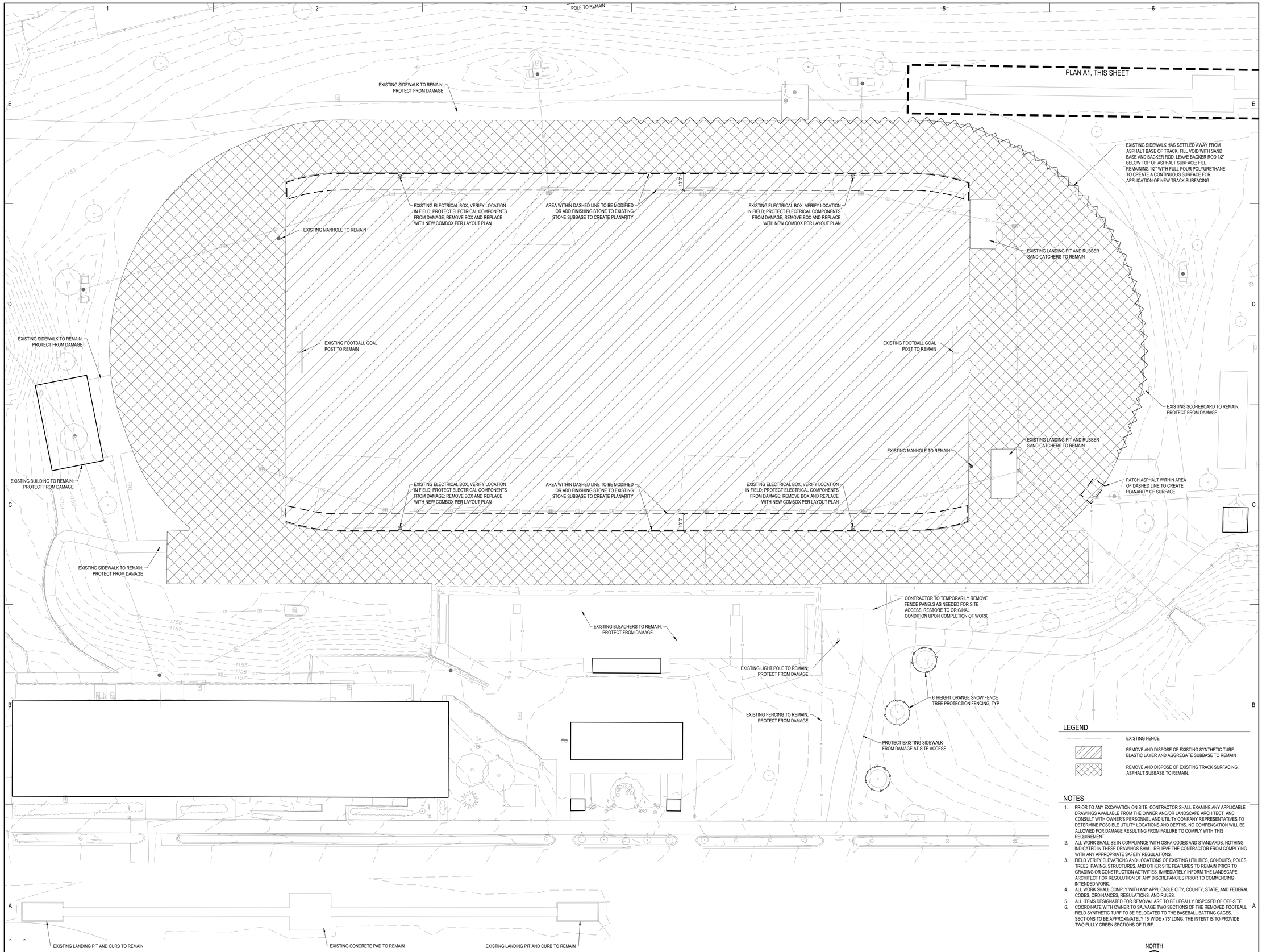
DATE:

1912 Old Highway 34
Plattsmouth, NE 68048

Plattsmouth Community Schools

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Phone: (515) 288-3141

RDG PLANNING ● DESIGN



LEGEND

- EXISTING FENCE
- REMOVE AND DISPOSE OF EXISTING SYNTHETIC TURF. ELASTIC LAYER AND AGGREGATE SUBBASE TO REMAIN
- REMOVE AND DISPOSE OF EXISTING TRACK SURFACING. ASPHALT SUBBASE TO REMAIN.

NOTES

1. PRIOR TO ANY EXCAVATION ON SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR LANDSCAPE ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. ALL WORK SHALL BE IN COMPLIANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED IN THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
3. FIELD VERIFY ELEVATIONS AND LOCATIONS OF EXISTING UTILITIES, CONDUITS, POLES, TREES, PAVING, STRUCTURES, AND OTHER SITE FEATURES TO REMAIN PRIOR TO GRADING OR CONSTRUCTION ACTIVITIES. IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT FOR RESOLUTION OF ANY DISCREPANCIES PRIOR TO COMMENCING INTENDED WORK.
4. ALL WORK SHALL COMPLY WITH ANY APPLICABLE CITY, COUNTY, STATE, AND FEDERAL CODES, ORDINANCES, REGULATIONS, AND RULES.
5. ALL ITEMS DESIGNATED FOR REMOVAL ARE TO BE LEGALLY DISPOSED OF OFF-SITE.
6. COORDINATE WITH OWNER TO SALVAGE TWO SECTIONS OF THE REMOVED FOOTBALL FIELD SYNTHETIC TURF TO BE RELOCATED TO THE BASEBALL BATTING CAGES. SECTIONS TO BE APPROXIMATELY 15' WIDE x 75' LONG. THE INTENT IS TO PROVIDE TWO FULLY GREEN SECTIONS OF TURF.

NORTH

0 20' 40'

A1 RUNWAY AT LONG JUMP, TRIPLE JUMP, POLE VAULT
1" = 20'

NORTH

CONSTRUCTION DOCUMENTS

PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

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Plattsmouth Community Schools

ISSUANCE	DATE

PROJECT NO: **3007.739.00**

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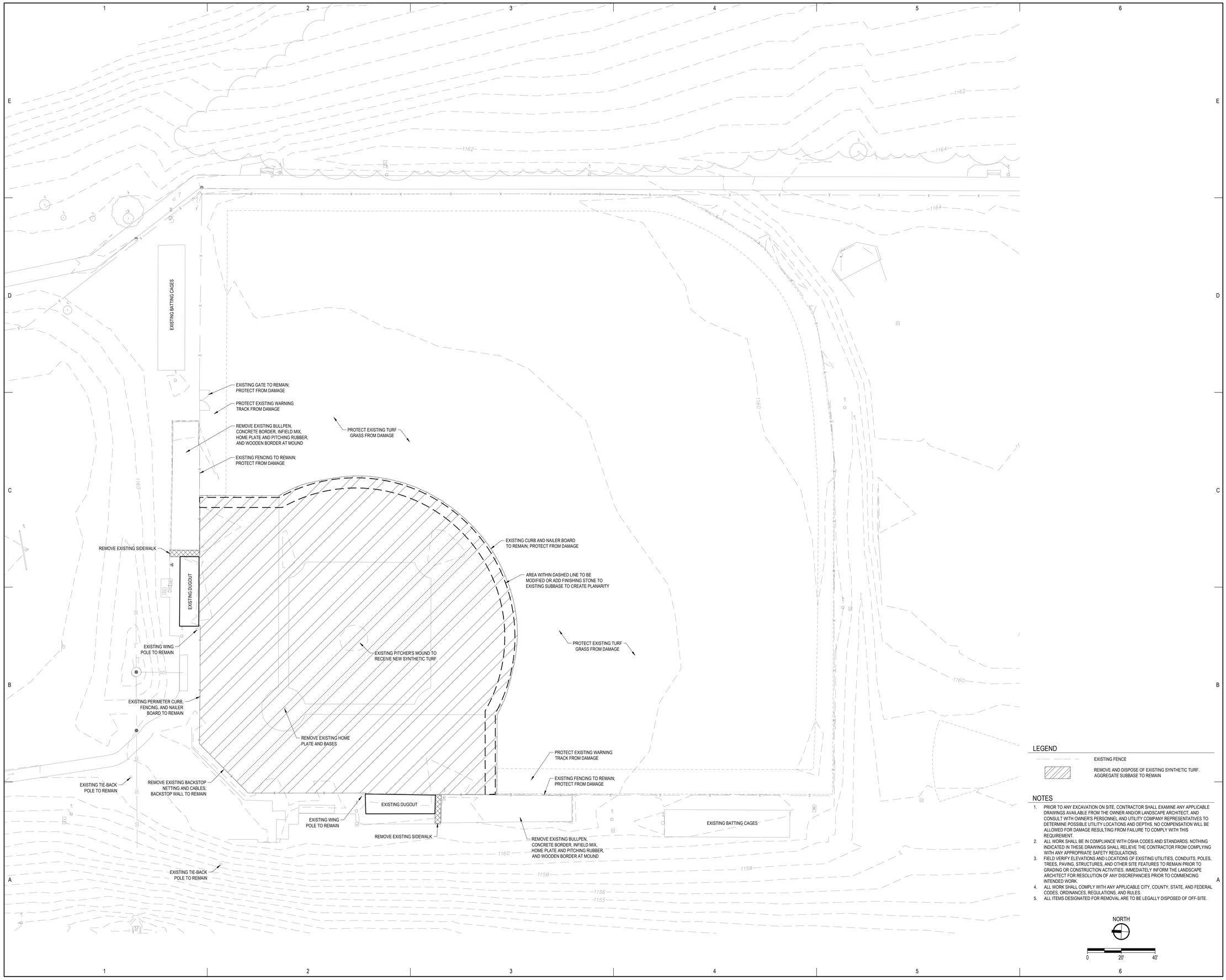
SITE PREPARATION PLAN TRACK & FIELD

L01.01



LEGEND

- EXISTING FENCE
- REMOVE AND DISPOSE OF EXISTING SYNTHETIC TURF. AGGREGATE SUBBASE TO REMAIN

NOTES

1. PRIOR TO ANY EXCAVATION ON SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR LANDSCAPE ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
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5. ALL ITEMS DESIGNATED FOR REMOVAL ARE TO BE LEGALLY DISPOSED OF OFF-SITE.

NORTH

0 20' 40'

CONSTRUCTION DOCUMENTS

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PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

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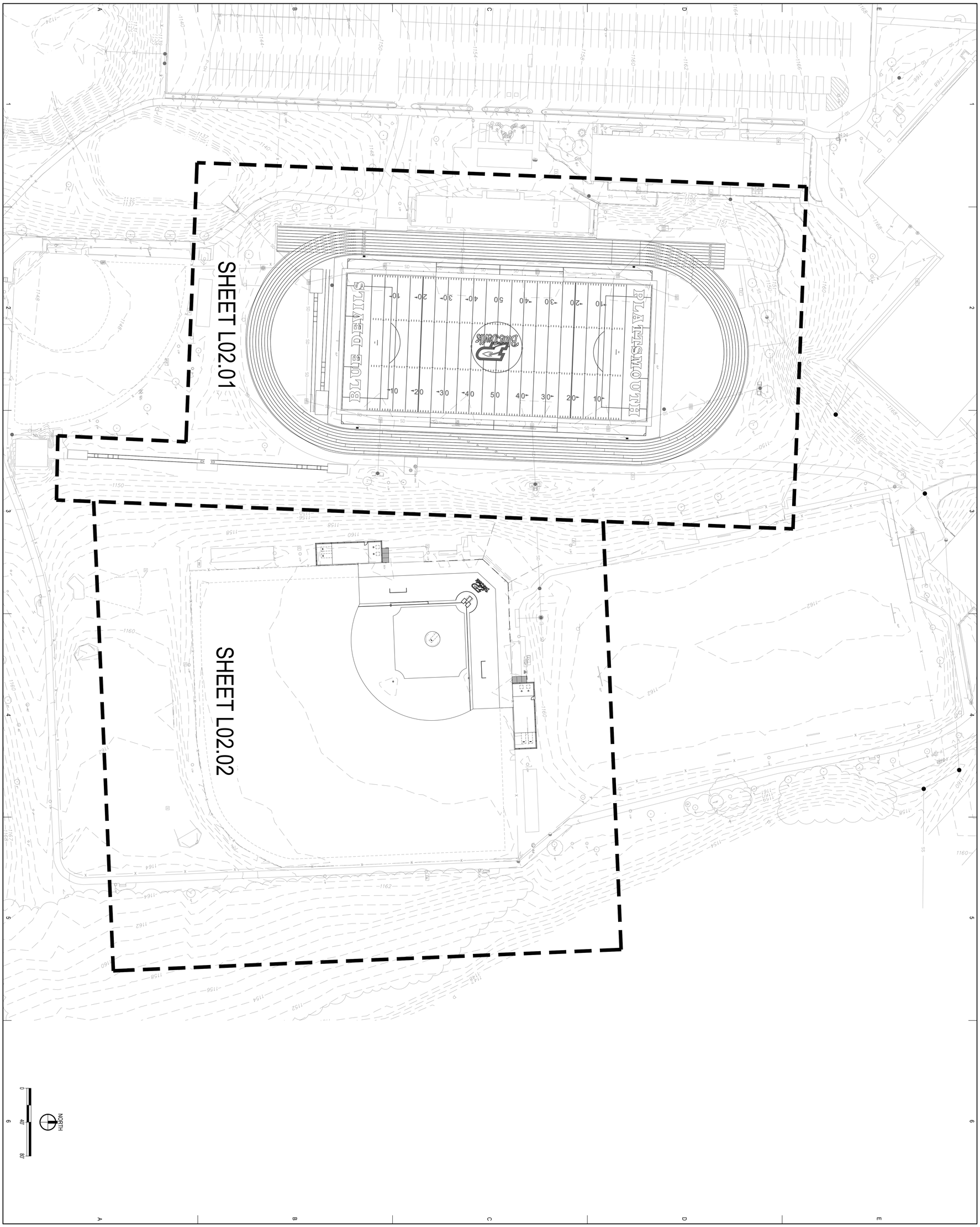
SITE PREPARATION PLAN BASEBALL

L01.02



PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

CONSTRUCTION DOCUMENTS

L02.00

SITE LAYOUT PLAN OVERALL

PROJECT NO: 3907.730.00
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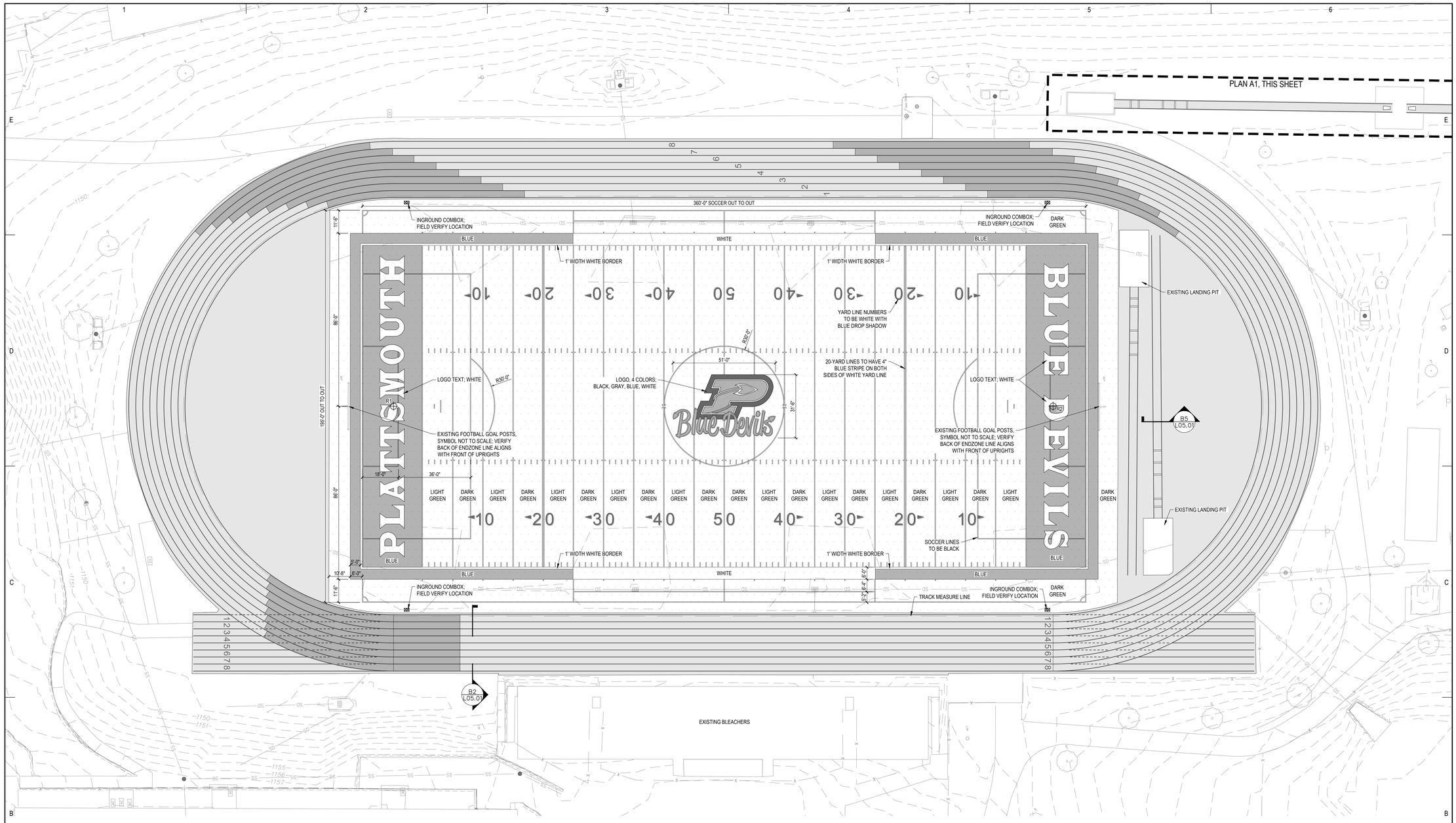

A1 RUNWAY AT LONG JUMP, TRIPLE JUMP, POLE VAULT
1" = 20'

NORTH

LEGEND

- EXISTING FENCE
- TRACK SURFACE
- SYNTHETIC TURF

COORDINATE POINT SCHEDULE

POINT	NORTHING	EASTING	DESCRIPTION
R1	451583.18	2770886.02	NORTH END OF FIELD
R2	451255.35	2770873.10	SOUTH END OF FIELD

COORDINATE POINT LOCATIONS IDENTIFY RADIUS POINTS FOR TRACK MEASURE LINE. FIELD VERIFY COORDINATES AND DIMENSIONS TO ENSURE ALL TRACK STRIPING FITS WITHIN THE LIMITS OF TRACK.

NOTES

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2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF EXISTING UTILITIES, CONDUITS, POLES, TREES, PAVING, STRUCTURES, AND OTHER SITE FEATURES TO REMAIN PRIOR TO GRADING OR CONSTRUCTION ACTIVITIES. IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT FOR RESOLUTION OF ANY DISCREPANCIES PRIOR TO COMMENCING INTENDED WORK.
3. VERIFY COORDINATES PRIOR TO CONSTRUCTION.
4. DIMENSIONS SHOWN TO BACK OF CURB, EDGE OF PAVEMENT, AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL RECEIVE DIGITAL FILE FROM LANDSCAPE ARCHITECT FOR HORIZONTAL LAYOUT PURPOSES.
6. FINISH GRADES IN ALL LANDSCAPE AREAS ARE TO BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY SEEDING. NO COMPENSATION FOR RE-SEEDING OF AN AREA REQUIRING REMEDIAL GRADING SHALL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.

NORTH

0 20' 40'

CONSTRUCTION DOCUMENTS

RDG PLANNING ● DESIGN

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RDG Planning & Design
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Des Moines, IA 50309
Phone: (515) 288-3141

PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

1912 Old Highway 34
Plattsmouth, NE 68048

Plattsmouth Community Schools

ISSUANCE DATE

PROJECT NO: 3007.739.00

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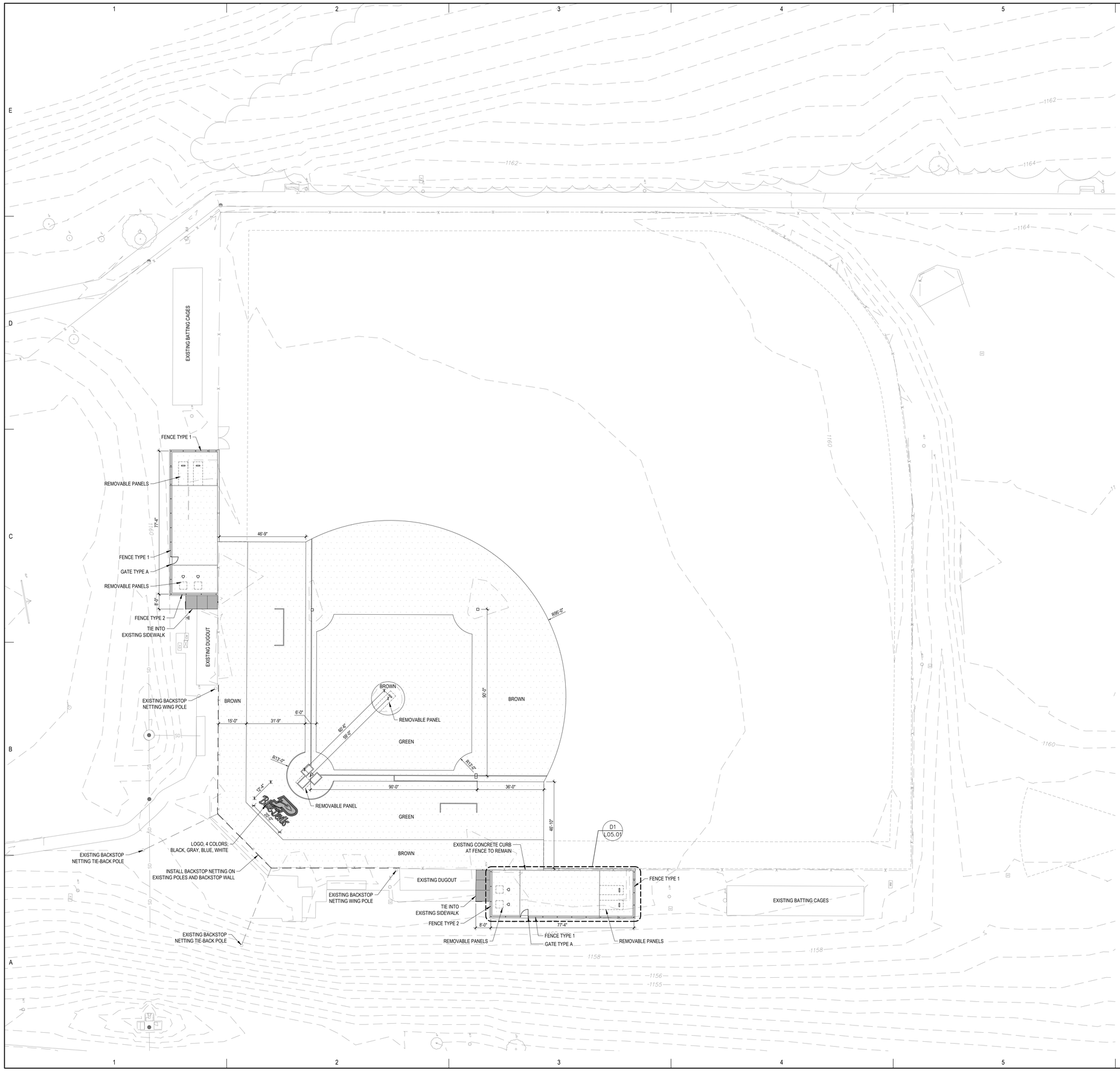
SITE LAYOUT PLAN TRACK & FIELD

L02.01



FENCE SCHEDULE

KEY	TYPE	HEIGHT	FINISH	REMARKS
1	CHAIN LINK	8'-0"	GALVANIZED	TO MATCH EXISTING, VERIFY HEIGHT IN FIELD
2	CHAIN LINK	10'-0"	GALVANIZED	

GATE SCHEDULE

KEY	TYPE	HEIGHT	WIDTH	FINISH	REMARKS
A	CHAIN LINK	8'-0"	4'-0"	GALVANIZED	SINGLE SWING GATE

LEGEND

- EXISTING FENCE
- CONCRETE SIDEWALK
- SYNTHETIC TURF

NOTES

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2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF EXISTING UTILITIES, CONDUITS, POLES, TREES, PAVING, STRUCTURES, AND OTHER SITE FEATURES TO REMAIN PRIOR TO GRADING OR CONSTRUCTION ACTIVITIES. IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT FOR RESOLUTION OF ANY DISCREPANCIES PRIOR TO COMMENCING INTENDED WORK.
3. DIMENSIONS SHOWN TO BACK OF CURB, EDGE OF PAVEMENT, AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL RECEIVE DIGITAL FILE FROM LANDSCAPE ARCHITECT FOR HORIZONTAL LAYOUT PURPOSES.

NORTH

0 20' 40'

CONSTRUCTION DOCUMENTS

RDG PLANNING ● DESIGN

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309
Phone: (515) 288-3141

1912 Old Highway 34
Plattsmouth, NE 68048

Plattsmouth Community Schools

ISSUANCE	DATE
PROJECT NO:	3007.739.00
2026	

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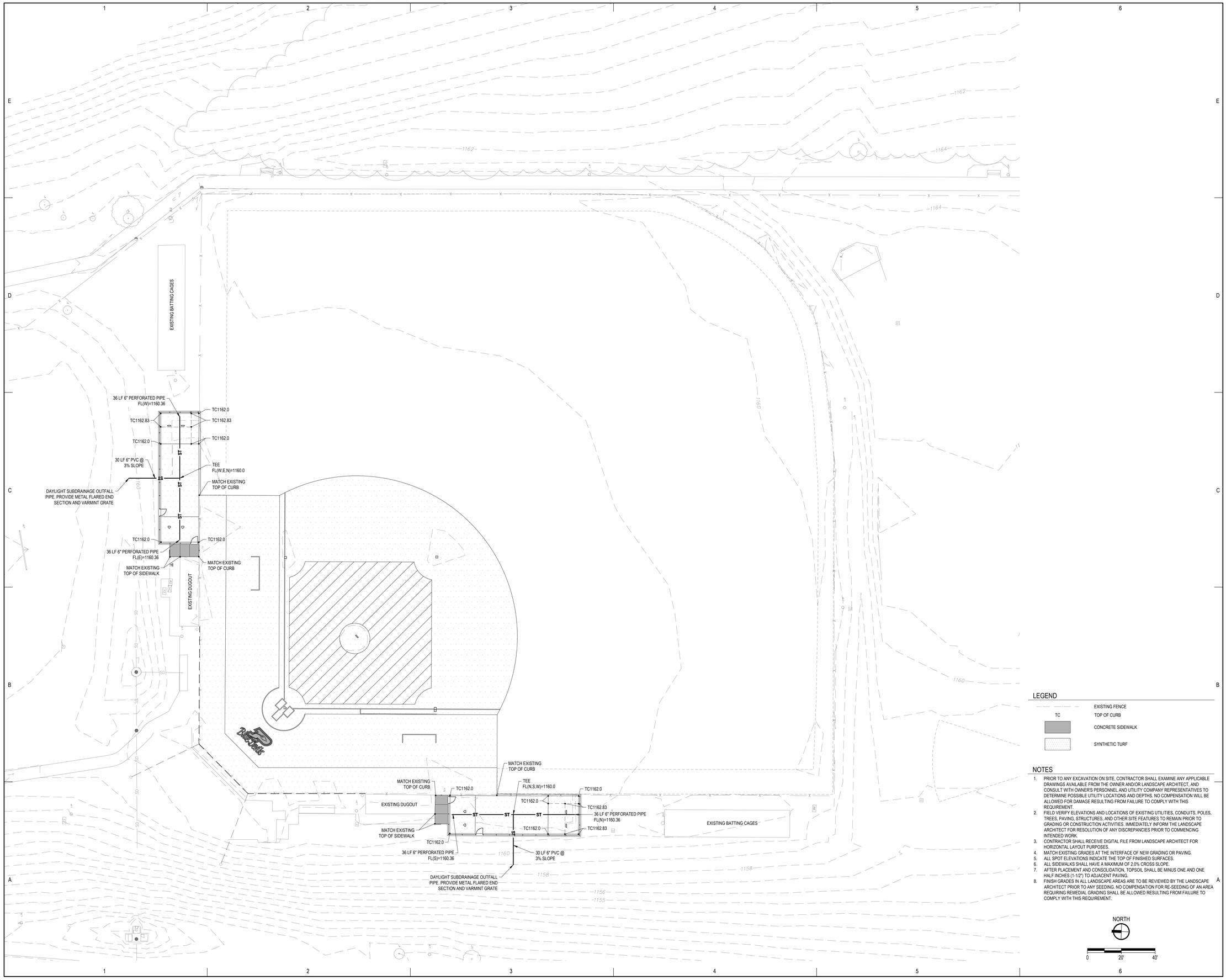
PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

SITE LAYOUT PLAN BASEBALL

L02.02



LEGEND

- EXISTING FENCE
- TC — TOP OF CURB
- CONCRETE SIDEWALK
- SYNTHETIC TURF

NOTES

1. PRIOR TO ANY EXCAVATION ON SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR LANDSCAPE ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
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3. CONTRACTOR SHALL RECEIVE DIGITAL FILE FROM LANDSCAPE ARCHITECT FOR HORIZONTAL LAYOUT PURPOSES.
4. MATCH EXISTING GRADES AT THE INTERFACE OF NEW GRADING OR PAVING.
5. ALL SPOT ELEVATIONS INDICATE THE TOP OF FINISHED SURFACES.
6. ALL SIDEWALKS SHALL HAVE A MAXIMUM OF 2.0% CROSS SLOPE.
7. AFTER PLACEMENT AND CONSOLIDATION, TOPSOIL SHALL BE MINUS ONE AND ONE HALF INCHES (1-1/2") TO ADJACENT PAVING.
8. FINISH GRADES IN ALL LANDSCAPE AREAS ARE TO BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY SEEDING. NO COMPENSATION FOR RE-SEEDING OF AN AREA REQUIRING REMEDIAL GRADING SHALL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.

NORTH

0 20' 40'

CONSTRUCTION DOCUMENTS

RDG PLANNING ● DESIGN

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309
Phone: (515) 288-3141

PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

1912 Old Highway 34
Plattsmouth, NE 68048

Plattsmouth Community Schools

ISSUANCE	DATE
PROJECT NO:	3007.739.00

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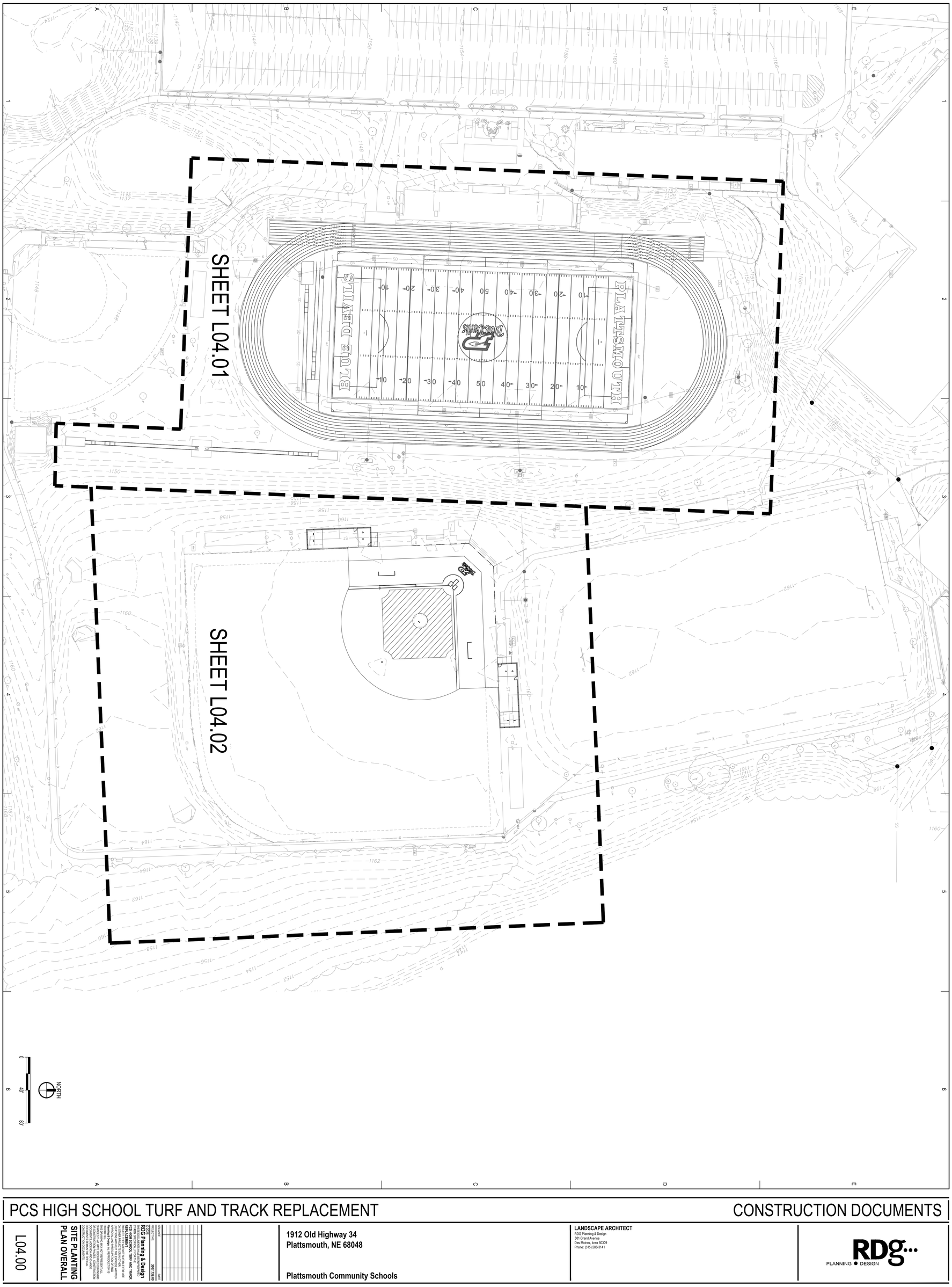
SITE GRADING AND UTILITY PLAN BASEBALL

L03.01



PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

CONSTRUCTION DOCUMENTS

L04.00

SITE PLANTING PLAN OVERALL

ISSUANCE
DATE

PROJECT NO:
3007.23.00

RDG Planning & Design
DESIGNED BY: RDG
DRAWN BY: RDG
CHECKED BY: RDG

REPLACEMENT OF HIGH SCHOOL TURF AND TRACK

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Plattsmouth, NE 68048

Plattsmouth Community Schools

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Des Moines, Iowa 50309
Phone: (515) 288-3141

RDG PLANNING ● DESIGN

PLAN A1, THIS SHEET

PLATTSMOUTH

BLUE DEVILS

EXISTING BLEACHERS

SEED

SEED

SEED

LEGEND

EXISTING FENCE

SEED

NOTES

1. PRIOR TO ANY EXCAVATION ON SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR LANDSCAPE ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. THE REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, SHALL BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
3. FINISH GRADES IN ALL LANDSCAPE AREAS ARE TO BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY SEEDING. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW AT LEAST SEVEN (7) DAYS PRIOR TO THE DESIRED DATE OF REVIEW. NO COMPENSATION FOR RE-SEEDING OF AN AREA REQUIRING REMEDIAL GRADING SHALL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
4. THE CONTRACTOR SHALL PRESERVE AREAS OF EXISTING VEGETATION, INCLUDING GRASS, THAT OCCUR WITHIN THE CONTRACT LIMITS BUT ARE NOT NEEDED FOR CONSTRUCTION. REPAIR ALL OF THESE EXISTING AREAS TO THEIR ORIGINAL CONDITION WHICH ARE DISTURBED DURING CONSTRUCTION AT NO COST TO THE OWNER.

SEED SEED SEED SEED

EXISTING LANDING PIT AND CURB TO REMAIN

EXISTING CONCRETE PAD TO REMAIN

EXISTING LANDING PIT AND CURB TO REMAIN

A1 RUNWAY AT LONG JUMP, TRIPLE JUMP, POLE VAULT
1" = 20'

NORTH

NORTH

0 20' 40'

CONSTRUCTION DOCUMENTS

RDG PLANNING ● DESIGN

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Phone: (515) 288-3141

1912 Old Highway 34
Plattsmouth, NE 68048

Plattsmouth Community Schools

ISSUANCE DATE

PROJECT NO: 3007.739.00

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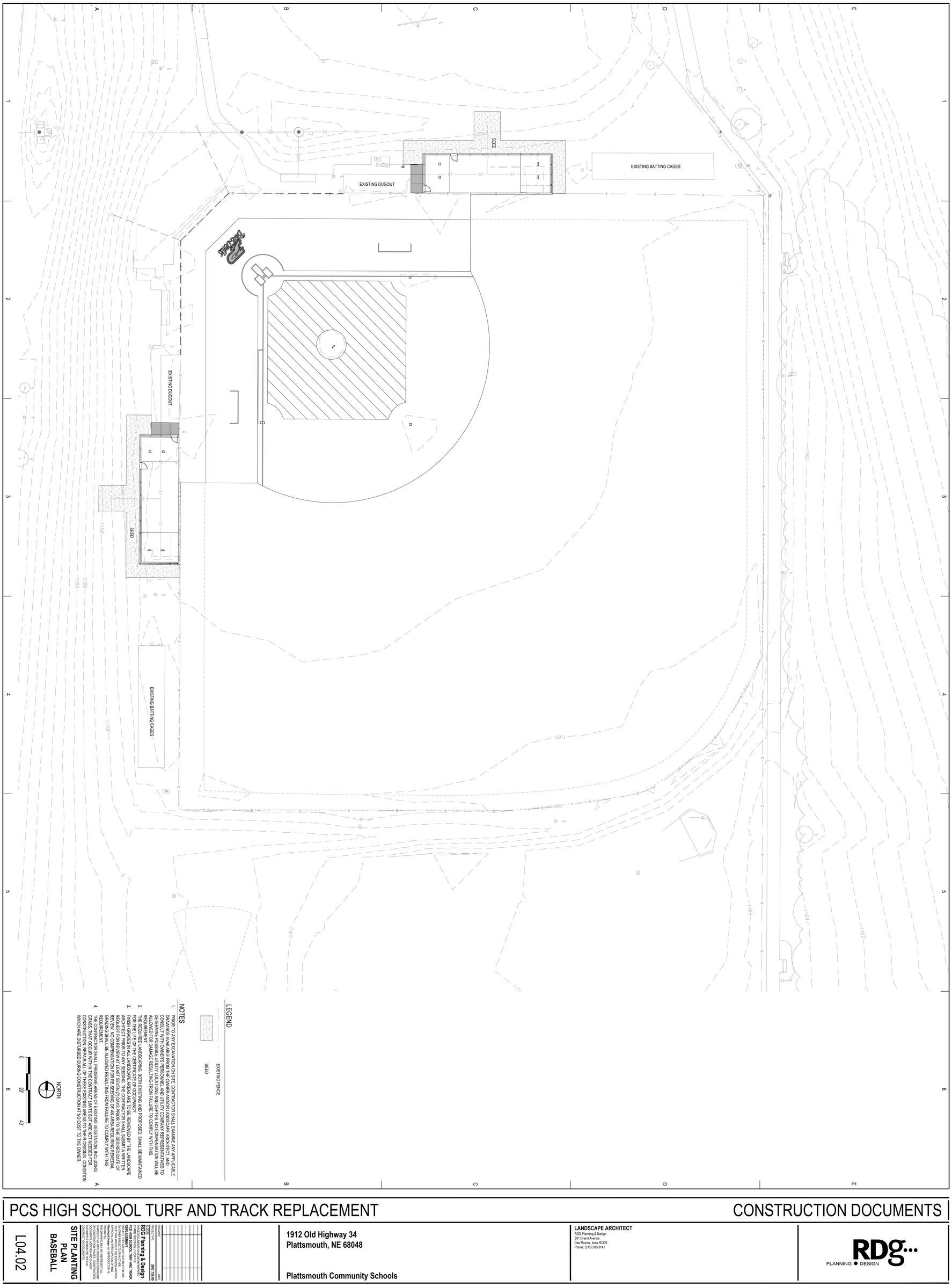
PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

SITE PLANTING PLAN
TRACK & FIELD

L04.01



LEGEND

EXISTING FENCE

SEED

NOTES

1. PRIOR TO ANY EXCAVATION ON SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR LANDSCAPE ARCHITECT, AND COORDINATE WITH OWNER'S REPRESENTATIVE AS NECESSARY TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. THE REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, SHALL BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
3. FINISH GRADES IN ALL LANDSCAPE AREAS ARE TO BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY SEEDING. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW AT LEAST 48 HOURS PRIOR TO THE DESIRED TIME OF REVIEW. NO COMPENSATION FOR RE-SEEDING OF AN AREA REQUIRING REMEDIAL GRADING SHALL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
4. THE CONTRACTOR SHALL PRESERVE AREAS OF EXISTING VEGETATION, INCLUDING GRASS, THAT OCCUR WITHIN THE CONTRACT LIMITS BUT ARE NOT NEEDED FOR CONSTRUCTION. REPAIR ALL OF THESE EXISTING AREAS TO THEIR ORIGINAL CONDITION WHICH ARE DISTURBED DURING CONSTRUCTION AT NO COST TO THE OWNER.

NORTH

0 20' 40'

PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

CONSTRUCTION DOCUMENTS

SITE PLANTING PLAN BASEBALL

L04.02

DRAWING	DATE

PROJECT NO: 3907739.00

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Plattsmouth Community Schools

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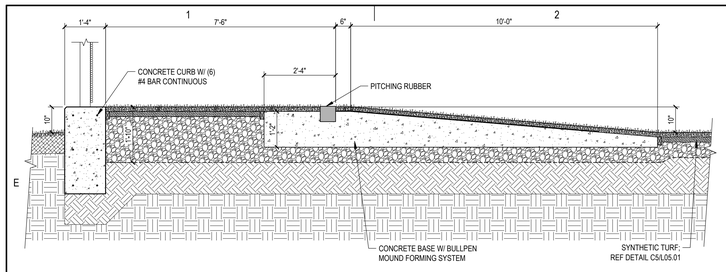
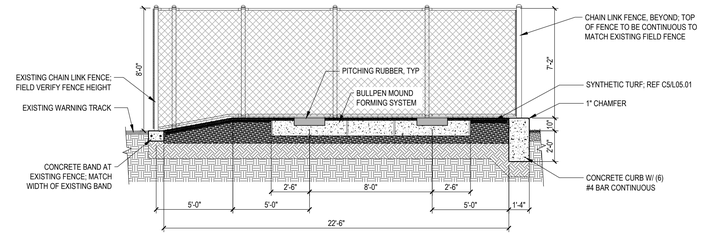
301 Grand Avenue
Des Moines, Iowa 50309
Phone: (515) 288-3141

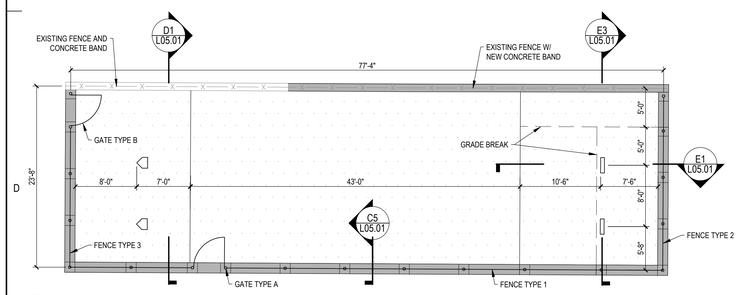
RDG PLANNING ● DESIGN



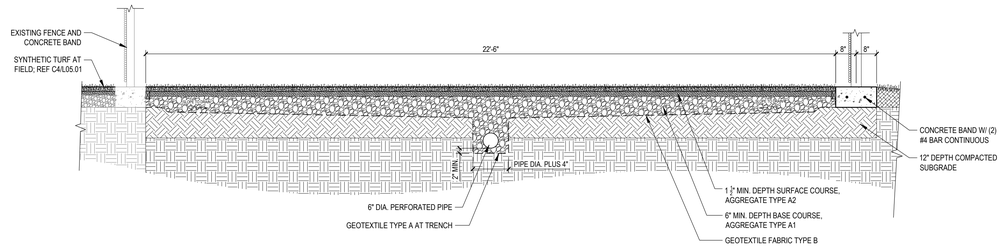
E1 TYP SECTION: BASEBALL BULLPEN MOUND
1/2" = 1'-0"



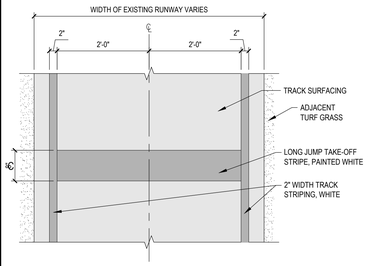
E3 TYP SECTION: BASEBALL BULLPEN MOUND FORMING SYSTEM
1/4" = 1'-0"



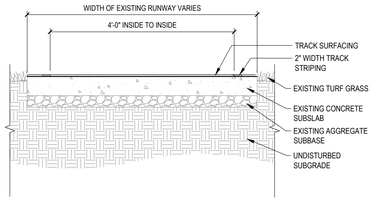
D1 TYP PLAN: BASEBALL BULLPEN
1/8" = 1'-0"



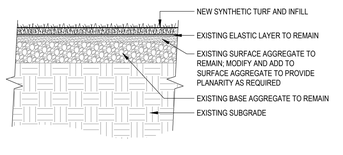
D3 TYP SECTION: BASEBALL BULLPEN
1/2" = 1'-0"



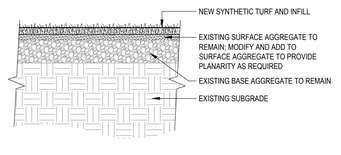
C1 PLAN: LONG JUMP RUNWAY TYPE B
3/4" = 1'-0"



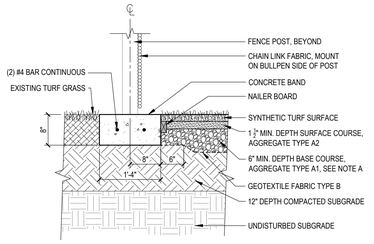
C2 TYP SECTION: LONG JUMP RUNWAY TYPE B
3/4" = 1'-0"



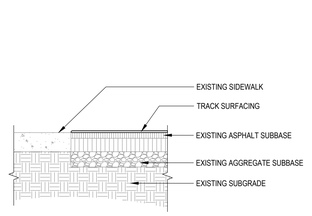
C3 TYP SECT: SYNTHETIC TURF AT FOOTBALL FIELD
3/4" = 1'-0"



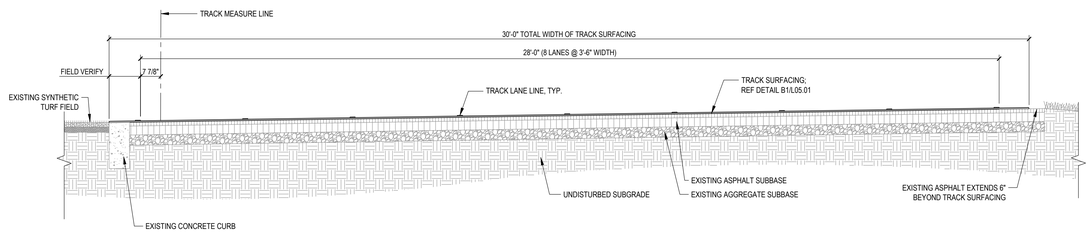
C4 TYP SECT: SYNTHETIC TURF AT BASEBALL FIELD
3/4" = 1'-0"



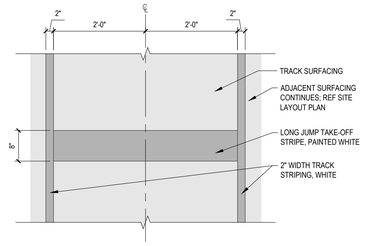
C5 TYP SECTION: SYNTHETIC TURF AT BULLPEN
3/4" = 1'-0"



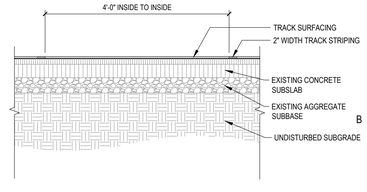
B1 TYP SECTION: TRACK SURFACING AT SIDEWALK
3/4" = 1'-0"



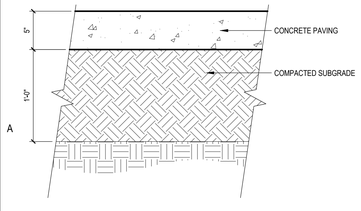
B2 TYP SECTION: TRACK
1/2" = 1'-0"



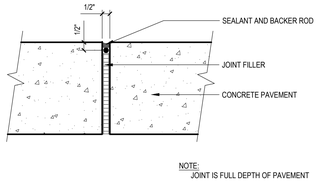
B5 PLAN: LONG JUMP RUNWAY TYPE A
3/4" = 1'-0"



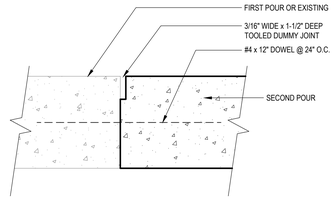
B6 TYP SECTION: LONG JUMP RUNWAY TYPE A
3/4" = 1'-0"



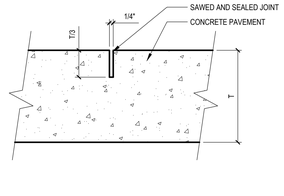
A1 TYP SECTION: CONCRETE SIDEWALK
1 1/2" = 1'-0"



A2 TYP SECTION: ISOLATION JOINT
3" = 1'-0"



A3 TYP SECTION: DOWELED CONSTRUCTION JOINT
3" = 1'-0"



A4 TYP SECTION: SAWED CONTROL JOINT
3" = 1'-0"

CONSTRUCTION DOCUMENTS

RDG PLANNING ● DESIGN

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Phone: (515) 288-3141

PCS HIGH SCHOOL TURF AND TRACK REPLACEMENT

1912 Old Highway 34
Plattsmouth, NE 68048

Plattsmouth Community Schools

ISSUANCE	DATE

PROJECT NO: 3007.739.00

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SITE DETAILS

L05.01

BLUE DEVILS

PLATTSMOUTH

BlueDevils

RDg...
PLANNING • DESIGN

PROJECT MANUAL
CONSTRUCTION DOCUMENTS

Plattsmouth Community Schools
Track, Football, Baseball Resurfacing
1912 East Highway 34, Plattsmouth, NE 68048

Volume 1 of 1

Date: February 10, 2026

Project No.: 3007.739.00

SECTION 00 01 01 – PROJECT TITLE PAGE

PROJECT:	**Plattsmouth Community Schools** **Track, Football, Baseball Resurfacing** 1912 East Highway 34, Plattsmouth, NE 68048 RDG No.: **3007.739.00**
OWNER:	**Plattsmouth Community Schools** 1912 East Highway 34, Plattsmouth, NE 68048
DATE:	**February 10, 2026**
LANDSCAPE ARCHITECT:	**RDG Planning & Design** 1302 Howard Street, Omaha, NE 68102 Phone: (515) 288-3141 Coordinating Professional: Cary W. Thomsen Primary Contact: Jason Blome jblome@rdgusa.com 515.473.6360

I, Cary W. Thomsen, ASLA, am the Coordinating Professional on the Plattsmouth Community Schools Track, Football, Baseball Resurfacing Project

END OF DOCUMENT 00 01 01

SECTION 00 01 10 - TABLE OF CONTENTS

PROJECT: **Plattsmouth Community Schools**
Track, Football, Baseball Resurfacing
1912 East Highway 34, Plattsmouth, NE 68048
RDG No. 3007.739.00

OWNER: **Plattsmouth Community Schools**
1912 East Highway 34, Plattsmouth, NE 68048

Prepared By:	Section No.	Section Title
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LA	00 21 13	INSTRUCTIONS TO BIDDERS
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OWNER	00 52 13.02	AIA DOCUMENT A101-2017 EXHIBIT A (DRAFT)
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LA	01 42 00	REFERENCES
LA	01 50 00	TEMPORARY FACILITIES AND CONTROLS
LA	01 60 00	PRODUCT REQUIREMENTS
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	DIVISION 31 — EARTHWORK	
LA	31 10 00	SITE PREPARATION
LA	31 20 00	EARTH MOVING
	DIVISION 32 — EXTERIOR IMPROVEMENTS	
LA	32 13 13	CONCRETE PAVING
LA	32 13 73	CONCRETE PAVING JOINT SEALANTS
LA	32 18 17	SYNTHETIC RUNNING TRACK SURFACING
LA	32 18 18	SYNTHETIC GRASS SURFACING
LA	32 18 23.40	TRACK & FIELD LINE MARKINGS

LA 32 31 13 CHAIN LINK FENCES AND GATES
LA 32 92 19 LAWN SEEDING

DIVISION 33 — UTILITIES
CIVIL 33 46 00 SITE SUBDRAINAGE

Abbreviation	Company Name	Discipline:
LA	RDG Planning & Design	Landscape Architectural Consultant
OWNER	Plattsmouth Community Schools	Owner

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SECTION 00 11 13 – NOTICE TO BIDDERS

Sealed bids for the Plattsmouth Community Schools Track, Football, Baseball Resurfacing will be received by Plattsmouth Community Schools at Plattsmouth Schools Administration Center, 1912 US-34, Plattsmouth, NE 68048 until 2:00 PM local time on February 26, 2026 and will be publicly opened and read aloud for the following public improvements:

> Work includes the removal of existing track surfacing, synthetic turf surfacing at football field and baseball field, and baseball bullpens. Installation of new track surfacing, synthetic turf at football field and baseball field, baseball bullpens, site paving, chain link fencing and gates, utilities, and seeding.

Bids will be received for a single prime contract.

Bidding Documents may be obtained from A & D Technical Supply Co., 4320 S 89th St, Omaha, NE 68127 for a refundable deposit of $50.00 made payable to Plattsmouth Community Schools; Phone: (402) 592-4950; or through their on-line Planroom at adprintingdesign.com.

Refer to other bidding requirements described in Division 01 Section “Instructions to Bidders”.

Each bid shall be submitted on the Bid Form provided with the Bidding Documents and shall be accompanied by bid security as set forth in the Instructions to Bidders, in the amount of five (5) percent of the total bid.

Performance Bond Requirement: 100% of contract amount.

No bid may be withdrawn for a period of 30 calendar days after the date of opening.

The bidder to whom the Contract is awarded shall commence work no later than the date set forth in a Notice to Proceed to the Contractor from the Owner or its authorized representative.

The work of this Contract shall be completed on or before August 3, 2026.

Liquidated Damages: The Work is subject to liquidated damages.

To the extent permitted by law, the Owner reserves the right to waive minor irregularities and to reject any and all bids.

This project is sales tax exempt. The Owner will issue an exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract.

Owner:
Plattsmouth Community Schools
1912 East Highway 34, Plattsmouth, NE 68048

Architect of Record:
RDG Planning & Design
301 Grand Avenue, Des Moines, Iowa 50309
Phone: (515) 288-3141

END OF SECTION 00 11 13

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Definitions:
   1. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, are applicable to these Instructions to Bidders.
   2. Owner is defined as Plattsmouth Community Schools.

1.2 SITE EXAMINATION

A. Examine the project site before submitting a bid.

B. Each Bidder by submitting a bid represents that they have visited the site to become acquainted with the scope of the work; conditions of site; facilities for delivery, storing, placing and handling of materials and equipment; other work being performed; other work in place; and other obstacles, conditions, or relevant matters concerning the work to be performed.

C. The successful Bidder will not be allowed extra compensation for any matter or thing which the bidder may have informed themselves of prior to submitting a bid

D. The Bidder is required to contact the Owner at the following address and phone number in order to arrange a date and time to visit the project site:
   1. Contact Name: Dr. Richard Hasty
   2. Email Address: rhasty@pcsd.org
   3. Phone Number: 402.296.3361
   4. The currently occupied premises at the project site are open for examination by bidders only during the following hours:
      a. Monday through Friday: 8:00 AM to 4:00 PM.
      b. Weekends: Not available

1.3 PREBID CONFERENCE

A. DATE: February 17, 2026

B. TIME: 11:00 AM

C. LOCATION: Plattsmouth Schools Administration Center, 1912 US-34, Plattsmouth, NE 68048

D. All general contract and major subcontract Bidders and suppliers are invited. Attendance by General Contractors is strongly recommended but not mandatory.

1.4 DOCUMENT EXAMINATION

A. Each Bidder by submitting a Bid represents that they have read and understands the Bidding Documents. This responsibility shall not be limited to paragraphs, sections, and drawings listed as pertaining to the trade or contract of a particular bidder. Bidder shall examine the document pertaining to the Work of other subcontracts and trades as their responsibility for certain work may be established therein.

B. Bidding Documents include the Advertisement to Bid, Instructions to Bidders, and the Contract Documents, including any Addenda issued prior to the receipt of bids.

C. Contract Documents are as defined in AIA Document A201 Article 1.

D. Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the Bidding Documents, including Drawings or Specifications, by additions,

deletions, clarifications or corrections. Addenda will become a part of the Contract Documents when the Construction Contract is executed.

1.5 INTERPRETATIONS

A. Should a bidder find discrepancies, ambiguities, or omissions in the documents; should they find work shown but not specified; or specified but not shown; or should they be in doubt as to any meaning, they shall immediately notify the Architect, in writing, at least 10 days before the closing of bids.

B. Failure to request clarifications will not relieve the Contractor of their responsibilities to perform the work in accord with the intent of the documents. The signing of the contract will be considered that the Contractor has a thorough comprehension of the full intent and scope of the specifications and drawings.

C. The Architect will issue any interpretation or correction as an Addendum. Only a written interpretation or correction by Addendum shall be binding. Bidder shall not rely upon any interpretation or correction given by any other method.

D. Prior to the receipt of bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect as having received the Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for that purpose.

1.6 SUBCONTRACTORS

A. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract:
   1. Must be acceptable to the Owner.
   2. Must comply with the requirements of the Bidding Requirements, Conditions of the Contract and the applicable Technical Specifications and Drawings.

B. Bidder shall identify sub-contractors indicated on the Bid Form.

C. Within the 48 hours following Bid Opening, the apparent low bidder shall submit a list of all subcontractors that will be used for this project. The subcontractor list shall include each firm's name, tax identification number, and address.

1.7 QUALIFICATION OF BIDDER

A. The Owner may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.8 BID SECURITY

A. Bid Proposal shall be accompanied by a Bid Bond or a cashier's check drawn on a solvent Nebraska bank or a bank chartered under the laws of the United States in the amount of 5% of the base bid. Bid security shall be made payable to the Owner. Submit bid security in a sealed envelope, separate from the envelope containing the bid proposal.

B. The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within 10 days after notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the bid security deposited with the bid proposal.

C. Bid security will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand by the bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.

1.9 SECURITY FOR FAITHFUL PERFORMANCE

A. Simultaneously with their delivery of the executed contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in Article 11 of the General Conditions and Supplementary General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

1.10 POWER OF ATTORNEY

A. Attorneys-in-fact who sign Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney. Attorneys-in-fact must be residents of the state of Nebraska for surety companies authorized to do business in the state of Nebraska.

1.11 LAWS AND REGULATIONS

A. The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

1.12 NEBRASKA SALES TAX EXEMPTION

A. This project is Nebraska sales tax exempt. The owner will issue an authorization letter and exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract. Persons shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer. Said taxes shall not be included in the bid value for this project.

1.13 SUBSTITUTION OF MATERIALS AND PRODUCTS

A. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the Architect for approval at least ten (10) days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation. Refer to Document 00 26 00.

C. If the Architect approves a proposed substitution, such approval will be set forth in an Addendum.

1.14 AVAILABILITY OF SPECIFIED ITEMS

A. Verify prior to bidding that specified items will be available in time for installation during orderly and timely progress of the work.

B. In the event specified items will not be so available, notify the Architect prior to receipt of bids.

1.15 MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidders may withdraw their bids at any time before bid closing. Bidders may modify such bids and resubmit them, or may submit new bids, so long as the requirements for submittal of bids are met.

B. No bid may be withdrawn during the bid holding period stated in the Bid Form.

1.16 PREPARATION OF BID

A. Bid Proposals shall be submitted on the prescribed form with all blank spaces for bid prices filled in, in ink or typewritten, in both words and figures. If in conflict, the amount written in words shall govern. If unit price and extension are in conflict, unit price shall govern. Additional information not requested or any alteration of the Bid Form may disqualify the Bidder.

B. Proposals shall indicate the full name of bidder, including the firm or corporate name of the bidder and shall longhand signature of a principal duly authorized to execute contracts for the bidder. Proposals signed by an agent of the bidder must be accompanied by evidence of the agent's authority to execute contracts for the bidder. The name of each person signing the proposal shall be typed or printed below the signature.

C. Submit Bid Form in opaque, sealed envelope, separate from bid security, bearing on the outside the following:

BID FOR: **Plattsmouth Community Schools**
Track, Football, Baseball Resurfacing

BIDDER: [Insert name of bidder]

D. If submitting by mail, enclose the above contents in another envelope and address it to the Plattsmouth Community Schools at 1912 East Highway 34, Plattsmouth, NE 68048. Indicate on front of envelope: “Sealed Bid Enclosed For: ”Plattsmouth Community Schools Track, Football, Baseball Resurfacing”. The envelope shall bear the return address of the bidder.

E. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

1.17 RECEIPT AND OPENING OF BIDS

A. Sealed bids for Plattsmouth Community Schools Track, Football, Baseball Resurfacing will be received by the Owner at Plattsmouth Schools Administration Center, 1912 US-34, Plattsmouth, NE 68048 until 2:00 PM on February 26, 2026 and will be publicly opened and read aloud.

B. Bids will be received for a Single General Construction Contract – Stipulated Sum.

C. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

1.18 REJECTION OF BIDS

A. To the extent permitted by law, the Owner reserves the right to waive minor irregularities and to reject any and all bids. In addition, the Owner reserves the right to reject a bid if the bidder has failed to furnish any required bid security, or to submit data required by the bidding documents, or if the bid is in any way incomplete or irregular.

B. The Owner reserves the right to reject any bid if the qualifications of the bidder fail to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

C. The Owner also reserves the right to negotiate modifications to Unit Prices for additions to, or deductions from, the scheduled amount of work as given in the bid if they are considered excessive or unreasonable.

1.19 AWARD OF CONTRACT

A. The Contract will be awarded on the basis of the apparent low base bid and the selection of any or all alternatives. Unit prices will not be considered in the determination of the award of Contract.

END OF SECTION 00 21 13

SECTION 00 26 00 – PROCUREMENT SUBSTITUTION PROCEDURES

1.1 SUMMARY

A. Pre-Bid Substitutions.

1.2 BIDDER'S OPTIONS

A. For products specified by reference standard only, select product meeting that standard, by any manufacturer.

B. For products specified by naming one or several products or manufacturers, select one of the products and manufacturers named. Submit a Request for Substitution for a product or manufacturer which is not specifically named unless "No Substitutions" is indicated. Architect and/or Engineer will review and consider for approval.

C. For products specified by naming one or several products or manufacturers and stating "or equivalent", or "equal", or "Architect approved equivalent", or similar wording, submit a Request for Substitution for a product or manufacturer which is not specifically named. Architect and/or Engineer will review and consider for approval.

D. For products specified by naming only one or several products or manufacturers, and "No Substitutions" is indicated, there is no option and no substitution will be allowed.

1.3 SUBSTITUTIONS

A. Prepare Base Bid in accordance with requirements of the Bidding Documents.
   1. Substitutions for products may be made during the bidding period by submitting a completed Request for Substitution form and providing substantiating product information. The Architect/Engineer will consider substitution requests for approval provided they meet the submittal requirements and product information is complete and accurate.
   2. Submit the Request for Substitution form via e-mail directly to the contact person listed on the Project Title Page of the discipline responsible for preparation of the related specification Section.
   3. Request for Substitution must be received by the Architect/Engineer a minimum of ten (10) calendar days prior to the Bid Date.
   4. Do not submit duplicate requests by multiple transmission methods such as mail delivery, hand delivery, fax, etc. Requests requiring physical samples may be delivered.
   5. Architect will notify Bidders of approved product substitutions in an addendum.

B. Submit a separate request for each item. Provide the following with each request:
   1. Complete data substantiating compliance of proposed substitution with requirements stated in Bidding Documents:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature, identifying:
         1) Product description and model number.
         2) Reference standards.
         3) Performance and test data.
      c. Samples, as applicable.
      d. Name and address of projects on which product has been used and date of each installation.
   2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
   3. Advise of any change in construction schedule resulting from use of proposed substitution.
   4. All effects of substitution on separate contracts.
   5. List of changes required in other work or products.

6. Designation of responsibility for cost of required license fees or royalties.
7. Description of availability of maintenance services and sources of replacement materials and parts.

C. Substitutions will not be considered for acceptance when:
1. Acceptance will require substantial revision of Contract Documents.
2. In the judgement of the Architect/Engineer, the submittal does not include adequate information for a comprehensive evaluation.

1.4 BIDDER'S REPRESENTATION

A. In making formal request for substitution the bidder represents that:
1. The bidder has investigated proposed product and has determined that it is equivalent to or superior in all respects to that specified.
2. The bidder will provide the same warranties or bonds for substitution as for the product specified.
3. The bidder will coordinate installation of the accepted substitution into the Work, and will make such changes as may be required for the Work to be completed in all respects.
4. The bidder waives claims for additional costs caused by substitution that may subsequently become apparent.

1.5 ARCHITECT'S ACTION

A. Review requests for substitution. Substitution requests that are either approved or not approved will not be returned to person submitting request.

B. Issue an addendum to identify accepted substitutions.

C. Only those substitutions noted as approved in an addendum may be included in the Bid.

1.6 SUBSTITUTION REQUEST FORM

A. A Request for Substitution form is included at the end of this Section.

B. Substitutions will be considered only when the Request for Substitution form is completed and submitted with product information requested.

C. If no samples are included with request, the preferred method of receipt is by email. Do not send duplicate request forms by mail.

D. If samples are included with request, include Request for Substitution form with delivery of samples. Do not mail or email duplicate request forms.

REQUEST FOR SUBSTITUTION **DATE RECEIVED:** _____

E-MAIL TO: CONTACT LISTED ON PROJECT MANUAL TITLE PAGE

PROJECT: **Plattsmouth Community Schools**
Track, Football, Baseball Resurfacing

PROJECT NO.: 3007.739.00

We submit the following product/system/material information for your consideration and approval:

SPECIFICATION SECTION NUMBER AND NAME: _____

SPECIFIED ITEM: _____

PROPOSED SUBSTITUTION: _____

Attach complete information on changes to Drawings and/or Specifications, which proposed substitution would require for its proper installation.

Submit with request necessary samples and substantiating data to show equivalency (quality and performance) to that specified. Clearly mark manufacturer's literature to identify proposed item and to identify criteria confirming product is equivalent to the specification.

Submit the Request for Substitution form via e-mail directly to the contact person listed on the Project Title Page of the discipline responsible for preparation of the related specification Section.

Do not submit duplicate requests by multiple transmission methods such as mail delivery, hand delivery, fax, etc. Requests requiring physical samples may be delivered.

The undersigned certifies that the function, appearance, quality, performance and compatibility with adjacent materials are equivalent to the specified item.

Submitted by:

(Signature) (Phone)

(Firm) (Fax)

(Address) (Email)

ARCHITECT ACTION:

□ RECOMMENDED □ NOT RECOMMENDED □ RECOMMENDED AS NOTED
□ RECEIVED LATE □ INSUFFICIENT DATA RECEIVED

By: Date:

ENGINEER OR CONSULTANT ACTION:

□ RECOMMENDED □ NOT RECOMMENDED □ RECOMMENDED AS NOTED
□ RECEIVED LATE □ INSUFFICIENT DATA RECEIVED

By: Date:

OWNER ACTION:

□ RECOMMENDED □ NOT RECOMMENDED □ RECOMMENDED AS NOTED
□ RECEIVED LATE □ INSUFFICIENT DATA RECEIVED

By: Date:

FILL IN ALL BLANKS BELOW:

A. Does the substitution affect dimensions indicated on the Drawings?

☐ Yes ☐ No If yes, describe the changes: _____

_____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

☐ Yes ☐ No If no, fully explain: _____

_____

C. What effect does substitution have on other Contracts or other trades?

_____

D. What effect does substitution have on construction schedule?

_____

E. Manufacturer's warranties of the proposed and specified items are:

☐ Same ☐ Different If different, fully explain: _____

_____

F. Reason for Request for Substitution:

_____

G. Comparison of specified item with the proposed substitution; list significant variations:

_____

H. What maintenance services are provided and who will provide:

_____

I. Estimated cost savings or additional cost to make substitution:

_____

(Attach additional sheets as required)

END OF SECTION 00 26 00

SECTION 00 41 13 – BID FORM

PROJECT: **Plattsmouth Community Schools**
Track, Football, Baseball Resurfacing

BID TO: **Plattsmouth Community Schools**
1912 East Highway 34, Plattsmouth, NE 68048

BID FROM: .....

.....

.....

BID FOR: Contract work for the Plattsmouth Community Schools Track, Football, Baseball Resurfacing as shown in Bidding Documents dated February 10, 2026.

BID PLACE: Plattsmouth Schools Administration Center, 1912 US-34, Plattsmouth, NE 68048

BID DATE: February 26, 2026

BID TIME: 2:00 PM

1. The undersigned BIDDER agrees, if the Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
   A. This Bid will remain subject to acceptance for 30 days after the day of Bid opening;
   B. To the extent permitted by law, the Owner has the right to accept or reject this Bid, including alternate bids, and to waive minor informalities in the bidding;
   C. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
   D. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award;
   E. BIDDER has examined copies of all the Bidding Documents;
   F. BIDDER has visited the site and become familiar with the general, local and site conditions;
   G. BIDDER is familiar with federal, state, and local laws and regulations;
   H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;
   I. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
   J. **This project is sales tax exempt. The owner will issue an exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract**.

3. BIDDER has received the following Addenda. Receipt of which is hereby acknowledged;

Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

4. BIDDER hereby acknowledges that sales tax has not been included in the bid values listed below.

5. BIDDER will complete the work in accordance with the Contract Documents for the following price:

LUMP SUM BASE BID of $ _____

_____ DOLLARS

(Fill in amount in both numbers and words.)

6. BIDDER agrees that all Work will be substantially complete on or before August 3, 2026 and ready for final payment in accordance with the General Conditions on or before September 2, 2026.

7. If awarded the contract, the Bidder intends to award subcontracts in the following areas to the firms listed below:

TRACK SURFACING MANUFACTURER:
TRACK SURACING INSTALLER:
SYNTHETIC TURF SUFACING MANUFACTURER:
SYNTHETIC TURF SUFACING: INSTALLER:

8. ATTACHMENTS: The following documents are attached to and made a condition of this Bid:

   A. Bid Security of 5% of the bid amount in the form of a certified check or bid bond is enclosed. The bidder acknowledges the bid security becomes the property of the Owner in the event the contract and bonds are not executed within the time period set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

9. BID FORM SIGNATURE(S):

Signature	Title		
Printed Name	Company Name		
Date	Company Address		
Phone	City	State	Zip

END OF SECTION 00 41 13

SECTION 00 52 13 – AGREEMENT FORM

1.1 AGREEMENT

A. AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor, published by the American Institute of Architects, is hereby made a part of the Bidding Documents by reference.

B. A preliminary draft of AIA Document A101-2017 is included in the Project Manual following this Section. Properly executed copies of this form of agreement will become a part of the Contract Documents.

END OF SECTION 00 52 13

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Plattsmouth Community Schools - High School turf and track replacement project

THE OWNER:
(Name, legal status and address)
Cass County School District 13-0001 a/k/a Plattsmouth Community Schools
A political subdivision of the State of Nebraska
1912 East Highway 34
Plattsmouth, NE 68048

THE ARCHITECT:
(Name, legal status and address)
RDG Planning & Design, Inc.
A foreign Nebraska corporation and Iowa corporation
301 Grand Avenue
Des Moines, IA 50309

THE CONTRACTOR:
(Name, legal status and address)

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DRAFT

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.

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

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Agreement~~),~~ as amended,) and consist of the Agreement, as amended, Conditions, all sections of the Project Manual, including of the Contract, as amended (General, Supplementary and other Conditions), Drawings, Specifications~~,~~ and Addenda issued prior to execution of the Contract, other documents listed in the Agreement, as amended, 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 requirements.

§ 1.1.1.1 The Agreement, as amended, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if signed by Contractor and the authorized representative of Owner's Board of Education. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein. Any reference to any Contract Document shall mean the document as amended and/or supplemented for this Project.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract, as amended, 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.~~written Modification signed by Contractor, approved by Owner's Board of Education, and signed by the representative of Owner's Board of Education who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. 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.~~

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Education. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract.

§ 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. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and

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usable life of equipment and facilities. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. The Construction Documents shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of construction documents.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the Project prior to submitting a proposal. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner or the Architect or their respective agents, employees, officers, directors, or consultants any duty, obligation, or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work including, but not limited to, the following: shoring, scaffolding, hoists, weatherproofing, or any temporary facility or activity because these are the sole responsibility of the Contractor.

§ 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, and shop drawings following approval by the Architect.

§ 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~~CONSTRUCTION DOCUMENTS

~~Instruments of Service~~Construction Documents 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~~Construction Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. All Construction Documents used for construction purposes must be obtained by the Contractor directly from the Architect or the Owner immediately before commencing construction of the Work. The Contractor shall be responsible to ensure that such drawings and specifications contain all changes and revisions to date.

§ 1.1.8 ~~INITIAL DECISION MAKER~~MANUFACTURER'S SPECIFICATIONS

All references to the "Manufacturer's Specifications", "Manufacturer's Directions" or "Manufacturer's Recommendations" shall mean and refer to the referenced manufacturer's published specifications or manuals. Upon written approval of the Architect, such publications shall be made a part of and incorporated into the Contract Specifications as though repeated therein in full, and all manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned accordingly, unless specified to the contrary by the Architect.

§ 1.1.9 PROJECT MANUAL

The ~~Initial Decision Maker~~Project Manual is ~~the person identified in~~ a volume assembled for the Work which includes the bidding or proposal requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.10 PROJECT MANUAL ADDENDA

Project Manual Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement ~~to render initial decisions~~is executed. The Contractor and subcontractors shall include all addenda items on ~~Claims~~their copies of the Drawings and Specifications.

§ 1.1.11 APPROVED, APPROVED EQUAL, APPROVED EQUIVALENTS, OR EQUAL

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The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in ~~accordance with~~writing by the Architect prior to receipt of bids.

§ 1.1.12 ABBREVIATIONS

AIA:	American Institute of Architects
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
NES:	National Electrical Code
NIC:	Not in Contract. Indicates work not to be done by this Contractor under this Agreement
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
UL:	Underwriters Laboratories, Inc.

§ 1.1.13 BIDS or BIDDING
The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under Nebraska public letting statutes.

§ 1.1.14 CONTRACT SUM
"Contract Sum" shall mean the Guaranteed Maximum Price, when the Agreement is a Construction Manager at Risk Agreement (A133), and the Contract Sum, when the Agreement is a Contractor Agreement (A101).

§ 1.1.15 MISCELLANEOUS DEFINITIONS
§ 1.1.15.1 FURNISH
The term “furnish", unless specifically limited to context, means furnishing to the Project Site the items specified to include unpacking and assembly if necessary. "Install" means incorporation in the Work, including all necessary labor, materials, equipment and connections necessary to complete installation. "Provide" means furnish and install.

§ 1.1.15.2 BUSINESS DAY
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Education on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.3 CALENDAR DAY
A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.15.4 HOLIDAYS
Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.5 WORK DAY
Work days are all calendar days except Holidays.

§ 1.1.15.6 ANTICIPATED WEATHER DAYS
An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather

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Days shall be considered by Owner for time extensions based upon weather. Section 15~~.2 and certify termination of the Agreement under Section 14.2.2.~~ ~~1.5.4.4~~ lists required Anticipated Weather Days.

§ 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.

§ 1.2.1.1 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in ease of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 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.

§ 1.2.3.1 In case of conflicting provisions between or within the Drawings and Specifications, the Contractor is deemed to have accepted the reasonable method of completing the Work as agreed to by the Owner and the Contractor.

§ 1.2.3.2 All repeated features must be constructed alike, although drawn in detail only once, and similarly all detail and ornament must be continued throughout all moldings, bands, etc.

§ 1.2.3.3 Wherever Work is specified to be done "as directed", the Contractor must obtain specific direction from the Owner's representative before undertaking such Work.

§ 1.2.3.4 Wherever materials or Work are specified to be "approved" or an approved pattern, make or design, the Contractor must have written approval from the Owner before installation of such materials or performance of such Work.

§ 1.2.3.5 Whenever the words "or equal" appear in connection with a material or article specified or shown in the contract documents by use of the name of a proprietary product or the name of a manufacturer or vendor of such material or article, any material or article which will fully perform the duties of the material or article so specified will be considered "equal" and satisfactory provided such material or article is of equivalent substance and function. If the words "or equal" do not appear in connection with such material or article, no substitute may be proposed in place of the material or article so specified.

§ 1.2.4 The Contractor is solely responsible for coordination of bidding and Scope of Work of Subcontractors and shall assume full responsibility for complete coordination of the various Subcontractors.

§ 1.2.5 In the interest of conciseness, references to specification sections and details are preceded by the word "see". Any such reference is to be interpreted to include the phrase "and comply with".

§ 1.2.6 Wherever an article, device or piece of equipment is referred to in the singular, such reference shall apply to as many of such articles as are shown in the Contract Documents or as are required to complete the installation.

§ 1.2.7 RELATION OF SPECIFICATIONS AND DRAWINGS

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal

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inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.8 MATERIALS, EQUIPMENT AND PROCESSES

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the bidding instructions which results in equipment requiring area not shown on the Construction Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting completion. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) calendar days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contractor Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.9 STANDARDS AND REQUIREMENTS

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 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. These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND ~~OTHER INSTRUMENTS OF SERVICE~~CONSTRUCTION DOCUMENTS

§ 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 will retain all~~All ownership rights, whether

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common law, statutory ~~and~~, or other reserved rights, including ~~copyrights~~copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the ~~Instruments of Service.~~Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of ~~the Architect's or Architect's consultants'~~any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are ~~authorized~~granted a limited license to use and reproduce the ~~Instruments of Service~~Construction Documents provided to them 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 material or equipment suppliers may not use the ~~Instruments of Service~~Construction Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect and the Architect's consultants~~copyright holder. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit ~~Instruments of Service~~Construction Documents or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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.~~

§ 2.1.1 The Owner is the public school district identified in the Contract Documents. The Board of Education, by majority vote, is the only representative of the Owner, a public school district and political subdivision of the State of Nebraska, having the power to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Education hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Education; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.2 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Nebraska. It shall be further understood that this Contract is not written for the benefit of third parties.

§ 2.1.3 The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon

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intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~**§ 2.2.1** Prior to commencement of the Work, the Contractor 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. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~**§ 2.2.1** The Owner, being a political subdivision of the State of Nebraska, must have adequate funds and financing as provided by law prior to award and execution of the Contract Documents.

§ 2.2.2 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.

§ 2.2.3 ~~The~~If requested in writing by the Contractor prior to the start of the Work, the Owner shall furnish surveys known to the Owner; 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~~Other than the metes and bounds noted in the legal description of the site, the Contractor shall not 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. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

~~**§ 2.2.4** 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.~~

§ 2.2.4 The Owner shall furnish, for information only and not as a Contract Document, such surveys or other information as it has in its possession as to the physical characteristics, legal limitations and utility locations for the site of the Project as it has in its possession. The Contractor shall confirm the location of each utility on the approved plans therefor on file with the public works department. The Contractor shall not be responsible for additional cost incurred should the utilities not be found in the location shown on said approved plans, either horizontally or vertically. The Contractor represents that he has inspected the site and available documents, and has satisfied himself as to the condition thereof including, without reasonable limitation, all apparent structural, surface and subsurface conditions thereof. The Contractor shall make no claims for any subsurface conditions shown or which could be reasonably ascertained from any investigations, including soil borings, tests and reports provided by the Owner.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one (1) copy of the ~~Contract~~Construction Documents for purposes of making reproductions pursuant to Section 1.5.2.

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§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction 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. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract DocumentsDocument and fails within a ten seven (7) day period after receipt of written notice from the Owner to commence and continue correction of any such default or neglect with diligence and promptness, the Owner may, upon written notice to the Contractor, and without prejudice to other remedies the Owner it may have, correct any such deficiencies.deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonablenecessary cost of correcting any such deficienciesdeficiency, including Owner's expenses and compensation for the Architect'sArchitect's and other consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents, and submittals approved pursuant to Section 3.12.

§ 3.1.3 The Contractor shall not be relieved of 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, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 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.

§ 3.2.1 Execution of the Contract by Contractor is a representation that the Contractor has visited the site, become familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor represents and

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warrants that the Contractor has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from the Contractor's own investigations, the Contractor has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work. The Contractor further represents that the Contractor is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of Contractor's failure to follow the foregoing procedure and familiarize himself with all local conditions and the Contract Documents will not be permitted.

§ 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 2.2.3, 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. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 ~~The~~Neither the Owner nor 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 has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. 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 as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the~~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.

§ 3.2.5 By entering into the Agreement with the Owner for the Work, the Contractor acknowledges that it has examined the Contract Documents, the character of the site and any existing structures, and is acquainted with the Work and the Contract Documents.

§ 3.2.6 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform

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any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AFIERA and/or hazardous materials surveys for the particular job sites involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.8 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

.1 The location, condition, layout, drainage and nature of the Project site and surrounding areas;
.2 Generally prevailing climatic conditions;
.3 Anticipated labor supply and costs;
.4 Availability and cost of materials, tools and equipment; and
.5 Other similar issues.

§ 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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.~~

§ 3.3.2 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled

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substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property.

§ 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.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;

.2 The special shoring requirements, if any, of the Owner; and

.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section 3.3.6 are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized

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representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for ~~labor,~~qualified, careful, and efficient workers and labor eligible to work in accordance with state and federal law. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. Unless otherwise provided, in the Contract Documents, the Contractor will make any temporary connections to water and electrical supplies as required for construction purposes and the Owner will pay any water or electric bills during construction.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products and place those specified only under the conditions set forth in the specifications. Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Owner, in consultation with the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect and the Owner: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.3 By making requests for substitutions based on Section 3.4.2 above, the Contractor:

§ 3.4.2.3.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

§ 3.4.2.3.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

§ 3.4.2.3.3 certifies that the cost data represented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

§ 3.4.2.3.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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§ 3.4.2.4 Whether or not the Owner or the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

§ 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. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4 For all equipment furnished by others to be installed by the Contractor, the Contractor shall use manufacturer's detailed drawings as approved by the Architect, to establish roughing-in dimensions and location of services.

§ 3.4.5 The Contractor shall inspect all materials as delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.4.6 Including, but not limited to, the specific requirements of Section 10.1, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

§ 3.4.7 Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This Section requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.8 CRIMINAL HISTORY CHECKS

§ 3.4.8.1 Contractor shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor, and all Subcontractors and suppliers, will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

§ 3.4.8.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.4.8.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner or one of the following offenses: if at the time of the offense, the victim was under 19 years of age or enrolled in a public school; a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration

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Act, Neb. Rev. Stat. §§ 29-4001 et seq.; or an equivalent offense under federal law or the laws of another state. The Owner may take into consideration the nature and circumstances of the criminal history to assure its interests in protecting school children and in its discretion determine individual can serve on Owner's Project.

§ 3.4.9 OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or subcontractor of the Contractor or a Subcontractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or, other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 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. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may 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, (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the Substantial Completion date of the entire Project. Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten (10) business days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this Section shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 an affidavit from a testing laboratory certifying that the product has been tested within the past

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year and is in conformance with the applicable standards; or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.6 The warranties of Contractor provided in Sections 3.5.1, 3.5.2, and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period. Contractor shall prosecute such warranty work without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2 Verify that the documents are in proper form and contain full information;

.3 Co-sign warranties when required;

.4 Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;

.5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;

.6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; and

.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing.

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.5.9 ALL WARRANTIES SHALL COMMENCE NO EARLIER THAN THE SUBSTANTIAL COMPLETION DATE OF THE ENTIRE PROJECT.

§ 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.~~

Owner is an exempt entity under the tax laws of the State of Nebraska. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Owner. Contractor shall obtain Resale Certificates from Contractor's suppliers. Failure of Contractor

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or any Sub-Contractor to obtain Resale Certificates from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 ~~**Unless otherwise provided in the Contract Documents, the**~~The Contractor shall ~~**secure**~~be responsible for making and ~~**pay**~~submitting application for the building permit ~~**as well as for**~~ . The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections ~~**by government agencies**~~ necessary for proper execution ~~**and**~~ of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of ~~the Work that are customarily secured~~documentation and/or acquisition of a land-disturbing-activity permit for the Project. Also after ~~execution of the Contract and legally required at the time bids are received or negotiations concluded~~consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with all regulations administered by the Nebraska Department of Environmental Quality (NDEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 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. In addition, Contractor shall authorize posting of any invoices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work ~~knowing~~when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, Contract Documents, or lawful orders 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 ~~21~~three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and~~, if the Architect determines that they differ materially~~ report findings 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~~a recommended resolution in writing to Owner

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and Contractor. If Owner's Board of Education and Contractor cannot agree on an equitable adjustment ~~in~~to 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 in writing, stating the reasons. If~~time, then either party ~~disputes the Architect's determination or recommendation, that party~~ may ~~proceed~~pursue alternative dispute resolution as provided for in Article 15~~.~~ within ninety (90) calendar days of the Architect's recommendation.

§ 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 in writing. 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.

§ 3.7.6 Copies of any and all permits, licenses and certificates shall be delivered to the Owner as soon as they are obtained. Along with the request for final payment, the Contractor shall deliver the originals of such permits, licenses and certificates to the Owner.

§ 3.7.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 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, unless required to do so by the terms of the Construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 ~~Allowances~~allowances shall cover the cost to the Contractor of materials and equipment delivered at the site ~~and all required taxes,~~ less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 ~~Whenever~~whenever costs are more than or less than allowances, the Contract Sum, or the Owner's Contingency, at Owner's discretion shall be adjusted accordingly ~~by Change Order.~~. The amount of the ~~Change Order~~adjustment 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.~~at all times during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The responsibility of the superintendent is to supervise, schedule, coordinate and manage field operations. The superintendent is not to be used as a tradesman. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by

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Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

~~**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.~~

§ 3.9.1.1 As directed by the Architect, there is to be held at a location designated by the Architect, a meeting called by the superintendent as representative of the Contractor of the representatives of the various trades engaged about the Work for furthering the progress of the Work and giving of clarifications by the Architect and instructions by the Owner. If the Contractor's representatives fail to attend or to execute the instructions given to them, they shall on request of the Owner be dismissed from the Work and other representatives must be immediately substituted.

§ 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~~ **1.2** The Contractor shall not change the ~~superintendent~~ Superintendent without the ~~Owner's~~ prior written consent of the Owner, which consent shall not be unreasonably ~~be~~ withheld. The Superintendent shall be present at the Project until substantial completion. At the Owner's request, the Contractor shall assign a different Superintendent to the Project.

§ 3.9.2 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within thirty (30) calendar days of Substantial Completion.

§ 3.9.3 Contractor's project manager, while not required to be present full-time at the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or ~~delayed.~~ correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected in accordance with the Construction Documents.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under General Conditions for such day.

§ 3.9.5 Questions about plan interpretation or directions shall be submitted by Contractor's superintendent to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly~~ten (10) calendar days after being awarded the Contract, shall prepare and submit for the ~~Owner's~~Owner's and ~~Architect's~~Architect's information a ~~Contractor's~~Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule shall not be changed without the written consent of the Owner and Architect. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval. The Owner's or Architect's silence as to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligation to meet those time limits, nor shall it make the

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Owner or Architect liable for any of Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Owner's or Architect's silence as to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

§ 3.10.2 The Contractor shall prepare ~~a submittal schedule, promptly after being awarded the Contract~~ and ~~thereafter as necessary to maintain a~~ keep current ~~submittal schedule, and shall submit the schedule(s),~~ for the ~~Architect's~~Architect's approval. ~~The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be~~ , a schedule of submittals which is coordinated with the ~~Contractor's~~Contractor's construction schedule~~,~~ and ~~(2) allow~~allows the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time~~ Neither the Contractor's preparation nor the Architect's receipt or review shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with Section 4.2.7 as modified herein.

§ 3.10.2.1 The schedule of submittals shall be submitted along with the construction schedule.

§ 3.10.2.2 Submission and review of the schedule shall not relieve the Contractor of its obligations to meet the time limits of the Contract.

§ 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 Should the Contractor fail to comply with the progress schedule or, in the Owner's opinion, otherwise fails, refuses, or neglects to supply a sufficient amount of labor or material in the prosecution of the Work, Owner shall have the right to (1) direct the Contractor to furnish such additional labor and/or materials as may, in the Owner's opinion, be required to comply with the progress schedule or otherwise diligently prosecute the Work, or (2) furnish such additional labor and/or materials as may be required to comply with said schedule. Any costs incurred by Owner pursuant to the exercise of its rights under this Section shall be borne by the Contractor and shall not increase the Contract Sum.

§ 3.10.5 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, field test records, inspection certificates or records, manufactures' certificates, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Owner at all times and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, the Owner may require the Contractor to furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

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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 the way by which 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~~verified that the information contained within such submittals complies with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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, except for any such errors or omissions which are within Architect's statutory or contractual design responsibility.

§ 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals~~, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy.~~. Pursuant to this Section 3.12.10, the Architect will review, 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. ~~The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents~~Unless the Contractor is providing professional services as allowed herein, the Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. A licensed professional architect or engineer must prepare plans, specifications and estimates for all the Work, as governed by the Nebraska Engineers and Architects Regulation Act. In the event that Contractor employs or retains a licensed design professional under the terms of this Section, Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions (professional liability) insurance coverage in the amounts and forms as specified in Article 11 of these General Conditions. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the amounts and forms as specified in Article 11 of these General Conditions.

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) calendar days prior to the date the Contractor needs the reviewed submittals and samples returned. Additional provisions for shop drawings, product data and samples are included in the specifications. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) calendar days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) calendar days of the date of the approval of the Contract Sum or Guaranteed Maximum Price. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed professional engineer.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall provide adequate protection throughout the course of the Work for all trees and shrubs on the site indicated in the Contract Documents as not to be removed. The Contractor shall be responsible for damage to any such trees or shrubs during the period of construction and shall replace or repair any trees or shrubs damaged by the Contractor, its Subcontractors or employees, with plantings acceptable to the Owner at no cost to the Owner. Damaged sod areas shall be seeded acceptable to the Owner. All landscape repairs shall carry one (1) year full guarantee.

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§ 3.13.3 The Contractor shall enforce the Owner's instructions regarding signs, advertisements, noise, fires and smoking.

§ 3.13.4 The Contractor shall keep the site of construction reasonably free from weeds during the course of construction. The Contractor shall cut all weeds on the site so as to discourage further germination.

§ 3.13.5 All utilities, curbs, drives, streets, buildings, mechanical and electrical equipment, etc., which are damaged or cut during construction and are to be used after construction shall be repaired such that the quality of the repaired item equals or exceeds its condition prior to construction.

§ 3.13.6 Only materials and equipment which 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 material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.7 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.8 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.9 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.13.10 Additional provisions for use of site are included in the Specifications.

§ 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~~.~~, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor shall locate, protect, and save from injury utilities of all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by its Work. Contractor shall be responsible for all damage caused to such utility by the operation of equipment or delivery of materials or as the direct or indirect result of any of its Work and shall repair all such damage at its expense and as a part of the Work included in the Contract Documents. The Contractor shall not be entitled to any increase in the Contract Sum or the Contract Time on account of such damage to any utility.

§ 3.14.4 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

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§ 3.14.5 Additional provisions for cutting and patching of work are included in the Specifications.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. 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. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

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

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.15.5 Additional provisions for cleanup are included in the Specifications.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect and their designated representatives, access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 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 such 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.~~THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR, SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A

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PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 3.18 INDEMNIFICATION

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S BOARD OF EDUCATION, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF NEBRASKA.

§ 3.18.2 ~~To the fullest extent permitted by law~~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 THIS SECTION 3.18 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 INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (I) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY NEBRASKA LAW.

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION,

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TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.19 ANTITRUST VIOLATION

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C. § 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

§ 3.20 CONSTRUCTION WASTE MANAGEMENT

§ 3.20.1 CONSTRUCTION WASTE MANAGEMENT PLAN

The Contractor shall develop a Construction Waste Management Plan consistent with the requirements of the Contract Documents and Construction Documents and with the requirements of the U.S. Green Building Council. The purpose of such plan shall be to identify types and quantities of demolition, site-clearing and construction waste generated by the Work and to determine whether such waste materials will be salvaged, recycled or disposed of in a landfill or incinerator.

§ 3.20.2 SALVAGE AND RECYCLING OF NONHAZARDOUS MATERIAL

§ 3.20.2.1 Pursuant to the Construction Waste Management Plan, the Contractor shall identify and separate all nonhazardous demolition and/or construction waste materials at the Work site which may either be salvaged or be recycled. Salvageable or recyclable materials may include, but not be limited to, metals (including copper, brass, aluminum, structural steel and iron), wood materials, concrete, masonry, asphaltic concrete paving, gypsum board, acoustical ceiling panels and tiles, carpet, equipment, piping, plumbing fixtures, electrical wiring, electrical devices, lighting fixtures, conduit, glass and window systems and frames, and mechanical systems (including heating and ventilating systems units, pumps, and pipes and wiring attendant to such systems).

§ 3.20.2.2 All salvageable and recyclable nonhazardous Work site materials shall remain the sole property of the Owner, unless otherwise provided in the Contract Documents or Construction Documents.

§ 3.20.2.3 Salvageable and recyclable materials so identified and separated shall be inventoried by the Contractor and stored at the Work site in a secure location. All protection must be provided by the Contractor at its own expense and must be maintained throughout the storage period. Salvageable and recyclable materials must not be commingled with other similar materials or equipment, but must be stored separately and must be plainly labeled with the Owner's and Project name. Salvageable and recyclable materials stored at the site must be stored so that they may be readily inspected, measured, and counted, at all times, by the Owner's representatives. The Contractor shall be responsible for any loss through theft or destruction of such materials while on the Work site or other location under the direction and control of the Contractor. As required by the Contract Documents or Construction Documents or upon request of the Owner, the salvageable or recyclable materials shall be transferred to locations for storage, re-use or recycling as determined by the Owner in its sole discretion.

§ 3.20.3 INDEMNIFICATION FOR HAZARDOUS DEMOLITION OR CONSTRUCTION WASTE MATERIALS

In addition to complying with Section 10.4, the Contractor shall indemnify and hold harmless the Owner, Owner's board of education, Owner's consultants, Architect, Architect's consultants, and officers, agents and employees of any of them as follows:

§ 3.20.3.1 If the Contractor or any if its subcontractors fails or neglects to identify any hazardous demolition or construction waste materials or substances at the project site, fails or neglects to identify any hazardous salvageable or recyclable materials at or from the project site, fails or neglects to give written notice of the existence of hazardous materials or substances at the project site to the owner and architect, or fails or neglects to properly render the hazardous materials or substances harmless, then, to the fullest extent permitted by law, the Contractor shall waive and release claims against and shall indemnify and hold harmless the Owner, Architect, Owner's board of education, Architect's consultants, Owner's consultants and officers, agents and employees of any of them, from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to ~~attorneys'~~attorneys' fees, arising out of or ~~resulting from performance of the Work,~~related to such hazardous materials or substances; 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~~including the ~~Work~~work itself~~),~~) including loss of use resulting therefrom, but only to the extent caused ~~by the~~ in whole or in part by willful or negligent acts or omissions of the Contractor, a ~~Subcontractor~~sub-contractor, anyone directly or indirectly employed by them, anyone they control or exercise control over, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage,

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loss or expense is caused in part by ~~a party~~ any willful or negligent acts or omissions of Owner or Owner's consultants or other indemnified ~~hereunder~~parties. 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~~Section 3.18. All costs and expenses so incurred by any of the indemnified parties in that event shall be reimbursed by Contractor to the indemnified parties, and any cost and expenses so incurred by indemnified parties shall bear interest until reimbursed by Contractor, at the rate of interest provided to be paid by the judgment under the laws of the State of Nebraska.

~~**§ 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.~~

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

§ 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~~.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a ~~successor~~new architect ~~as to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a new Architect has been employed by Owner.

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 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 ~~date~~final payment is due, and, with the ~~Architect issues~~Owner's concurrence, from time to time during the ~~final Certificate~~one-year period for ~~Payment.~~correction of Work described 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, unless otherwise modified in writing in accordance with other provisions of the Contract Documents.

§ 4.2.2 ~~The~~ Architect ~~will~~or his authorized representative shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, ~~or as otherwise agreed with the Owner, to become generally familiar with the~~ to inspect the progress, quantity and quality of the ~~portion of the Work~~work completed, to reject any observed nonconforming Work, 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~~ Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not ~~be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site

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observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect ~~will~~ , however, shall not have control over~~, charge of,~~ or responsibility for~~,~~ the Contractor's 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~~ , but this does not relieve Architect of Architect's responsibilities under ~~the Contract Documents, except as provided in Section 3.3.1~~this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

~~**§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.~~**§ 4.2.3** 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 ~~Based~~As further provided in the Contract Documents 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~~shall reject Work that does not conform to the Construction Documents and Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will ~~have authority~~recommend to ~~require~~Owner additional inspection or testing of the Work in accordance with ~~Sections 13.5.2 and 13.5.3~~the provisions of the Contract Documents, whether or not such 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 or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 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~~the Construction Documents and the ~~design concept expressed in the~~ Contract Documents~~.~~ and all applicable laws, statutes, codes and requirements applicable to Architect's design services. 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~~such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, 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 general 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 Construction Documents and 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

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approval of safety precautions or, unless otherwise specifically stated by the Architect, 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. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

~~**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize 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.~~

§ 4.2.8 The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents and do not change the Contract Sum or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner, or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of ~~final completion~~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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and ~~decide matters~~make recommendations 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~~or recommendations 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~~recommendations, 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~~Owner's decisions on matters relating to aesthetic effect ~~will~~shall 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 Construction Documents and 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, at no additional cost to the Owner.

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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 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.

§ 5.1.3 Subcontractors, Sub-subcontractors and material suppliers shall not contact the Architect or the Owner directly. Any information they might need shall be obtained through the Contractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable~~within ten (10) calendar days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect ~~may~~shall reply within 14 calendar days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14- day period shall constitute notice of no reasonable objection. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 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~~When the parties agree on a proposed ~~but rejected~~substitute Subcontractor ~~was reasonably capable of performing~~or if the ~~Work,~~Owner requires use of a specific subcontractor, then the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums shall be allowed for failure to so inspect or investigate.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement~~, written where legally required for validity~~, 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, which the Contractor, by these Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below. 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

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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 The Contractor is fully responsible for acts and omissions of the Subcontractors and persons employed by them or under their control.

§ 5.3.3 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.4 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

.1 assignment is effective only after termination of the Contract either in accordance with Article 14 or abandonment of the Project by the ~~Owner for cause pursuant to Section 14.2~~Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; ~~and~~

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under ~~bond~~bonds relating to the Contract~~.~~; and

.3 the Subcontractor provides bonds as required by law of prime contractors and by Owner

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 ~~Upon such~~Such assignment~~, if the Work has been suspended for more than 30 days, the Subcontractor's compensation~~ shall ~~be equitably adjusted~~not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for ~~increases in cost resulting~~which a subcontractor or material vendor may also be liable.

§ 5.4.3 Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from ~~the suspension~~and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

~~**§ 5.4.3** Upon such 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.~~

§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

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portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15~~The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 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~~ other separate contractors ~~and the Owner in reviewing their construction schedules~~to ensure that the Work remains on schedule. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement~~.~~ between the Owner and Contractor. 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.~~

§ 6.1.4 Additional provisions for separate contracts are included in the Specifications.

§ 6.2 ~~MUTUAL~~CONTRACTOR'S RESPONSIBILITY

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's separate contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's separate contractors. The Contractor shall afford the Owner and separate contractors reasonable site access and opportunity for introduction and storage or staging 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. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's separate contractors. Contractor shall review Owner's contract with Owner's separate contractors and become familiar with the requirements and scope of services contained therein.

§ 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 report in writing to the Architect ~~apparent~~and Owner discovered discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results~~.~~, and shall promptly report in writing to the Architect and Owner if Owner's separate contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor so to report 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 and is performed in a timely manner, except as to defects not then 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.~~

§ 6.2.3.1 If the Architect is required to provide contingent additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the contingent additional services result from negligence or an omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to

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provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

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

§ 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, as amended.

§ 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~~Owner 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. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 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 Construction Documents and the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a Change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 The Contractor shall in no instance commence Work on or provide materials for or make changes in the Work for this Project which will require additional payment from the Owner to the Contractor until the Contractor has requested and obtained in writing either a signed written Change Order or signed written approval from the Architect to proceed with the extra Work. The Change Order or written approval shall not be valid unless signed by a principal of the firm of the Architect's office.

§ 7.1.5 Failure of the Contractor to obtain a written Change Order or written approval from the Architect before commencing such Work shall constitute cause for rejection of request for additional compensation for such work by the Contractor.

§ 7.1.6 Each request for approval or additional work which is to require additional payment from the Owner, or in instances whether credit is to be allowed to the Owner for omission of certain work or materials, shall be accompanied by a price quotation, including a complete cost breakdown of materials, labor, overhead and profit.

§ 7.1.7 The total Contractor mark-up for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 5% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or

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fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 15% of the total cost of the Change in the Work.

§ 7.1.8 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 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 or Guaranteed Maximum Price; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work. NO WORK SHALL BE PERFORMED ON A CHANGE ORDER REQUEST UNTIL A FORMAL CHANGE ORDER HAS BEEN APPROVED IN WRITING BY THE OWNER.

§ 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~~method:

~~.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 7.3.7.~~

§ 7.3.3.1 Changes in the work shall be as established in the contract documents. In the event of a Construction Change Directive that constitutes either an addition to or a deletion from the Scope of the Work for project as established at the time of execution of the contract for construction, the following adjustment shall be made:

§ 7.3.3.1.1 Cost of Work: The actual cost as determined by lump sum pricing and/or unit cost pricing of such additions or deletions to the Scope of the Work shall be added or subtracted from the contract price.

§ 7.3.3.1.2 Adjustments for General Requirements, Supervision and Overhead and Profit: Upon establishment of the Cost of Work of such additions or deletions, the contract price shall be increased for additions and decreased for deletions according to and not to exceed the following;

.1 To Subcontractor for work performed by their own forces - 10% of the actual cost of the addition or deletion from the work.

.2 To Subcontractor for work performed by other then their own forces - 5% of the actual cost of the addition or deletion from the work.

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.3 To Subcontractor's Subcontractor/Material supplier for work performed by Subcontractor's Subcontractor/Material supplier's own forces. - 10% of the actual cost of the addition or deletion from the work.

.4 To Subcontractor's Subcontractor/Material supplier for work performed by other than Subcontractor's Subcontractor/Material supplier's own forces. - 5% of the actual cost of the addition or deletion from the work.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~may, by mutual written agreement, be equitably adjusted.

§ 7.3.5 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~~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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ~~the Architect shall determine the method and~~then the adjustment shall be determined by the Architect on the basis of ~~reasonable expenditures and savings of those~~ the amount by which the Contractor's direct costs have actually been increased over the direct cost of 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~~without the ~~Agreement, or if no such amount is set forth~~Change 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 7.3.7~~ Work. Direct costs shall be limited to the following:

.1 ~~Costs~~Actual costs of labor, including social security, ~~old age and~~ unemployment insurance, ~~fringe benefits required by agreement or custom,~~ and workers' compensation insurance;

.2 ~~Costs~~Actual costs of materials, supplies and equipment, including cost of transportation, ~~whether incorporated or consumed~~used in performing the Change in the Work;

.3 ~~Rental~~Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools~~, whether rented from the Contractor or others~~;; and

.4 ~~Costs~~Actual costs of premiums for all bonds and insurance, and permit fees, ~~and sales, use or similar taxes~~ related to the Work~~; and~~.

~~.5 Additional costs of supervision and field office personnel directly attributable to the change.~~

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 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~~plus the Contractor's allocated percent of profit and overhead as confirmed by the Architect.

~~**§ 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.~~

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§ 7.3.~~10~~9 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~~**§ 7.4.1** With prior written notice to the Owner's representative the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the ~~intent of~~Construction Documents and the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

§ 7.4.2 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

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~~Final Completion of the Work.

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

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment Number 1, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Education, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the notice to proceed shall not relieve the Contractor of his responsibility to comply with Article 11.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) calendar days after the date of Substantial Completion.

§ 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~~stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. ~~The date of commencement of the Work shall not be changed by the effective date of such insurance.~~

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

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the Date of Final Completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 ~~If the~~ **DATE OF COMMENCEMENT AND TIME OF COMPLETION**

Contractor ~~is delayed at any~~ agrees that it will begin work immediately upon receipt of notice to proceed from the Owner, and that it will diligently proceed with said Work such that the same shall be completed ~~within the~~ time ~~frame~~ stated in the bid documents.

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§ 8.3.2 BEST EFFORTS

The Contractor acknowledges that the services to be performed are essential to the effective operation of the Owner and that, therefore, the Contractor will exercise its best efforts to complete the services called for under this Agreement in the minimum time possible and within the time specified in such Work orders as may be issued by the Owner to the Contractor. In the event that the Contractor for good cause shown cannot complete the services for a particular task or phase within the time agreed to, the Contractor shall make a written request to the Owner in accordance with Section 8.3.4 below.

§ 8.3.3 NOTICE OF CONDITIONS CAUSING DELAY

§ 8.3.3.1 Within five (5) working days after the commencement ~~or~~ of any condition which is causing or may cause delay in completion, the Contractor must notify the Owner in writing of the effect, if any, of such condition upon the time progress ~~of the Work by~~schedule and must state why and in what respects, if any, the condition is causing or may cause such delay.

§ 8.3.3.2 Failure to strictly comply with this requirement may, in the discretion of the Owner, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

§ 8.3.4 EXTENSION OF TIME

§ 8.3.4.1 Any extension or extension of time for the completion of the Work may be granted by the Owner subject to the provisions of this section, but only upon written application therefor by the Contractor to the Owner.

§ 8.3.4.2 An application for an ~~act or neglect of the Owner or~~ extension of time must set forth in detail the source and nature of each alleged cause of delay in the completion of the Work, the date upon which each such cause of delay began, ended, or will end, and the number of days' delay attributable to each of such causes. It must be submitted prior to completion of the Work.

§ 8.3.4.3 If such an application is made, the Contractor shall be entitled to an extension of time for delay and completion of the Work caused solely: (1) by the acts or omissions of the Owner, its officers, agents, or employees; (2) by the acts or omissions of the Architect, ~~or of an employee of either, or~~ its officers, agents, or employees; (3) by the acts or omissions of a separate contractor employed by the Owner; ~~or~~(4) by changes ordered in the Work; ~~or~~(5) by ~~labor disputes,~~ fire, governmental actions, unusual delay in deliveries, unavoidable and unforeseeable supervening casualties, or other causes beyond the Contractor's control; ~~or~~(6) by delay authorized in writing by the Owner ~~pending mediation~~.

§ 8.3.4.4 The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Owner may determine to result solely from such causes, and ~~arbitration;~~then only if the Owner may determine to result solely from such causes, and then only if the Contractor shall have strictly complied with all the requirements of this section. The Owner shall make such determination within thirty (30) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.

§ 8.3.4.5 The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently but, if at all, only for the actual period of delay in completion of the Work as determined by the Owner, regardless of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or ~~by~~ omission of the Contractor or of its Subcontractor, if any, and would of itself (regardless of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault, or omission.

§ 8.3.4.6 The granting of an application for an extension of time for causes of delay other ~~causes that the Architect determines may justify delay, then the Contract Time shall be~~ than those herein referred to shall be entirely within the discretion of the Owner. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended ~~by Change Order for such reasonable time as the Architect may determine~~shall in no way operate as a waiver on the part of the Owner or any of its rights under the Contract Documents. Additionally, the Contractor shall not recover any additional compensation for any additional expense caused by such delay or delays.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable 5 DELAY CLAIMS

Contractor represents and warrants that the provisions of Article 15. herein contained for extension of time are fair and adequate and that Contractor has had an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that Contractor shall not have or assert any claim for damages or prosecute any suit, action, cause of action, arbitration claim, or other proceeding against the Owner for such damages arising from any delay or hindrance in the completion of the Work called for in this Agreement caused by an act or omission on the part of the Owner, their agents, servants, employees or otherwise. Contractor agrees that the only possible compensation for any delay is an extension of time.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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. In the event that the Project is a Construction Management at Risk Project, then any use of the term "Contract Sum" in the Contract Documents shall be interpreted to mean "Guaranteed Maximum Price.

§ 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 to the Architect, before the first Application for Payment or in the case of a Guaranteed Maximum Price, within 15 calendar days after establishing the Guaranteed Maximum Price, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702Cmc and G703 shall be used.

§ 9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various. construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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.

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~~§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~

~~§ 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 stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and 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.~~

~~§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.~~

§ 9.3.1 Each Application for Payment to Contractors shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents, which schedule of values shall be updated from time to time as Contracts are awarded or as the Owner determines necessary. The schedule of values shall allocate the entire Cost of the Work among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment of the Subcontractors.

§ 9.3.2 Applications for Payment to Contractors shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage 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 calculating (a) the expense which has actually been incurred by each Subcontractor and/or supplier on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment, divided by (b) the share of the Project budget allocated to that portion of the Work in the schedule of values.

§ 9.3.3 Payments to Contractors shall be subject to retention of not less than ten percent (10%) of the first fifty percent (50%) of the subcontract work, and not less than five percent (5%) for the last fifty percent (50%) of the subcontract work. The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

§ 9.3.4 Contractor shall submit Applications for Payment in quadruplicate 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; 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 the Payment Application includes only Work self performed by Contractor or for which Contractor has been invoiced. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Nebraska. Contractor

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further understands that falsification of Contractor's Application for Payment may justify termination of Contractor's Contract with Owner.

§ 9.3.6 The Owner may approve payment for materials and equipment stored off the site under the following conditions: The Contractor shall furnish and maintain a suitable storage site and proper storage conditions which must be approved in advance by the Owner. Equipment and materials covered by an Application for Payment must be stored above grade, and must be properly protected at all times against weather, heat, cold, moisture, vandalism or theft and other hazards as the material may require. All protection must be provided by the Contractor at its own expense and must be maintained throughout the storage period. Materials and equipment must not be commingled with other similar materials or equipment, but must be stored separately and must be plainly labeled with the Owner's and Project name. Materials and equipment stored at the site must be stored so that they may be readily inspected, measured, and counted, at all times, by the Owner's representatives. Application for Payment for materials and equipment stored off the site must be accompanied by a bill of sale, properly identifying the material and transferring ownership of the materials to the Owner. The bill of sale must be accompanied by an inventory of stored materials or equipment, together with a description of the storage site by street number and city, or by a legal description of the premises. The Contractor agrees that in accepting payment for the materials or equipment stored off the site, it is in no way relieved of responsibility for the safe storage of the material and its safe transportation to, and installation in, the Work or for furnishing and installing the material in strict accordance with Plans and Specifications. The Contractor further agrees that acceptance by the Owner of a bill of sale for stored materials or equipment does not imply acceptance of the same for the purposes of this Contract. Such acceptance shall not occur until completion of the Work by the Contractor and final acceptance thereof by the Owner.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) calendar days after receipt of the ~~Contractor's~~Contractor's Application for Payment, ~~either~~ return the Payment Application to the Contractor as provided in Section 9.3.4; certify, sign and issue to the ~~Owner~~Contractor a Certificate ~~for~~of Payment~~, with a copy to the Contractor,~~ for such amount as the Architect determines is properly due, or notify the Contractor ~~and Owner~~ in writing of the ~~Architect's~~Owner's reasons for withholding certification in whole or in part 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~~that the Architect has observed the progress of the Work ~~and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief~~; determined that, the Work has progressed to the point indicated ~~and~~in the Architect's professional opinion determined that the quality of the Work is in accordance with the Construction Documents and the Contract Documents~~.~~; and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion.. The foregoing representations are subject to an evaluation of the Work for conformance with the Construction Documents and the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Construction Documents and the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect in writing to the Owner 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 material suppliers and other data unless 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. Examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 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

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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 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~~.~~;

.8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

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

~~**§ 9.5.3** 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.~~

§ 9.5.3 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 for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within twenty-one (21) calendar days if Owner disputes the Architect's Certificate for Payment or Contractor's Payment Application, listing the specific reasons for nonpayment. The Owner shall not be deemed in default by reason of withholding payment as provided for in this Section. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven (7) calendar 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. The Contractor shall, within ten (10) calendar days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 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.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact Subcontractors 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, except as may otherwise be required by law. Action on the part of the Owner to require Contractor to pay a Subcontractor shall not impose any liability on Owner.

§ 9.6.5 Contractor payments to material and equipment 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 Payments received by the Contractor from the Owner for Work properly performed by Subcontractors and , or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 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 withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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 **§ 9.7.1** If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount any payments certified by the Architect or awarded by binding dispute resolution, , which is undisputed, due and owing, within thirty (30) calendar days after the date of a Certificate for Payment, then the Contractor may, upon seven ten (10) additional days' calendar days' written notice to the Owner and Architect, the Architect stating that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. The Contract Time If the Owner provides written notice to the Contractor that 1) payment has been made, or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be extended appropriately and the Contract Sum liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provide in compliance with the Contract Documents or the Construction Documents, then the Contractor shall be increased by the amount of the Contractor's provided a reasonable costs of shut down, delay and start up, plus interest opportunity to cure the noncompliance or to compensate the Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as provided for a result of a dispute between the Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven (7) calendar days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) calendar days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional calendar days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then 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 to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due

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to Contractor from the Owner, or

.2 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 Architect has determined that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and Construction Documents so ~~that~~ the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place; substantial completion of all punch list items to be performed by Subcontractors. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use or prevent the Owner from performing its preparatory tasks to make the Work suitable as a school building. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within thirty (30) calendar days. Contractor shall complete Owner's Substantial Completion Certificate.

§ 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~~.~~ (i.e. "punch list"). 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~~.~~ and the Construction 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 Construction Documents or the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, ~~the~~ then the Architect shall so notify the Contractor ~~shall~~and Owner in writing, and 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. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare ~~a~~, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. ~~Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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~~and 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 as required under Section 11.3.1.5 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~~

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~~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~~.

§ 9.9.2 In the event of Partial Occupancy, the Contractor shall ~~prepare~~promptly secure endorsement from its insurance carrier(s), consent from its surety(ies), if any, and ~~submit a list~~shall apply to the ~~Architect~~appropriate public authorities that have jurisdiction over the Work to permit Partial Occupancy.

§ 9.9.3 In the event of Partial Occupancy before Substantial Completion as provided ~~under Section 9.8.2. Consent of~~ above, 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~~cooperate with the Owner in making available for the Owner's use and benefit such building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid portion or portions, the Contractor shall make every reasonable effort to complete such Work or make temporary provisions for such Work as soon as possible so that the aforementioned building services may be put into operation and use. In the event of Partial Occupancy prior to Substantial Completion, provided the Contractor has met all Milestone Dates set forth in the Contract for Construction, mutually acceptable arrangements shall be made between the Owner and the Contractor with respect to the operation and cost of necessary security, maintenance, and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Owner shall assume proportionate and reasonable responsibility for the cost of the above services reduced by any savings to the Contractor ~~or, if no agreement is reached, by decision of the Architect~~for such services realized by reason of Partial Occupancy. Further, mutually acceptable arrangements made between the Owner and the Contractor with respect to such matters shall not be unreasonably withheld, delayed, or conditioned.

§ 9.9.2 ~~Immediately prior to such partial occupancy or use,~~**4** In each instance, when the Owner~~,~~ elects to exercise its right of Partial Occupancy, as described herein, the Owner will give the Contractor and Architect advance written notice of its election to take the portion or portions involved, and immediately prior to Partial Occupancy, 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~~conditions of the Work.

§ 9.9.3 ~~Unless otherwise agreed upon, partial occupancy~~ **5** Partial Occupancy, or use of a portion or portions of the Work, or installation of furnishings and equipment shall not: (1) constitute evidence of Substantial Completion or Final Completion; (2) constitute acceptance of any Work ~~not complying with the requirements of~~or portions of any Work; (3) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in or malfunctioning of any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents; or (4) commence any warranty period under the Contract Documents, provided that the Contractor shall not be liable for ordinary wear and tear resulting from such Partial Occupancy.

§ 9.9.6 Subject to the terms and conditions provided herein, if Contractor claims that delay or additional cost is involved because of Partial Occupancy by Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents.

§ 9.9.7 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project and Contractor has purchased Builder's Risk Insurance pursuant to Section 11.3.1.2, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage would not otherwise provide such coverage. By appropriate Change Order, the cost of the endorsement shall be charged to the Owner.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly prepare, sign and make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue Owner's Certificate of Final Completion and a final Certificate for Payment ~~stating that~~certifying to the ~~best of the Architect's knowledge, information and belief, and~~Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and Construction Documents and that the entire balance, including all retainages 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

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entitled to final payment have been fulfilled. Final payment shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706 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~~evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least ~~30~~thirty (30) calendar days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707 consent of surety, if any, to final payment, and (5~~), if required)~~ except for amounts currently withheld by ~~the~~ Owner~~,~~ other data establishing payment or satisfaction of obligations, such as AIA Document G706A; notarized subcontractor's liens release; and (6) receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Section 10.6, 10.7, and 10.8;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.4 Maintenance and Instruction Manuals;

.5 Owner's Final Completion Certificate; and

.6 Record drawings and "as built" drawings. At the completion of the Project, the Contractor shall submit one complete set of "as built" drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-built" record drawings shall delete the seal of the Architect and//or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

.7 Return of any Owner facility and buildings door and entryway keys, if any, provided to Contractor to facility work.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) calendar days after Owner's Board of Education has voted to accept the Work and approve Final Payment.

§ 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 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 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~~and it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any 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; or~~

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~~.3 terms of special warranties required by the Contract Documents.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously ~~made in writing~~asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY BOARD OF EDUCATION

§ 9.11.1.Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the Owner to pay the Contract Sum or any part thereof shall be contingent upon the availability of funds specifically approved by formal action of the Board of Education for the Owner for the purpose of payment of the Contract Sum or any part thereof.

§ 9.11.2 It is agreed that the obligations of the Contractor herein are expressly contingent upon reasonable proof to the Contractor that the Owner has funds specifically approved by formal action of the Board of Education for the Owner for the purpose of payment of the Contract Sum or any part thereof.

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.~~

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC § 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards. This requirement applies continuously twenty-four (24) hours per day during the Construction Phase of the Project. Additionally, the Contractor shall comply with all safety standards and directives of the Owner's risk management consultants, including the consultants under any Owner Controlled Wrap-Up Insurance Program.

§ 10.1.2 The Contractor expressly agrees that it is in charge of and in control of the Work and that it shall have sole exclusive responsibility to assure the safety of the Work. Neither the Owner nor the Architect is in charge of the Work or in control of the execution of the Work. The obligation of the Contractor under this Section 10.1.2 shall be construed to include, but not be limited to, injury or damage because the Contractor, its agents, and employees failed to use or misused any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds or equipment, whether or not owned or furnished by the Contractor. The Contractor expressly agrees that it is exclusively responsible for compliance with OSHA and local regulations for construction and that it is the employer within the meaning of those regulations. Any provision in the Contract Documents in conflict with this Section shall be null and void. It is the express intent of the parties that this provision be given broad and liberal construction to effectuate the intent of the parties that the Contractor, and not the Architect or Owner, is in charge of the Work.

§ 10.1.3 The Contractor shall be required in compliance with the Asbestos Hazard Emergency Response Act of 1996 to certify that all products and materials supplied as part of this Project shall be free of asbestos.

§ 10.1.4 The Contractor shall be required to submit to the Owner, with a copy to the Architect and Contractor, written certificates from all known suppliers and Subcontractors that all materials and equipment used in the potable water system are lead free and that formaldehyde levels of all materials do not exceed acceptable levels established by H.U.D.

§ 10.1.5 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug

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paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

§ 10.1.6 Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.7 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and Contractor agrees that Contractor's representatives, employees, agents, and sub-contractors will abide by same.

§ 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, school personnel, students, and other persons on Owner's premises and other persons who may be affected thereby including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

.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 or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as other buildings, and their contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, 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. More specifically, the Contractor shall give notice in writing at least forty-eight (48) hours before breaking ground, to all persons, public utility companies, owners of the property having structures or improvements in proximity to the site of the Work, and persons in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operations in order to provide them with time to remove any obstruction for which they are responsible and to take action to properly protect their property.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. 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. Contractor shall provide reasonable full protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

~~**§ 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.~~

§ 10.2.4 The Contractor shall exercise the utmost care so as not to endanger life or property in the prosecution of the Work. If the Contractor is negligent, the Contractor will be responsible for any and all damages, claims and of the defense of all actions against Owner and Architect resulting from the failure to exercise such care. Explosives or other hazardous materials shall not be employed in the prosecution of the Work.

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§ 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~~, except damage or loss 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 load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury, when all or a portion of the Work is suspended for any reason.

§ 10.2.9 Contractor's obligations under Section 10.2 as let each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project

§ 10.2.10 The Contractor shall promptly report to the Architect and Owner or their designated representatives in writing all accidents arising out of or in connection with the Work that caused death, personal injury or property damage. This report shall give full details, including statements of witnesses, hospital reports and other information in the possession of the Contractor. In addition, in the event of any serious injury or damage, the Contractor shall immediately notify the Owner and Architect by telephone of such accident.

§ 10.2.11 The duty of the Architect to conduct construction review of the Contractor's performance does not include review of the adequacy of the Contractor's safety measures in, on, or near construction sites.

§ 10.2.12 Utilities or other services indicated to be abandoned shall be maintained in service as required until new facilities are provided, tested and ready for use. The Contractor shall schedule Work so that it does not necessitate long periods of shut-down of existing facilities and these shut-downs shall be coordinated with the Owner.

§ 10.2.13 All improvements on or about the site and adjacent property which are not to be altered, removed or otherwise changed shall be returned to the conditions which existed prior to initiation of the Work.

§ 10.3 INJURY OR DAMAGE TO PERSON OR PROPERTY

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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.~~3~~4 HAZARDOUS MATERIALS

§ 10.~~3~~4.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. The use or storage of explosives or other hazardous materials shall not be permitted on this project. If the Contractor encounters a hazardous material or substance 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), mercury, or lead, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. If Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

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§ 10.~~3~~4.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up~~The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

~~**§ 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.~~

§ 10.~~3~~4.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, BOARD OF EDUCATION, 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 SECTION 3.18.

§ 10.4.4 The Owner shall not be responsible under this Section 10.~~3~~4 for materials or substances the Contractor brings to the site ~~unless such materials or substances are required by the Contract Documents~~. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

~~**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.~~

~~**§ 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 indemnify the Contractor for all cost and expense thereby incurred.~~

§ 10.4.5 IF THE CONTRACTOR FAILS OR NEGLECTS TO TAKE REASONABLE STEPS TO IDENTIFY HAZARDOUS MATERIALS OR SUBSTANCES AT THE PROJECT SITE, FAILS OR NEGLECTS TO GIVE WRITTEN NOTICE OF THE EXISTENCE OF HAZARDOUS MATERIALS OR SUBSTANCES IDENTIFIED AT THE PROJECT SITE TO THE OWNER AND ARCHITECT, OR FAILS OR NEGLECTS TO PROPERLY RENDER THE IDENTIFIED HAZARDOUS MATERIALS OR SUBSTANCES HARMLESS, THEN, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S BOARD OF EDUCATION, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO SUCH HAZARDOUS MATERIALS OR SUBSTANCES; 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

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PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. 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 SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF NEBRASKA.

§ 10.5 EMERGENCIES

§ 10.5.1 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.~~

§ 10.5.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.6 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 10.6.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor."

§ 10.6.2 Final Payment shall not be made until this written certification has been received.

§ 10.7 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 10.7.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.7.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.8 HAZARDOUS MATERIALS CERTIFICATION

§ 10.8 The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 See AIA A101 Exhibit A. ~~The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and~~

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completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

See AIA A101, Exhibit A.The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 BUILDER'S RISK INSURANCE

Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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§ 11.3.1.1 See AIA A101, Exhibit A.~~Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

§ 11.3.1.24 This property insurance for the Project shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit. Sub-limits will apply with respect to transit and off-site insurance coverages. Contractor shall consult and coordinate with Owner on the sub-limit levels for transit and off-site insurance coverage. Contractor shall be responsible for any loss of materials in excess of the applicable transit and off-site storage sub-limit coverage for the Project.

~~**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.1.3 The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.7.

§ 11.3.1.4 Insurance provided by the Owner in favor of the Contractor and Subcontractors as described in this Section § 11.3 shall not extend to vendors or suppliers of the Contractors or Subcontractor not performing work at the Project Site.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.~~ The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the ~~site~~Project 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, the Owner shall waive all rights in accordance with the terms of

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Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least ~~30~~thirty (30) calendar days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The ~~Owner or~~ foregoing waiver afforded the Architect, his/her agents, and employees shall not extend to the liability imposed by Section 3.18.3. The Contractor~~, as appropriate,~~ shall require ~~of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the~~the Contractor's subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated ~~herein.~~in this Section 11.3.7. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Contractor shall be responsible for payment of the deductible, if any, in the event of an insured loss arising out of Contractor's Work.

§ 11.3.8 ADJUSTMENT OF LOSS

A loss insured under the Owner's ~~property~~builder's risk insurance 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 11.3.10. Each Contractor shall be a named insured. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach~~, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor.~~ If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 ADJUSTMENT AND SETTLEMENT OF LOSS BY OWNER

The Owner as fiduciary shall have power to adjust and settle a loss with insurers~~ unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and~~. The Contractor ~~as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution~~shall pay all subcontractors their just shares of insurance proceeds~~,~~ received by the Subcontractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with ~~the directions of the arbitrators.~~ such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.11 Partial occupancy or use shall not commence until the insurance company or companies providing this property insurance have consented to such partial occupancy or use in writing by endorsement or otherwise. The

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Owner and the Contractor shall take reasonable steps to obtain such consent of the insurance company or companies and shall take no action without written mutual consent that would cause cancellation, lapse or reduction of this insurance.

§ 11.4 PERFORMANCE ~~BOND~~ AND PAYMENT BOND

§ 11.4.1 The ~~Owner shall have the right to require the~~ Contractor ~~to~~shall, as required by Neb. Rev. Stat. § 52-118, furnish separate payment bonds, as necessary, and bonds covering faithful performance of the Contract and payment of obligations arising thereunder ~~as stipulated in bidding requirements or specifically required in the Contract Documents on the date of~~ with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 11.4.2 The Contractor shall deliver the required bonds to the Owner not later than five (5) business days after execution of the Contract by the Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ ~~11.4.2~~ 11.4.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of~~ All bonds ~~covering payment of obligations arising under the Contract, the~~ shall be originals. The Contractor shall ~~promptly furnish a~~ require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Nebraska. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or ~~shall authorize~~other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

§ 11.4.5 Owner, in its sole discretion, may take any actions it deems necessary or prudent with regard to payments certified to be due to Contractor upon notice of third party claims filed or reasonable evidence indicating probably filing of such claims against any payment bond supplied by Contractor or reasonable evidence of the failure of the Contractor to make payments property to Subcontractors for labor, materials or equipment. Such actions by the Owner may include, but not be limited to, withholding payments certified to be due to Contractor, joint-paying any checks to the Contractor and the bond Surety, and/or following Contract payment instructions from the bond Surety. The Owner shall not be deemed in default by reason of any actions or inactions regarding payments as provided for in this Section. Any actions or inactions by the Owner with regard to payments to Contractor shall not be deemed nor constitute a ~~copy to be furnished~~waiver by Owner of any rights, defenses or claims against Contractor.

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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, 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 or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents or Construction Documents, whether discovered before or after 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.

§ 12.2.1.2 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5 and as a material term of the contract between the Owner and the Contractor, 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Construction Documents or the Contract Documents, the Contractor shall correct it promptly without additional cost to the Owner after receipt of written 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~~ 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~~the Work as provided in Section 12.2.2.1.1.

§ 12.2.2.1.1 Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents or Construction Documents, including any warranty obligations, expressed or implied, or periods of limitation and repose. THE CONTRACTUAL ONE YEAR PERIOD FOR CORRECTION OF THE WORK IS IN ADDITION TO ALL WARRANTY OBLIGATIONS OF THE CONTRACTOR AND SHALL NOT BE APPLIED TO LIMIT ANY APPLICABLE STATUTORY PERIOD OF LIMITATION OR REPOSE. ALL WARRANTIES SHALL COMMENCE NO EARLIER THAN THE SUBSTANTIAL COMPLETION DATE OF THE ENTIRE PROJECT AND SHALL EXTEND FOR A PERIOD ALLOWED BY APPLICABLE BY LAW.

§ 12.2.2.1.2 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) business days after written notice, then Owner may, upon ten (10) additional business days' written notice, sell the removed materials and equipment in accordance with ~~Section 2.4~~Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The contractual 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 The contractual one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, but only as to that corrected 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 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.

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum or Guaranteed Maximum Price shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 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 effect whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the ~~law~~laws of the ~~place where the Project is located except that, if the parties have selected arbitration as the method~~State of ~~binding dispute resolution, the Federal Arbitration Act~~Nebraska, and any litigation shall ~~govern Section 15.4~~be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Cass County, Nebraska.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~Neither party to the Contract shall assign the Contract ~~as a~~in whole or in part without written consent of the other. If either party attempts to make such 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~~invalidity of any part or provision 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~~. The Contractor~~ shall ~~execute all consents reasonably required to facilitate such assignment~~not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contact Documents.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; ~~or~~ if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Notice may also be made by facsimile transmission to the last business number known to the party giving

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notice. In such case, notice will be deemed received upon electronic confirmation of receipt. The party making such facsimile transmission shall also forward a copy of such notice by regular mail. Each party to the Contract shall provide all other parties with the facsimile telephone number to which all official notices should be sent.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. having jurisdiction. 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. which shall be included in the Cost of the Work. Provided, however, Owner shall bear all costs of inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner. 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.1.1 Special Inspection and Special Testing in addition to the test and inspections required of the Contractor: The Owner will employ Special Inspector(s) as required by the applicable building code. The Contractor shall be responsible for coordinating, notifying, and scheduling all special inspections and special testing in order to maintain the progress of the work. The Contractor shall give the Architect timely notice of when and where special inspections and special tests are to be made so that the Architect may be present for such procedures. The Owner shall bear the costs of any special inspections and special testing performed under this subsection 13.5.1.1.

§ 13.5.2 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 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangementsthen the Owner shall provide or contract 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 13.5.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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 with a copy to the Owner.

§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.6 INTEREST

~~Payments~~Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as ~~the parties may agree upon in writing~~ provided by Neb. Rev. Stat. § 81-2404. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or~~, in~~ Contractor's Certificate for Payment for the ~~absence thereof, at~~ Architect, if Owner's Board of Education meets more than once per month. Any such payment shall be deemed overdue on the ~~legal rate prevailing~~forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from ~~time to time at~~ the ~~place where the Project is located~~Architect, if Owner's Board of Education meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.7 TIME LIMITS ON ~~CLAIMS~~LITIGATION

The Owner and Contractor shall commence all ~~claims and causes of action~~litigation, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the ~~final~~ dispute resolution method selected in the Agreement and within the time period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work.

§ 13.8 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.8.1 The ~~Owner and~~ Contractor ~~waive all claims~~and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and ~~causes of action not commenced~~applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.8.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

§ 13.9 CONTRIBUTIONS UNDER NEBRASKA EMPLOYMENT SECURITY LAW

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq., as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

§ 13.10 STORAGE AND DISPOSAL OF HAZARDOUS WASTE

Fines, penalties and any other action ordered by the U.S. Environmental Protection Agency or Nebraska Department of Environmental Quality arising from the performance of the Work, but excluding preexisting site conditions, are the responsibility of the Contractor and shall not be recoverable from the Owner in any fashion.

§ 13.11 WARRANTY OF EXAMINATION OF CONSTRUCTION DOCUMENTS

By signing this Agreement the Contractor does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each Contractor performing the Work shall also agree, certify, warrant and represent to the Owner that their bids have been based on a full and complete examination of the Contract Documents and Construction Documents, including as determined necessary site examination; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the Owner in considering the firm's bid. The Contractor understands it is its responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by the Contractor or a Subcontractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the Contractor or terminate any contract with the Owner. The Contractor and any Subcontractor by entering into an Agreement with the Owner consents and agrees to comply at all times with all Owner policies, regulations, directives, and practices.

§ 13.12 VERIFICATION OF IMMIGRATION STATUS

The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal

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Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

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

§ 13.13 EXCLUSION OF PERSONS WITH CRIMINAL RECORDS

By signing this Agreement, the Contractor does hereby agree, certify, warrant and represent on behalf of itself and all Subcontractors that no person shall be assigned to work on the Project with a "disqualifying criminal history" pursuant to Section 3.4.8 herein.

§ 13.14 RECORDS

§ 13.14.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within fourteen (14) calendar days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.14.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with ~~this Section 13.7~~the provisions of Section 13.14.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.14.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.14.1.

§ 13.14.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.14.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.14.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) calendar days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.15 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.15.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.15.2 Neither Architect nor Contractor shall disclose any confidential information which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information or employee information.

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§ 13.15.3 The parties acknowledge that, as a political subdivision of the State of Nebraska, Owner is subject to, and must comply with, the provisions of the Nebraska Records Management Act.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ninety (90) consecutive calendar days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.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 of disputed sums due on ~~a~~an approved Certificate for Payment within the time stated in the Contract Documents~~; or~~.

~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 calendar 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 then, after the applicable time period, the Contractor may, upon ~~seven~~twenty (20) calendar days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, ~~including reasonable overhead and profit, costs~~and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred ~~by reason~~to the date of ~~such~~ termination~~, and damages.~~ .

§ 14.1.4 If the Work is stopped for a period of ~~60~~ninety (90) consecutive calendar days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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~~twenty (20) additional calendar days' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.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.

.5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in worker misconduct in violation of Section 3.3.2 or engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.7 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action~~subject to any prior rights of the surety, 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 (7) calendar days' written 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. Any further payment shall be limited to amounts earned to the date of termination.

§ 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~~,~~ 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,~~Architect upon application~~, and this~~. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within fourteen (14) calendar days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Sections 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 If the Contractor is declared by the Owner to be in default under the Contract, then the Contractor's Performance Bond Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 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 The Contract Sum and Contract Time ~~shall~~may be adjusted, by mutual agreement for increases in the cost and time caused by suspension, delay or interruption as described in 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.

§ 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. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Education has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

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§ 14.4.2 Upon receipt of written 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 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed~~,~~ and ~~costs~~for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred ~~by reason~~to the date of ~~such termination, along with reasonable~~termination. Such payment shall not cause the Contract Sum to be exceeded. Such payment shall not include overhead and profit ~~on the~~for Work not executed.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by ~~one of~~ the ~~parties~~Contractor seeking, as a matter of right, payment of money, interpretation of the Contract terms, extension of 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.~~Project or the Work. The responsibility to substantiate Claims shall rest with the ~~party making the Claim~~Contractor.

§ 15.1.2 NOTICE OF CLAIMS

Except as otherwise provided in Section 8.3, Claims by ~~either~~ the ~~Owner or~~ Contractor must be initiated by written notice to the ~~other party~~Owner 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~~Contractor must be initiated within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the ~~claimant~~Contractor first ~~recognizes~~knew or should have known of the condition giving rise to the Claim, whichever is ~~later.~~ earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representative. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent that the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Any claim or portion of a claim by Contractor that has not been made the specific subject of a Notice within ninety (90) calendar days after the occurrence of the event giving rise to such claim or within ninety (90) calendar days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier, shall be waived. Contractor agrees that this is a reasonable notice requirement under Nebraska law.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents. ~~The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.~~

§ 15.1.4 CLAIMS FOR ADDITIONAL COST OR AN INCREASE IN THE CONTRACT SUM

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum, written notice as provided herein shall be given ~~before proceeding to execute the Work~~to Owner and Architect. Prior notice is not

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required for Claims relating to an emergency endangering life or property arising under Section 10.~~4~~5. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Education, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

~~§ 15.1.5.2~~§ 15.1.5.2 Extensions of time will not be granted for delays caused by inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

§ 15.1.5.3 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 and unusually severe for the period of time, could not have been reasonably anticipated and ~~had an adverse effect~~prevented the execution of major items of work on ~~the scheduled construction~~normal working days.

§ 15.1.5.4 Time extensions for adverse, unusually severe weather. The procedure for determination of time extensions for unusually severe weather is set forth in this Section.

§ 15.1.5.4.1 Adverse weather means atmospheric conditions at the Project location and at a definite time that are unfavorable to construction activities. For purposes of this Section, adverse weather includes precipitation at the Project location during the 24-hour period constituting a work day in a total, cumulative amount in excess of one-half (0.5) inch of rainfall or the equivalent of one-half (0.5) inch of rainfall if precipitation is other than rainfall.

§ 15.1.5.4.2 Adverse weather means weather that is more severe and abnormal, in magnitude or duration or both, than bad weather that should be expected and anticipated for the season and the Project location.

§ 15.1.5.4.3 Actual adverse weather days means days where adverse weather, or the results of adverse weather, prevented Contractor's work on critical Work activities for fifty percent (50%) or more of Contractor's scheduled work day.

§ 15.1.5.4.4 The following listing defines monthly anticipated adverse weather delay work days for the Contract period. Contractor's construction schedule, including the critical path schedule, during the term of the Agreement must reflect these anticipated adverse weather delay work days in all weather-dependent Work activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
8	5	3	4	6	4	5	5	3	2	3	6

§ 15.1.5.4.5 Contractor must adequately and sufficiently document actual adverse weather days in Contractor reports. Adequate and sufficient documentation is such that an independent third-party, including the Initial Decision Maker and the Owner, could determine that adverse weather conditions existed and that the requirements of an actual adverse weather day were met. For purposes of clarity, charts showing only daily cumulative rainfall amounts are insufficient to adequately and sufficiently document actual adverse weather days. Contractor's failure to adequately and sufficiently document conditions to show actual adverse weather days may result in rejection of Contractor's claim.

§ 15.1.5.4.6 The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in the schedule above has been exceeded in a particular month, Contractor may submit a claim to the Initial Decision Maker for consideration.

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§ 15.1.5.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of weather delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.5.adver Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.6.1 Except as provided and subject to the provisions herein, the Contractor and the Owner waive claims against each other for consequential damages arising out of or relating to the subject matter of this Agreement.

§ 15.1.6.2 The mutual waiver in § 15.1.6.1 applies only to the extent: (1) the party against whom the claim for consequential damages is made has obtained and maintained the insurance coverages and limits required by the Agreement and the Contract Documents; (2) such insurance specifically allows claims for consequential damages up to the specific policy limits; (3) the insurance covers the event and consequential damages at issue, and (4) for such amounts in excess of the actual recovery of insurance proceeds by the claiming party.

§ 15.1.6.3 The mutual waiver in § 15.1.6.1 shall not apply to the following: (1) specific items of damage allowed for in this Agreement and in the Contract Documents; and (2) assessment of liquidated damages by the Owner against the Contractor, but only if provided and allowed for in the Agreement.

§ 15.1.6.4 Notwithstanding anything in the Agreement to the contrary, the Contractor waives all claims against the Owner for consequential damages incurred by the Contractor for any office expenses, for personnel, for loss of financing, business and reputation, and for loss of profit, except anticipated profit directly from the Work.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2 ~~INITIAL DECISION~~.1 RECOMMENDATION OF ARCHITECT

§ 15.2.1 ~~Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10~~Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the ~~Initial Decision Maker~~Architect for written recommendation. An initial ~~decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded~~recommendation by ~~this Section 15.2.1, an initial decision~~the Architect shall be required as a condition precedent to mediation ~~of any Claim~~ or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless thirty (30) calendar days have passed after the Claim has been referred to the ~~Initial Decision Maker~~Architect with no ~~decision~~recommendation 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~~ by the Architect.

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§ 15.2.2 The ~~Initial Decision Maker~~Architect will review Claims and within ~~ten~~fourteen (14) calendar days of the receipt of ~~a~~the Claim take one ~~or more~~ of the following actions: (1) request additional supporting data from the ~~claimant~~Contractor, or (2) make a ~~response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest~~ written recommendation to the Owner, with a ~~compromise, or (5) advise the parties that the Initial Decision Maker is unable~~copy 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.~~ the Contractor.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~Architect 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~~Architect in making a written recommendation.

§ 15.2.4 If the ~~Initial Decision Maker~~Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ~~ten~~fourteen (14) calendar days after receipt of such request, and shall either ~~(1)~~ provide a response on the requested supporting data, ~~(2)~~ advise the ~~Initial Decision Maker~~ Architect when the response or supporting data will be furnished or ~~(3)~~ advise the ~~Initial Decision Maker~~Architect 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~~ Following receipt of the Architect's written recommendation regarding a Claim, ~~or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision~~the Owner and Contractor shall ~~(1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving~~attempt to reach agreement as ~~the Initial Decision Maker, of~~ to any ~~change in~~ adjustment to the Contract Sum or Guaranteed Maximum Price and/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~~. If no agreement can be reached, then either party may ~~file for~~request mediation of ~~an initial decision at any time, subject to the terms of~~ the dispute pursuant to Section 15.~~2.6.1~~3.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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**~~**§ 15.2.6** Upon receipt of a Claim against the Contractor~~,~~ or at any time thereafter, the Architect or 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~~Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the ~~surety's~~surety's assistance in resolving the controversy.

~~**§ 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.~~

§ 15.3 ALTERNATIVE DISPUTE RESOLUTION

§ 15.3 ~~**MEDIATION**~~

~~**§ 15.3.1** Claims, disputes, or other matters in controversy~~**.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived ~~as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 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~~ under the terms of 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~~

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~~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~~ Documents, may by mutual agreement of the Owner and Contractor, after written recommendation by the Architect or thirty (30) calendar days after submission of the Claim to the Architect, be subject to mediation.

~~§ 15.3.3 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~~§ 15.3.2 If the parties agree to resolve their Claims by mediation, such mediation shall be subject to and in accordance with the Nebraska Uniform Mediation Act.. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the mediation shall be conducted by a mediation center approved by the Nebraska Office of Dispute Resolution.

§ 15.3.3 If mediation is agreed to by the parties, the parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within Cass County, Nebraska, unless another location is mutually agreed upon~~.~~ by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Education, signed by the parties if approved by the Board of Education, and, if signed, shall thereafter be enforceable as ~~settlement agreements in any court having jurisdiction thereof~~provided by the laws of the State of Nebraska.

§ 15.3.4 A party may elect at anytime to resolve their claim though litigation pursuant to Section 13.1.

§ 15.4 NO ARBITRATION

~~**§ 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. 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** Either party, at its sole discretion, 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** Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.~~

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part

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User Notes: ~~(2033791541~~ (1968191310)

hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Nebraska, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Nebraska. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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User Notes: ~~(2033791541~~ (1968191310)

DRAFT

AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «» day of «» in the year 2026
(In words, indicate day, month and year.)

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

Plattsmouth Community Schools – High School turf and track replacement project

THE OWNER:
(Name, legal status and address)

Cass County School District 13-0001, a/k/a Plattsmouth Community Schools,
A political subdivision of the State of Nebraska
1912 East Highway 34
Plattsmouth, NE 68048

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor 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.

ARTICLE A.2 OWNER'S INSURANCE

§ A.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 A.2 ~~and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3~~. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 ~~Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, t~~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~~State of Nebraska, 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 A.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, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees.~~

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.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.)

Causes of Loss	Sub-Limit
Not Applicable	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.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 Contractor'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.)

Coverage	Sub-Limit
Not Applicable	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.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.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the ~~Owner~~ Contractor shall be responsible for all loss not covered because of such deductibles or retentions except the Owner shall be responsible for all losses not caused by the willful or negligent acts or omissions of Contractor or any employees, agents, representatives or subcontractors of Contractor.

§ A.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 A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor 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.

§ A.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 A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.

The Owner ~~shall~~ may 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.)

[« »] **§ A.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.

« »

[« »] **§ A.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.

« »

[« »] **§ A.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.

« »

[« »] **§ A.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.

« »

[« »] **§ A.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.

« »

[« »] **§ A.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.

« »

[« »] **§ A.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.

« »

§ A.2.5 Other Optional Insurance.

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

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(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.)

[« »] **§ A.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.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) at least five business days after execution of the Contract and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) 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~~ Certificate for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on all of Contractor's insurance policies, except Contractor's workers compensation insurance and professional liability insurance, if any. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies and any endorsements will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 calendar days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. If any of the insurance coverages are required to remain in force after final payment, an additional certificate of insurance, policy, and endorsement evidencing continuation of such insurance coverage, including coverage for completed operations, shall be submitted with the final Certificate for Payment, as required by AIA A201 General Conditions as amended for this Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance, shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy, Contractor shall provide Owner written notice of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by the AIA A201 General Conditions as amended for this Project. The Contractor shall retain all required certificates of insurance for the duration of the Project and for five years thereafter~~the Contractor's Commercial General Liability and excess or umbrella liability policy or policies~~.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor and all subcontractors shall cause the commercial general liability, automobile liability, excess liability, and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance and professional liability insurance if any, to be endorsed 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 Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall

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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.

§ A.3.1.4 Occurrence Basis. All insurance policies shall be written on an occurrence basis.

§ A.3.1.5 Waiver of Subrogation. All insurance policies shall contain a blanket waiver of subrogation in favor of Owner, Architect and Architect's consultants on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ A.3.1.6 Primary Non-Contributory. All insurance policies shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ A.3.1.7 All insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ A.3.1.8 Subcontractor Insurance. The Contractor shall require all subcontractors to provide and maintain separate Commercial General Liability, Automobile Liability, Workers' Compensation, Employer's Liability, Professional Liability (if applicable), and Umbrella Excess Liability insurance coverages at the subcontractors' own expense. Such subcontractor insurance policies shall include and meet all of the requirements contained in this Article A.3.1.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor and each of the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in 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~~State of Nebraska. The Contractor 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:~~. The insurance required by this Section shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater. Insurance coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The limits of liability for such insurance shall be in at least the following amounts as specified below. ~~*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence ~~form~~ basis with annual unencumbered policy limits of not less than One Million Dollars ($ $1,000,000) each occurrence, and Two Million Dollars ($ $2,000,000) general aggregate, ~~and Two Million Dollars ($ $2,000,000) aggregate for products-completed operations hazard,~~ providing coverage for claims including

.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, with policy sub-limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property, in broad form and with policy sub-limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate;

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.4 bodily injury or property damage arising out of the Work and out of products and completed operations, with policy sub-limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, said coverage to be maintained for three years after Final Completion (to be maintained for a period of three years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its subcontractors, and Owner; ~~and~~

.5 the Contractor's contractual liability, including but not limited to construction contracts and subcontracts and Contractor's indemnity obligations under ~~Section 3.18 of~~ the General Conditions with policy sub-limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and

.6 damages resulting from premises operations, with policy sub-limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and

.7 General Aggregate per Project endorsement.

§ A.3.2.2.2 The ~~Contractor's~~ Commercial General Liability policy under this Section A.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 Contractor'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.

§ A.3.2.2.3 Commercial General Liability miscellaneous provisions:

.1 Deductible for the insurance policy shall not exceed $10,000 per occurrence;

.2 Additional insured endorsement shall cover vicarious liability, including completed operations;

.3 Policy shall have removed fellow employee exclusion;

.4 Policy may contain a modified notice of occurrence for supervisors and up; and

.5 Policy may exclude coverage for asbestos, nuclear energy, engineer's and architect's errors and omissions.

§ A.3.2.3 Automobile Liability written on an occurrence basis covering vehicles owned, hired and non-owned, or any other vehicles used, by the Contractor, with a combined single policy limits of not less than One Million Dollars ($ $1,000,000) per ~~accident~~occurence, 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.

§ A.3.2.4 The Contractor may not 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 A.3.2.2 and A.3.2.3, and~~ ~~i~~In no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.5.1 A copy of a current certificate of insurance showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project. The Contractor must provide a certificate of insurance to the Owner upon execution of the Contract. If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of insurance with the Owner showing that coverage has been extended.

§ A.3.2.5.1.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

§ A.3.2.5.1.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, direct or leased employees of any such entity, or direct or leased employees of any entity that furnishes persons to provide services on the Project.

§ A.3.2.5.1.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.5.1.4 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

- **.1** A separate and current certificate of insurance, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- **.2** No later than seven days after receipt by the Contractor, a new certificate of insrance showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ A.3.2.5.1.5 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ A.3.2.5.1.6 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ A.3.2.5.1.7 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

- **.1** Provide coverage for all of its employees providing services on the Project for the duration of the Project;
- **.2** Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
- **.3** Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- **.4** Obtain from each other person with whom it contracts, and provide to the Contractor:
  - **.1** A certificate of coverage, prior to the other person beginning work on the Project; and
  - **.2** A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

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.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ A.3.2.5.1.8 By signing the Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.5.1.9 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ $1,000,000) each accident, One Million Dollars ($ $1,000,000) disease each employee, and One Million Dollars ($ $1,000,000) disease policy limit.

§ A.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

§ A.3.2.8 If the Contractor, or any subcontractor, is required to furnish professional services as part of the Work, the Contractor or subcontractor, whichever is actually performing the Work, shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than the following:~~« » ($ « ») per claim and « » ($ « ») in the aggregate.~~

.1 Annual Unencumbered Limits of Liability (minimum)

	Occurrence	Aggregate
Contract Sum < $500,000	$1,000,000	$1,000,000
$ 500,000 ≤ Contract Sum < $ 10,000,000	$2,000,000	$2,000,000
Contract Sum ≥ $ 10,000,000	$3,000,000	$3,000,000

.2 Aggregate per Project Endorsement

.3 Deductible for the insurance policy shall not exceed $10,000 per occurrence;

.4 The insurance shall remain in full force and effect for a period of three (3) years after the termination of the Agreement or the completion of the Contractor's services hereunder, whichever occurs later in time;

.5 The obligation to maintain Professional Liability insurance coverage shall survive termination of the Agreement;

.6 The policies shall provide a blanket waiver of subrogation in favor of Owner and Architect; and

.7 For purposes of this subsection, "Contract Sum" shall mean (a) the amount under the Contractor's contract with the Owner when determining the Contractor's Professional Liability insurance limits and (b) the amount under the subcontractor's contract with the Contractor when determining the subcontractor's Professional Liability insurance limits.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($ $1,000,000) per claim and One Million Dollars ($ $1,000,000) in the aggregate.

§ A.3.2.10 [omit]~~Coverage under Sections A.3.2.8 and A.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 « » ($ « ») in the aggregate.~~

§ A.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.~~[omit]

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§ A.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 One Million Dollars ($ $1,000,000) per claim and Two Million Dollars ($ $2,000,000) in the aggregate.

§ A.3.2.13 Umbrella Excess Liability with policy limits of not less than the following amounts:

.1	Annual Unencumbered Limits of Liability (minimum)	Occurrence	Aggregate
	Contract Sum < $500,000	$1,000,000	$1,000,000
	$ 500,000 ≤ Contract Sum < $ 10,000,000	$2,000,000	$2,000,000
	Contract Sum ≥ $ 10,000,000	$3,000,000	$3,000,000

.2 Aggregate per Project Endorsement; and

.3 For purposes of this subsection, "Contract Sum" shall mean (a) the amount under the Contractor's contract with the Owner when determining the Contractor's Umbrella Excess Liability insurance limits and (b) the amount under the subcontractor's contract with the Contractor when determining the subcontractor's Umbrella Excess Liability insurance limits.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.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~~State of Nebraska. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor 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 Contractor 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.)

None

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor 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.)

[« »] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor 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 Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.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.)

« »

[« »] **§ A.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.

[« »] **§ A.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,

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handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ A.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.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located~~State of Nebraska, subject to the requirements of AIA A201 Article 11, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

The form of 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.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

~~« »~~ ee Article 11 of AIA A201. The terms of Article 11 of AIA A201 are supplementary to the terms contained in this Exhibit A. If there is any conflict between the terms of this Exhibit A and Article 11 of AIA A201, the terms of this Exhibit A shall control.

This Exhibit A has been executed by the duly authorized representatives of the parties below.

OWNER *(signature)*	**CONTRACTOR** *(signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 00 61 13 – BOND FORMS

1.1 PERFORMANCE AND PAYMENT BOND

A. AIA Documents A312, Performance and Payment Bond Form, 2010 Edition, published by the American Institute of Architects, is hereby made a part of the Bidding Documents by reference.

B. Properly executed copies of these bond forms will become part of the Contract Documents.

END OF SECTION 00 61 13

SECTION 00 72 13 – GENERAL CONDITIONS

1.1 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

A. AIA Document A201-2017, General Conditions of the Contract for Construction, is the General Conditions of the Contract. A copy of the General Conditions is included in the Project Manual.

B. Each article of the General Conditions remains in effect unless expressly amended or deleted by other contract documents.

END OF SECTION 00 72 13

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Plattsmouth Community Schools - High School turf and track replacement project

THE OWNER:
(Name, legal status and address)
Cass County School District 13-0001 a/k/a Plattsmouth Community Schools
A political subdivision of the State of Nebraska
1912 East Highway 34
Plattsmouth, NE 68048

THE ARCHITECT:
(Name, legal status and address)
RDG Planning & Design, Inc.
A foreign Nebraska corporation and Iowa corporation
301 Grand Avenue
Des Moines, IA 50309

THE CONTRACTOR:
(Name, legal status and address)

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3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

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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.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Agreement~~),~~ as amended,) and consist of the Agreement, as amended, Conditions, all sections of the Project Manual, including of the Contract, as amended (General, Supplementary and other Conditions), Drawings, Specifications~~,~~ and Addenda issued prior to execution of the Contract, other documents listed in the Agreement, as amended, 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 requirements.

§ 1.1.1.1 The Agreement, as amended, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if signed by Contractor and the authorized representative of Owner's Board of Education. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein. Any reference to any Contract Document shall mean the document as amended and/or supplemented for this Project.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract, as amended, 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.~~written Modification signed by Contractor, approved by Owner's Board of Education, and signed by the representative of Owner's Board of Education who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. 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.~~

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Education. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract.

§ 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. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and

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usable life of equipment and facilities. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. The Construction Documents shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of construction documents.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the Project prior to submitting a proposal. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner or the Architect or their respective agents, employees, officers, directors, or consultants any duty, obligation, or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work including, but not limited to, the following: shoring, scaffolding, hoists, weatherproofing, or any temporary facility or activity because these are the sole responsibility of the Contractor.

§ 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, and shop drawings following approval by the Architect.

§ 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~~CONSTRUCTION DOCUMENTS

~~Instruments of Service~~Construction Documents 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~~Construction Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. All Construction Documents used for construction purposes must be obtained by the Contractor directly from the Architect or the Owner immediately before commencing construction of the Work. The Contractor shall be responsible to ensure that such drawings and specifications contain all changes and revisions to date.

§ 1.1.8 ~~INITIAL DECISION MAKER~~MANUFACTURER'S SPECIFICATIONS

All references to the "Manufacturer's Specifications", "Manufacturer's Directions" or "Manufacturer's Recommendations" shall mean and refer to the referenced manufacturer's published specifications or manuals. Upon written approval of the Architect, such publications shall be made a part of and incorporated into the Contract Specifications as though repeated therein in full, and all manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned accordingly, unless specified to the contrary by the Architect.

§ 1.1.9 PROJECT MANUAL

The ~~Initial Decision Maker~~Project Manual is ~~the person identified in~~ a volume assembled for the Work which includes the bidding or proposal requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.10 PROJECT MANUAL ADDENDA

Project Manual Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement ~~to render initial decisions~~is executed. The Contractor and subcontractors shall include all addenda items on ~~Claims~~their copies of the Drawings and Specifications.

§ 1.1.11 APPROVED, APPROVED EQUAL, APPROVED EQUIVALENTS, OR EQUAL

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The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in ~~accordance with~~writing by the Architect prior to receipt of bids.

§ 1.1.12 ABBREVIATIONS

AIA:	American Institute of Architects
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
NES:	National Electrical Code
NIC:	Not in Contract. Indicates work not to be done by this Contractor under this Agreement
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
UL:	Underwriters Laboratories, Inc.

§ 1.1.13 BIDS or BIDDING
The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under Nebraska public letting statutes.

§ 1.1.14 CONTRACT SUM
"Contract Sum" shall mean the Guaranteed Maximum Price, when the Agreement is a Construction Manager at Risk Agreement (A133), and the Contract Sum, when the Agreement is a Contractor Agreement (A101).

§ 1.1.15 MISCELLANEOUS DEFINITIONS
§ 1.1.15.1 FURNISH
The term “furnish", unless specifically limited to context, means furnishing to the Project Site the items specified to include unpacking and assembly if necessary. "Install" means incorporation in the Work, including all necessary labor, materials, equipment and connections necessary to complete installation. "Provide" means furnish and install.

§ 1.1.15.2 BUSINESS DAY
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Education on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.3 CALENDAR DAY
A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.15.4 HOLIDAYS
Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.5 WORK DAY
Work days are all calendar days except Holidays.

§ 1.1.15.6 ANTICIPATED WEATHER DAYS
An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather

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Days shall be considered by Owner for time extensions based upon weather. Section 15~~.2 and certify termination of the Agreement under Section 14.2.2.~~ ~~1.5.4.4~~ lists required Anticipated Weather Days.

§ 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.

§ 1.2.1.1 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in ease of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 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.

§ 1.2.3.1 In case of conflicting provisions between or within the Drawings and Specifications, the Contractor is deemed to have accepted the reasonable method of completing the Work as agreed to by the Owner and the Contractor.

§ 1.2.3.2 All repeated features must be constructed alike, although drawn in detail only once, and similarly all detail and ornament must be continued throughout all moldings, bands, etc.

§ 1.2.3.3 Wherever Work is specified to be done "as directed", the Contractor must obtain specific direction from the Owner's representative before undertaking such Work.

§ 1.2.3.4 Wherever materials or Work are specified to be "approved" or an approved pattern, make or design, the Contractor must have written approval from the Owner before installation of such materials or performance of such Work.

§ 1.2.3.5 Whenever the words "or equal" appear in connection with a material or article specified or shown in the contract documents by use of the name of a proprietary product or the name of a manufacturer or vendor of such material or article, any material or article which will fully perform the duties of the material or article so specified will be considered "equal" and satisfactory provided such material or article is of equivalent substance and function. If the words "or equal" do not appear in connection with such material or article, no substitute may be proposed in place of the material or article so specified.

§ 1.2.4 The Contractor is solely responsible for coordination of bidding and Scope of Work of Subcontractors and shall assume full responsibility for complete coordination of the various Subcontractors.

§ 1.2.5 In the interest of conciseness, references to specification sections and details are preceded by the word "see". Any such reference is to be interpreted to include the phrase "and comply with".

§ 1.2.6 Wherever an article, device or piece of equipment is referred to in the singular, such reference shall apply to as many of such articles as are shown in the Contract Documents or as are required to complete the installation.

§ 1.2.7 RELATION OF SPECIFICATIONS AND DRAWINGS

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal

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inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.8 MATERIALS, EQUIPMENT AND PROCESSES

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the bidding instructions which results in equipment requiring area not shown on the Construction Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting completion. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) calendar days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contractor Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.9 STANDARDS AND REQUIREMENTS

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 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. These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND ~~OTHER INSTRUMENTS OF SERVICE~~CONSTRUCTION DOCUMENTS

§ 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 will retain all~~All ownership rights, whether

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common law, statutory ~~and~~, or other reserved rights, including ~~copyrights~~copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the ~~Instruments of Service.~~Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of ~~the Architect's or Architect's consultants'~~any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are ~~authorized~~granted a limited license to use and reproduce the ~~Instruments of Service~~Construction Documents provided to them 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 material or equipment suppliers may not use the ~~Instruments of Service~~Construction Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect and the Architect's consultants~~copyright holder. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit ~~Instruments of Service~~Construction Documents or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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.~~

§ 2.1.1 The Owner is the public school district identified in the Contract Documents. The Board of Education, by majority vote, is the only representative of the Owner, a public school district and political subdivision of the State of Nebraska, having the power to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Education hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Education; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.2 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Nebraska. It shall be further understood that this Contract is not written for the benefit of third parties.

§ 2.1.3 The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon

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intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~**§ 2.2.1** Prior to commencement of the Work, the Contractor 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. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~**§ 2.2.1** The Owner, being a political subdivision of the State of Nebraska, must have adequate funds and financing as provided by law prior to award and execution of the Contract Documents.

§ 2.2.2 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.

§ 2.2.3 ~~The~~If requested in writing by the Contractor prior to the start of the Work, the Owner shall furnish surveys known to the Owner; 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~~Other than the metes and bounds noted in the legal description of the site, the Contractor shall not 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. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

~~**§ 2.2.4** 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.~~

§ 2.2.4 The Owner shall furnish, for information only and not as a Contract Document, such surveys or other information as it has in its possession as to the physical characteristics, legal limitations and utility locations for the site of the Project as it has in its possession. The Contractor shall confirm the location of each utility on the approved plans therefor on file with the public works department. The Contractor shall not be responsible for additional cost incurred should the utilities not be found in the location shown on said approved plans, either horizontally or vertically. The Contractor represents that he has inspected the site and available documents, and has satisfied himself as to the condition thereof including, without reasonable limitation, all apparent structural, surface and subsurface conditions thereof. The Contractor shall make no claims for any subsurface conditions shown or which could be reasonably ascertained from any investigations, including soil borings, tests and reports provided by the Owner.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one (1) copy of the ~~Contract~~Construction Documents for purposes of making reproductions pursuant to Section 1.5.2.

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§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction 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. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract DocumentsDocument and fails within a ten seven (7) day period after receipt of written notice from the Owner to commence and continue correction of any such default or neglect with diligence and promptness, the Owner may, upon written notice to the Contractor, and without prejudice to other remedies the Owner it may have, correct any such deficiencies.deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonablenecessary cost of correcting any such deficienciesdeficiency, including Owner's expenses and compensation for the Architect'sArchitect's and other consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents, and submittals approved pursuant to Section 3.12.

§ 3.1.3 The Contractor shall not be relieved of 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, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 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.

§ 3.2.1 Execution of the Contract by Contractor is a representation that the Contractor has visited the site, become familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor represents and

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warrants that the Contractor has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from the Contractor's own investigations, the Contractor has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work. The Contractor further represents that the Contractor is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of Contractor's failure to follow the foregoing procedure and familiarize himself with all local conditions and the Contract Documents will not be permitted.

§ 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 2.2.3, 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. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 ~~The~~Neither the Owner nor 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 has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. 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 as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the~~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.

§ 3.2.5 By entering into the Agreement with the Owner for the Work, the Contractor acknowledges that it has examined the Contract Documents, the character of the site and any existing structures, and is acquainted with the Work and the Contract Documents.

§ 3.2.6 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform

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any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AFIERA and/or hazardous materials surveys for the particular job sites involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.8 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

.1 The location, condition, layout, drainage and nature of the Project site and surrounding areas;
.2 Generally prevailing climatic conditions;
.3 Anticipated labor supply and costs;
.4 Availability and cost of materials, tools and equipment; and
.5 Other similar issues.

§ 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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.~~

§ 3.3.2 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled

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substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property.

§ 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.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;

.2 The special shoring requirements, if any, of the Owner; and

.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section 3.3.6 are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized

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representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for ~~labor,~~qualified, careful, and efficient workers and labor eligible to work in accordance with state and federal law. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. Unless otherwise provided, in the Contract Documents, the Contractor will make any temporary connections to water and electrical supplies as required for construction purposes and the Owner will pay any water or electric bills during construction.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products and place those specified only under the conditions set forth in the specifications. Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Owner, in consultation with the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect and the Owner: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.3 By making requests for substitutions based on Section 3.4.2 above, the Contractor:

§ 3.4.2.3.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

§ 3.4.2.3.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

§ 3.4.2.3.3 certifies that the cost data represented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

§ 3.4.2.3.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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§ 3.4.2.4 Whether or not the Owner or the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

§ 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. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4 For all equipment furnished by others to be installed by the Contractor, the Contractor shall use manufacturer's detailed drawings as approved by the Architect, to establish roughing-in dimensions and location of services.

§ 3.4.5 The Contractor shall inspect all materials as delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.4.6 Including, but not limited to, the specific requirements of Section 10.1, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

§ 3.4.7 Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This Section requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.8 CRIMINAL HISTORY CHECKS

§ 3.4.8.1 Contractor shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor, and all Subcontractors and suppliers, will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

§ 3.4.8.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.4.8.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner or one of the following offenses: if at the time of the offense, the victim was under 19 years of age or enrolled in a public school; a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration

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Act, Neb. Rev. Stat. §§ 29-4001 et seq.; or an equivalent offense under federal law or the laws of another state. The Owner may take into consideration the nature and circumstances of the criminal history to assure its interests in protecting school children and in its discretion determine individual can serve on Owner's Project.

§ 3.4.9 OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or subcontractor of the Contractor or a Subcontractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or, other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 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. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may 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, (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the Substantial Completion date of the entire Project. Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten (10) business days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this Section shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 an affidavit from a testing laboratory certifying that the product has been tested within the past

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year and is in conformance with the applicable standards; or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.6 The warranties of Contractor provided in Sections 3.5.1, 3.5.2, and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period. Contractor shall prosecute such warranty work without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2 Verify that the documents are in proper form and contain full information;

.3 Co-sign warranties when required;

.4 Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;

.5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;

.6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; and

.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing.

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.5.9 ALL WARRANTIES SHALL COMMENCE NO EARLIER THAN THE SUBSTANTIAL COMPLETION DATE OF THE ENTIRE PROJECT.

§ 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.~~

Owner is an exempt entity under the tax laws of the State of Nebraska. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Owner. Contractor shall obtain Resale Certificates from Contractor's suppliers. Failure of Contractor

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or any Sub-Contractor to obtain Resale Certificates from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 ~~**Unless otherwise provided in the Contract Documents, the**~~The Contractor shall ~~**secure**~~be responsible for making and ~~**pay**~~submitting application for the building permit ~~**as well as for**~~ . The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections ~~**by government agencies**~~ necessary for proper execution ~~**and**~~ of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of ~~the Work that are customarily secured~~documentation and/or acquisition of a land-disturbing-activity permit for the Project. Also after ~~execution of the Contract and legally required at the time bids are received or negotiations concluded~~consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with all regulations administered by the Nebraska Department of Environmental Quality (NDEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 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. In addition, Contractor shall authorize posting of any invoices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work ~~knowing~~when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, Contract Documents, or lawful orders 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 ~~21~~three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and~~, if the Architect determines that they differ materially~~ report findings 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~~a recommended resolution in writing to Owner

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and Contractor. If Owner's Board of Education and Contractor cannot agree on an equitable adjustment ~~in~~to 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 in writing, stating the reasons. If~~time, then either party ~~disputes the Architect's determination or recommendation, that party~~ may ~~proceed~~pursue alternative dispute resolution as provided for in Article 15~~.~~ within ninety (90) calendar days of the Architect's recommendation.

§ 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 in writing. 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.

§ 3.7.6 Copies of any and all permits, licenses and certificates shall be delivered to the Owner as soon as they are obtained. Along with the request for final payment, the Contractor shall deliver the originals of such permits, licenses and certificates to the Owner.

§ 3.7.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 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, unless required to do so by the terms of the Construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 ~~Allowances~~allowances shall cover the cost to the Contractor of materials and equipment delivered at the site ~~and all required taxes,~~ less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 ~~Whenever~~whenever costs are more than or less than allowances, the Contract Sum, or the Owner's Contingency, at Owner's discretion shall be adjusted accordingly ~~by Change Order.~~. The amount of the ~~Change Order~~adjustment 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.~~at all times during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The responsibility of the superintendent is to supervise, schedule, coordinate and manage field operations. The superintendent is not to be used as a tradesman. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by

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Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

~~**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.~~

§ 3.9.1.1 As directed by the Architect, there is to be held at a location designated by the Architect, a meeting called by the superintendent as representative of the Contractor of the representatives of the various trades engaged about the Work for furthering the progress of the Work and giving of clarifications by the Architect and instructions by the Owner. If the Contractor's representatives fail to attend or to execute the instructions given to them, they shall on request of the Owner be dismissed from the Work and other representatives must be immediately substituted.

§ 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~~ **1.2** The Contractor shall not change the ~~superintendent~~ Superintendent without the ~~Owner's~~ prior written consent of the Owner, which consent shall not be unreasonably ~~be~~ withheld. The Superintendent shall be present at the Project until substantial completion. At the Owner's request, the Contractor shall assign a different Superintendent to the Project.

§ 3.9.2 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within thirty (30) calendar days of Substantial Completion.

§ 3.9.3 Contractor's project manager, while not required to be present full-time at the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or ~~delayed.~~ correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected in accordance with the Construction Documents.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under General Conditions for such day.

§ 3.9.5 Questions about plan interpretation or directions shall be submitted by Contractor's superintendent to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly~~ten (10) calendar days after being awarded the Contract, shall prepare and submit for the ~~Owner's~~Owner's and ~~Architect's~~Architect's information a ~~Contractor's~~Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule shall not be changed without the written consent of the Owner and Architect. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval. The Owner's or Architect's silence as to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligation to meet those time limits, nor shall it make the

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Owner or Architect liable for any of Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Owner's or Architect's silence as to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

§ 3.10.2 The Contractor shall prepare ~~a submittal schedule, promptly after being awarded the Contract~~ and ~~thereafter as necessary to maintain a~~ keep current ~~submittal schedule, and shall submit the schedule(s),~~ for the ~~Architect's~~Architect's approval. ~~The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be~~ , a schedule of submittals which is coordinated with the ~~Contractor's~~Contractor's construction schedule~~,~~ and ~~(2) allow~~allows the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time~~ Neither the Contractor's preparation nor the Architect's receipt or review shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with Section 4.2.7 as modified herein.

§ 3.10.2.1 The schedule of submittals shall be submitted along with the construction schedule.

§ 3.10.2.2 Submission and review of the schedule shall not relieve the Contractor of its obligations to meet the time limits of the Contract.

§ 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 Should the Contractor fail to comply with the progress schedule or, in the Owner's opinion, otherwise fails, refuses, or neglects to supply a sufficient amount of labor or material in the prosecution of the Work, Owner shall have the right to (1) direct the Contractor to furnish such additional labor and/or materials as may, in the Owner's opinion, be required to comply with the progress schedule or otherwise diligently prosecute the Work, or (2) furnish such additional labor and/or materials as may be required to comply with said schedule. Any costs incurred by Owner pursuant to the exercise of its rights under this Section shall be borne by the Contractor and shall not increase the Contract Sum.

§ 3.10.5 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, field test records, inspection certificates or records, manufactures' certificates, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Owner at all times and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, the Owner may require the Contractor to furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

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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 the way by which 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~~verified that the information contained within such submittals complies with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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, except for any such errors or omissions which are within Architect's statutory or contractual design responsibility.

§ 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals~~, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy.~~. Pursuant to this Section 3.12.10, the Architect will review, 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. ~~The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents~~Unless the Contractor is providing professional services as allowed herein, the Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. A licensed professional architect or engineer must prepare plans, specifications and estimates for all the Work, as governed by the Nebraska Engineers and Architects Regulation Act. In the event that Contractor employs or retains a licensed design professional under the terms of this Section, Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions (professional liability) insurance coverage in the amounts and forms as specified in Article 11 of these General Conditions. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the amounts and forms as specified in Article 11 of these General Conditions.

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) calendar days prior to the date the Contractor needs the reviewed submittals and samples returned. Additional provisions for shop drawings, product data and samples are included in the specifications. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) calendar days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) calendar days of the date of the approval of the Contract Sum or Guaranteed Maximum Price. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed professional engineer.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall provide adequate protection throughout the course of the Work for all trees and shrubs on the site indicated in the Contract Documents as not to be removed. The Contractor shall be responsible for damage to any such trees or shrubs during the period of construction and shall replace or repair any trees or shrubs damaged by the Contractor, its Subcontractors or employees, with plantings acceptable to the Owner at no cost to the Owner. Damaged sod areas shall be seeded acceptable to the Owner. All landscape repairs shall carry one (1) year full guarantee.

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§ 3.13.3 The Contractor shall enforce the Owner's instructions regarding signs, advertisements, noise, fires and smoking.

§ 3.13.4 The Contractor shall keep the site of construction reasonably free from weeds during the course of construction. The Contractor shall cut all weeds on the site so as to discourage further germination.

§ 3.13.5 All utilities, curbs, drives, streets, buildings, mechanical and electrical equipment, etc., which are damaged or cut during construction and are to be used after construction shall be repaired such that the quality of the repaired item equals or exceeds its condition prior to construction.

§ 3.13.6 Only materials and equipment which 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 material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.7 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.8 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.9 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.13.10 Additional provisions for use of site are included in the Specifications.

§ 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~~.~~, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor shall locate, protect, and save from injury utilities of all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by its Work. Contractor shall be responsible for all damage caused to such utility by the operation of equipment or delivery of materials or as the direct or indirect result of any of its Work and shall repair all such damage at its expense and as a part of the Work included in the Contract Documents. The Contractor shall not be entitled to any increase in the Contract Sum or the Contract Time on account of such damage to any utility.

§ 3.14.4 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

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§ 3.14.5 Additional provisions for cutting and patching of work are included in the Specifications.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. 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. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

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

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.15.5 Additional provisions for cleanup are included in the Specifications.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect and their designated representatives, access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 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 such 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.~~THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR, SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A

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PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 3.18 INDEMNIFICATION

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S BOARD OF EDUCATION, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF NEBRASKA.

§ 3.18.2 ~~To the fullest extent permitted by law~~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 THIS SECTION 3.18 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 INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (I) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY NEBRASKA LAW.

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION,

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TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.19 ANTITRUST VIOLATION

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C. § 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

§ 3.20 CONSTRUCTION WASTE MANAGEMENT

§ 3.20.1 CONSTRUCTION WASTE MANAGEMENT PLAN

The Contractor shall develop a Construction Waste Management Plan consistent with the requirements of the Contract Documents and Construction Documents and with the requirements of the U.S. Green Building Council. The purpose of such plan shall be to identify types and quantities of demolition, site-clearing and construction waste generated by the Work and to determine whether such waste materials will be salvaged, recycled or disposed of in a landfill or incinerator.

§ 3.20.2 SALVAGE AND RECYCLING OF NONHAZARDOUS MATERIAL

§ 3.20.2.1 Pursuant to the Construction Waste Management Plan, the Contractor shall identify and separate all nonhazardous demolition and/or construction waste materials at the Work site which may either be salvaged or be recycled. Salvageable or recyclable materials may include, but not be limited to, metals (including copper, brass, aluminum, structural steel and iron), wood materials, concrete, masonry, asphaltic concrete paving, gypsum board, acoustical ceiling panels and tiles, carpet, equipment, piping, plumbing fixtures, electrical wiring, electrical devices, lighting fixtures, conduit, glass and window systems and frames, and mechanical systems (including heating and ventilating systems units, pumps, and pipes and wiring attendant to such systems).

§ 3.20.2.2 All salvageable and recyclable nonhazardous Work site materials shall remain the sole property of the Owner, unless otherwise provided in the Contract Documents or Construction Documents.

§ 3.20.2.3 Salvageable and recyclable materials so identified and separated shall be inventoried by the Contractor and stored at the Work site in a secure location. All protection must be provided by the Contractor at its own expense and must be maintained throughout the storage period. Salvageable and recyclable materials must not be commingled with other similar materials or equipment, but must be stored separately and must be plainly labeled with the Owner's and Project name. Salvageable and recyclable materials stored at the site must be stored so that they may be readily inspected, measured, and counted, at all times, by the Owner's representatives. The Contractor shall be responsible for any loss through theft or destruction of such materials while on the Work site or other location under the direction and control of the Contractor. As required by the Contract Documents or Construction Documents or upon request of the Owner, the salvageable or recyclable materials shall be transferred to locations for storage, re-use or recycling as determined by the Owner in its sole discretion.

§ 3.20.3 INDEMNIFICATION FOR HAZARDOUS DEMOLITION OR CONSTRUCTION WASTE MATERIALS

In addition to complying with Section 10.4, the Contractor shall indemnify and hold harmless the Owner, Owner's board of education, Owner's consultants, Architect, Architect's consultants, and officers, agents and employees of any of them as follows:

§ 3.20.3.1 If the Contractor or any if its subcontractors fails or neglects to identify any hazardous demolition or construction waste materials or substances at the project site, fails or neglects to identify any hazardous salvageable or recyclable materials at or from the project site, fails or neglects to give written notice of the existence of hazardous materials or substances at the project site to the owner and architect, or fails or neglects to properly render the hazardous materials or substances harmless, then, to the fullest extent permitted by law, the Contractor shall waive and release claims against and shall indemnify and hold harmless the Owner, Architect, Owner's board of education, Architect's consultants, Owner's consultants and officers, agents and employees of any of them, from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to ~~attorneys'~~attorneys' fees, arising out of or ~~resulting from performance of the Work,~~related to such hazardous materials or substances; 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~~including the ~~Work~~work itself~~),~~) including loss of use resulting therefrom, but only to the extent caused ~~by the~~ in whole or in part by willful or negligent acts or omissions of the Contractor, a ~~Subcontractor~~sub-contractor, anyone directly or indirectly employed by them, anyone they control or exercise control over, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage,

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loss or expense is caused in part by ~~a party~~ any willful or negligent acts or omissions of Owner or Owner's consultants or other indemnified ~~hereunder~~parties. 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~~Section 3.18. All costs and expenses so incurred by any of the indemnified parties in that event shall be reimbursed by Contractor to the indemnified parties, and any cost and expenses so incurred by indemnified parties shall bear interest until reimbursed by Contractor, at the rate of interest provided to be paid by the judgment under the laws of the State of Nebraska.

~~**§ 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.~~

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

§ 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~~.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a ~~successor~~new architect ~~as to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a new Architect has been employed by Owner.

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 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 ~~date~~final payment is due, and, with the ~~Architect issues~~Owner's concurrence, from time to time during the ~~final Certificate~~one-year period for ~~Payment.~~correction of Work described 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, unless otherwise modified in writing in accordance with other provisions of the Contract Documents.

§ 4.2.2 ~~The~~ Architect ~~will~~or his authorized representative shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, ~~or as otherwise agreed with the Owner, to become generally familiar with the~~ to inspect the progress, quantity and quality of the ~~portion of the Work~~work completed, to reject any observed nonconforming Work, 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~~ Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not ~~be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site

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observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect ~~will~~ , however, shall not have control over~~, charge of,~~ or responsibility for~~,~~ the Contractor's 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~~ , but this does not relieve Architect of Architect's responsibilities under ~~the Contract Documents, except as provided in Section 3.3.1~~this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

~~**§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.~~**§ 4.2.3** 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 ~~Based~~As further provided in the Contract Documents 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~~shall reject Work that does not conform to the Construction Documents and Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will ~~have authority~~recommend to ~~require~~Owner additional inspection or testing of the Work in accordance with ~~Sections 13.5.2 and 13.5.3~~the provisions of the Contract Documents, whether or not such 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 or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 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~~the Construction Documents and the ~~design concept expressed in the~~ Contract Documents~~.~~ and all applicable laws, statutes, codes and requirements applicable to Architect's design services. 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~~such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, 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 general 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 Construction Documents and 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

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approval of safety precautions or, unless otherwise specifically stated by the Architect, 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. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

~~**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize 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.~~

§ 4.2.8 The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents and do not change the Contract Sum or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner, or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of ~~final completion~~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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and ~~decide matters~~make recommendations 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~~or recommendations 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~~recommendations, 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~~Owner's decisions on matters relating to aesthetic effect ~~will~~shall 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 Construction Documents and 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, at no additional cost to the Owner.

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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 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.

§ 5.1.3 Subcontractors, Sub-subcontractors and material suppliers shall not contact the Architect or the Owner directly. Any information they might need shall be obtained through the Contractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable~~within ten (10) calendar days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect ~~may~~shall reply within 14 calendar days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14- day period shall constitute notice of no reasonable objection. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 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~~When the parties agree on a proposed ~~but rejected~~substitute Subcontractor ~~was reasonably capable of performing~~or if the ~~Work,~~Owner requires use of a specific subcontractor, then the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums shall be allowed for failure to so inspect or investigate.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement~~, written where legally required for validity~~, 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, which the Contractor, by these Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below. 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

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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 The Contractor is fully responsible for acts and omissions of the Subcontractors and persons employed by them or under their control.

§ 5.3.3 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.4 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

.1 assignment is effective only after termination of the Contract either in accordance with Article 14 or abandonment of the Project by the ~~Owner for cause pursuant to Section 14.2~~Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; ~~and~~

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under ~~bond~~bonds relating to the Contract~~.~~; and

.3 the Subcontractor provides bonds as required by law of prime contractors and by Owner

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 ~~Upon such~~Such assignment~~, if the Work has been suspended for more than 30 days, the Subcontractor's compensation~~ shall ~~be equitably adjusted~~not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for ~~increases in cost resulting~~which a subcontractor or material vendor may also be liable.

§ 5.4.3 Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from ~~the suspension~~and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

~~**§ 5.4.3** Upon such 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.~~

§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

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portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15~~The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 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~~ other separate contractors ~~and the Owner in reviewing their construction schedules~~to ensure that the Work remains on schedule. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement~~.~~ between the Owner and Contractor. 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.~~

§ 6.1.4 Additional provisions for separate contracts are included in the Specifications.

§ 6.2 ~~MUTUAL~~CONTRACTOR'S RESPONSIBILITY

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's separate contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's separate contractors. The Contractor shall afford the Owner and separate contractors reasonable site access and opportunity for introduction and storage or staging 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. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's separate contractors. Contractor shall review Owner's contract with Owner's separate contractors and become familiar with the requirements and scope of services contained therein.

§ 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 report in writing to the Architect ~~apparent~~and Owner discovered discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results~~.~~, and shall promptly report in writing to the Architect and Owner if Owner's separate contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor so to report 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 and is performed in a timely manner, except as to defects not then 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.~~

§ 6.2.3.1 If the Architect is required to provide contingent additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the contingent additional services result from negligence or an omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to

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provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

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

§ 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, as amended.

§ 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~~Owner 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. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 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 Construction Documents and the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a Change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 The Contractor shall in no instance commence Work on or provide materials for or make changes in the Work for this Project which will require additional payment from the Owner to the Contractor until the Contractor has requested and obtained in writing either a signed written Change Order or signed written approval from the Architect to proceed with the extra Work. The Change Order or written approval shall not be valid unless signed by a principal of the firm of the Architect's office.

§ 7.1.5 Failure of the Contractor to obtain a written Change Order or written approval from the Architect before commencing such Work shall constitute cause for rejection of request for additional compensation for such work by the Contractor.

§ 7.1.6 Each request for approval or additional work which is to require additional payment from the Owner, or in instances whether credit is to be allowed to the Owner for omission of certain work or materials, shall be accompanied by a price quotation, including a complete cost breakdown of materials, labor, overhead and profit.

§ 7.1.7 The total Contractor mark-up for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 5% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or

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fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 15% of the total cost of the Change in the Work.

§ 7.1.8 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 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 or Guaranteed Maximum Price; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work. NO WORK SHALL BE PERFORMED ON A CHANGE ORDER REQUEST UNTIL A FORMAL CHANGE ORDER HAS BEEN APPROVED IN WRITING BY THE OWNER.

§ 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~~method:

~~.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 7.3.7.~~

§ 7.3.3.1 Changes in the work shall be as established in the contract documents. In the event of a Construction Change Directive that constitutes either an addition to or a deletion from the Scope of the Work for project as established at the time of execution of the contract for construction, the following adjustment shall be made:

§ 7.3.3.1.1 Cost of Work: The actual cost as determined by lump sum pricing and/or unit cost pricing of such additions or deletions to the Scope of the Work shall be added or subtracted from the contract price.

§ 7.3.3.1.2 Adjustments for General Requirements, Supervision and Overhead and Profit: Upon establishment of the Cost of Work of such additions or deletions, the contract price shall be increased for additions and decreased for deletions according to and not to exceed the following;

.1 To Subcontractor for work performed by their own forces - 10% of the actual cost of the addition or deletion from the work.

.2 To Subcontractor for work performed by other then their own forces - 5% of the actual cost of the addition or deletion from the work.

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.3 To Subcontractor's Subcontractor/Material supplier for work performed by Subcontractor's Subcontractor/Material supplier's own forces. - 10% of the actual cost of the addition or deletion from the work.

.4 To Subcontractor's Subcontractor/Material supplier for work performed by other than Subcontractor's Subcontractor/Material supplier's own forces. - 5% of the actual cost of the addition or deletion from the work.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~may, by mutual written agreement, be equitably adjusted.

§ 7.3.5 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~~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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ~~the Architect shall determine the method and~~then the adjustment shall be determined by the Architect on the basis of ~~reasonable expenditures and savings of those~~ the amount by which the Contractor's direct costs have actually been increased over the direct cost of 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~~without the ~~Agreement, or if no such amount is set forth~~Change 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 7.3.7~~ Work. Direct costs shall be limited to the following:

.1 ~~Costs~~Actual costs of labor, including social security, ~~old age and~~ unemployment insurance, ~~fringe benefits required by agreement or custom,~~ and workers' compensation insurance;

.2 ~~Costs~~Actual costs of materials, supplies and equipment, including cost of transportation, ~~whether incorporated or consumed~~used in performing the Change in the Work;

.3 ~~Rental~~Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools~~, whether rented from the Contractor or others~~;; and

.4 ~~Costs~~Actual costs of premiums for all bonds and insurance, and permit fees, ~~and sales, use or similar taxes~~ related to the Work~~; and~~.

~~.5 Additional costs of supervision and field office personnel directly attributable to the change.~~

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 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~~plus the Contractor's allocated percent of profit and overhead as confirmed by the Architect.

~~**§ 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.~~

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§ 7.3.~~10~~9 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~~**§ 7.4.1** With prior written notice to the Owner's representative the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the ~~intent of~~Construction Documents and the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

§ 7.4.2 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

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~~Final Completion of the Work.

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

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment Number 1, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Education, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the notice to proceed shall not relieve the Contractor of his responsibility to comply with Article 11.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) calendar days after the date of Substantial Completion.

§ 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~~stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. ~~The date of commencement of the Work shall not be changed by the effective date of such insurance.~~

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

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the Date of Final Completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 ~~If the~~ **DATE OF COMMENCEMENT AND TIME OF COMPLETION**

Contractor ~~is delayed at any~~ agrees that it will begin work immediately upon receipt of notice to proceed from the Owner, and that it will diligently proceed with said Work such that the same shall be completed ~~within the~~ time ~~frame~~ stated in the bid documents.

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§ 8.3.2 BEST EFFORTS

The Contractor acknowledges that the services to be performed are essential to the effective operation of the Owner and that, therefore, the Contractor will exercise its best efforts to complete the services called for under this Agreement in the minimum time possible and within the time specified in such Work orders as may be issued by the Owner to the Contractor. In the event that the Contractor for good cause shown cannot complete the services for a particular task or phase within the time agreed to, the Contractor shall make a written request to the Owner in accordance with Section 8.3.4 below.

§ 8.3.3 NOTICE OF CONDITIONS CAUSING DELAY

§ 8.3.3.1 Within five (5) working days after the commencement ~~or~~ of any condition which is causing or may cause delay in completion, the Contractor must notify the Owner in writing of the effect, if any, of such condition upon the time progress ~~of the Work by~~schedule and must state why and in what respects, if any, the condition is causing or may cause such delay.

§ 8.3.3.2 Failure to strictly comply with this requirement may, in the discretion of the Owner, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

§ 8.3.4 EXTENSION OF TIME

§ 8.3.4.1 Any extension or extension of time for the completion of the Work may be granted by the Owner subject to the provisions of this section, but only upon written application therefor by the Contractor to the Owner.

§ 8.3.4.2 An application for an ~~act or neglect of the Owner or~~ extension of time must set forth in detail the source and nature of each alleged cause of delay in the completion of the Work, the date upon which each such cause of delay began, ended, or will end, and the number of days' delay attributable to each of such causes. It must be submitted prior to completion of the Work.

§ 8.3.4.3 If such an application is made, the Contractor shall be entitled to an extension of time for delay and completion of the Work caused solely: (1) by the acts or omissions of the Owner, its officers, agents, or employees; (2) by the acts or omissions of the Architect, ~~or of an employee of either, or~~ its officers, agents, or employees; (3) by the acts or omissions of a separate contractor employed by the Owner; ~~or~~(4) by changes ordered in the Work; ~~or~~(5) by ~~labor disputes,~~ fire, governmental actions, unusual delay in deliveries, unavoidable and unforeseeable supervening casualties, or other causes beyond the Contractor's control; ~~or~~(6) by delay authorized in writing by the Owner ~~pending mediation~~.

§ 8.3.4.4 The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Owner may determine to result solely from such causes, and ~~arbitration;~~then only if the Owner may determine to result solely from such causes, and then only if the Contractor shall have strictly complied with all the requirements of this section. The Owner shall make such determination within thirty (30) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.

§ 8.3.4.5 The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently but, if at all, only for the actual period of delay in completion of the Work as determined by the Owner, regardless of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or ~~by~~ omission of the Contractor or of its Subcontractor, if any, and would of itself (regardless of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault, or omission.

§ 8.3.4.6 The granting of an application for an extension of time for causes of delay other ~~causes that the Architect determines may justify delay, then the Contract Time shall be~~ than those herein referred to shall be entirely within the discretion of the Owner. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended ~~by Change Order for such reasonable time as the Architect may determine~~shall in no way operate as a waiver on the part of the Owner or any of its rights under the Contract Documents. Additionally, the Contractor shall not recover any additional compensation for any additional expense caused by such delay or delays.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable 5 DELAY CLAIMS

Contractor represents and warrants that the provisions of Article 15. herein contained for extension of time are fair and adequate and that Contractor has had an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that Contractor shall not have or assert any claim for damages or prosecute any suit, action, cause of action, arbitration claim, or other proceeding against the Owner for such damages arising from any delay or hindrance in the completion of the Work called for in this Agreement caused by an act or omission on the part of the Owner, their agents, servants, employees or otherwise. Contractor agrees that the only possible compensation for any delay is an extension of time.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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. In the event that the Project is a Construction Management at Risk Project, then any use of the term "Contract Sum" in the Contract Documents shall be interpreted to mean "Guaranteed Maximum Price.

§ 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 to the Architect, before the first Application for Payment or in the case of a Guaranteed Maximum Price, within 15 calendar days after establishing the Guaranteed Maximum Price, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702Cmc and G703 shall be used.

§ 9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various. construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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.

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~~§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~

~~§ 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 stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and 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.~~

~~§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.~~

§ 9.3.1 Each Application for Payment to Contractors shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents, which schedule of values shall be updated from time to time as Contracts are awarded or as the Owner determines necessary. The schedule of values shall allocate the entire Cost of the Work among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment of the Subcontractors.

§ 9.3.2 Applications for Payment to Contractors shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage 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 calculating (a) the expense which has actually been incurred by each Subcontractor and/or supplier on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment, divided by (b) the share of the Project budget allocated to that portion of the Work in the schedule of values.

§ 9.3.3 Payments to Contractors shall be subject to retention of not less than ten percent (10%) of the first fifty percent (50%) of the subcontract work, and not less than five percent (5%) for the last fifty percent (50%) of the subcontract work. The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

§ 9.3.4 Contractor shall submit Applications for Payment in quadruplicate 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; 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 the Payment Application includes only Work self performed by Contractor or for which Contractor has been invoiced. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Nebraska. Contractor

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further understands that falsification of Contractor's Application for Payment may justify termination of Contractor's Contract with Owner.

§ 9.3.6 The Owner may approve payment for materials and equipment stored off the site under the following conditions: The Contractor shall furnish and maintain a suitable storage site and proper storage conditions which must be approved in advance by the Owner. Equipment and materials covered by an Application for Payment must be stored above grade, and must be properly protected at all times against weather, heat, cold, moisture, vandalism or theft and other hazards as the material may require. All protection must be provided by the Contractor at its own expense and must be maintained throughout the storage period. Materials and equipment must not be commingled with other similar materials or equipment, but must be stored separately and must be plainly labeled with the Owner's and Project name. Materials and equipment stored at the site must be stored so that they may be readily inspected, measured, and counted, at all times, by the Owner's representatives. Application for Payment for materials and equipment stored off the site must be accompanied by a bill of sale, properly identifying the material and transferring ownership of the materials to the Owner. The bill of sale must be accompanied by an inventory of stored materials or equipment, together with a description of the storage site by street number and city, or by a legal description of the premises. The Contractor agrees that in accepting payment for the materials or equipment stored off the site, it is in no way relieved of responsibility for the safe storage of the material and its safe transportation to, and installation in, the Work or for furnishing and installing the material in strict accordance with Plans and Specifications. The Contractor further agrees that acceptance by the Owner of a bill of sale for stored materials or equipment does not imply acceptance of the same for the purposes of this Contract. Such acceptance shall not occur until completion of the Work by the Contractor and final acceptance thereof by the Owner.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) calendar days after receipt of the ~~Contractor's~~Contractor's Application for Payment, ~~either~~ return the Payment Application to the Contractor as provided in Section 9.3.4; certify, sign and issue to the ~~Owner~~Contractor a Certificate ~~for~~of Payment~~, with a copy to the Contractor,~~ for such amount as the Architect determines is properly due, or notify the Contractor ~~and Owner~~ in writing of the ~~Architect's~~Owner's reasons for withholding certification in whole or in part 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~~that the Architect has observed the progress of the Work ~~and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief~~; determined that, the Work has progressed to the point indicated ~~and~~in the Architect's professional opinion determined that the quality of the Work is in accordance with the Construction Documents and the Contract Documents~~.~~; and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion.. The foregoing representations are subject to an evaluation of the Work for conformance with the Construction Documents and the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Construction Documents and the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect in writing to the Owner 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 material suppliers and other data unless 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. Examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 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

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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 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~~.~~;

.8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

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

~~**§ 9.5.3** 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.~~

§ 9.5.3 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 for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within twenty-one (21) calendar days if Owner disputes the Architect's Certificate for Payment or Contractor's Payment Application, listing the specific reasons for nonpayment. The Owner shall not be deemed in default by reason of withholding payment as provided for in this Section. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven (7) calendar 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. The Contractor shall, within ten (10) calendar days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 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.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact Subcontractors 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, except as may otherwise be required by law. Action on the part of the Owner to require Contractor to pay a Subcontractor shall not impose any liability on Owner.

§ 9.6.5 Contractor payments to material and equipment 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 Payments received by the Contractor from the Owner for Work properly performed by Subcontractors and , or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 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 withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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 **§ 9.7.1** If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount any payments certified by the Architect or awarded by binding dispute resolution, , which is undisputed, due and owing, within thirty (30) calendar days after the date of a Certificate for Payment, then the Contractor may, upon seven ten (10) additional days' calendar days' written notice to the Owner and Architect, the Architect stating that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. The Contract Time If the Owner provides written notice to the Contractor that 1) payment has been made, or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be extended appropriately and the Contract Sum liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provide in compliance with the Contract Documents or the Construction Documents, then the Contractor shall be increased by the amount of the Contractor's provided a reasonable costs of shut down, delay and start up, plus interest opportunity to cure the noncompliance or to compensate the Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as provided for a result of a dispute between the Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven (7) calendar days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) calendar days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional calendar days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then 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 to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due

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to Contractor from the Owner, or

.2 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 Architect has determined that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and Construction Documents so ~~that~~ the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place; substantial completion of all punch list items to be performed by Subcontractors. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use or prevent the Owner from performing its preparatory tasks to make the Work suitable as a school building. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within thirty (30) calendar days. Contractor shall complete Owner's Substantial Completion Certificate.

§ 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~~.~~ (i.e. "punch list"). 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~~.~~ and the Construction 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 Construction Documents or the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, ~~the~~ then the Architect shall so notify the Contractor ~~shall~~and Owner in writing, and 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. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare ~~a~~, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. ~~Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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~~and 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 as required under Section 11.3.1.5 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~~

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~~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~~.

§ 9.9.2 In the event of Partial Occupancy, the Contractor shall ~~prepare~~promptly secure endorsement from its insurance carrier(s), consent from its surety(ies), if any, and ~~submit a list~~shall apply to the ~~Architect~~appropriate public authorities that have jurisdiction over the Work to permit Partial Occupancy.

§ 9.9.3 In the event of Partial Occupancy before Substantial Completion as provided ~~under Section 9.8.2. Consent of~~ above, 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~~cooperate with the Owner in making available for the Owner's use and benefit such building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid portion or portions, the Contractor shall make every reasonable effort to complete such Work or make temporary provisions for such Work as soon as possible so that the aforementioned building services may be put into operation and use. In the event of Partial Occupancy prior to Substantial Completion, provided the Contractor has met all Milestone Dates set forth in the Contract for Construction, mutually acceptable arrangements shall be made between the Owner and the Contractor with respect to the operation and cost of necessary security, maintenance, and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Owner shall assume proportionate and reasonable responsibility for the cost of the above services reduced by any savings to the Contractor ~~or, if no agreement is reached, by decision of the Architect~~for such services realized by reason of Partial Occupancy. Further, mutually acceptable arrangements made between the Owner and the Contractor with respect to such matters shall not be unreasonably withheld, delayed, or conditioned.

§ 9.9.2 ~~Immediately prior to such partial occupancy or use,~~**4** In each instance, when the Owner~~,~~ elects to exercise its right of Partial Occupancy, as described herein, the Owner will give the Contractor and Architect advance written notice of its election to take the portion or portions involved, and immediately prior to Partial Occupancy, 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~~conditions of the Work.

§ 9.9.3 ~~Unless otherwise agreed upon, partial occupancy~~ **5** Partial Occupancy, or use of a portion or portions of the Work, or installation of furnishings and equipment shall not: (1) constitute evidence of Substantial Completion or Final Completion; (2) constitute acceptance of any Work ~~not complying with the requirements of~~or portions of any Work; (3) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in or malfunctioning of any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents; or (4) commence any warranty period under the Contract Documents, provided that the Contractor shall not be liable for ordinary wear and tear resulting from such Partial Occupancy.

§ 9.9.6 Subject to the terms and conditions provided herein, if Contractor claims that delay or additional cost is involved because of Partial Occupancy by Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents.

§ 9.9.7 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project and Contractor has purchased Builder's Risk Insurance pursuant to Section 11.3.1.2, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage would not otherwise provide such coverage. By appropriate Change Order, the cost of the endorsement shall be charged to the Owner.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly prepare, sign and make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue Owner's Certificate of Final Completion and a final Certificate for Payment ~~stating that~~certifying to the ~~best of the Architect's knowledge, information and belief, and~~Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and Construction Documents and that the entire balance, including all retainages 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

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entitled to final payment have been fulfilled. Final payment shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706 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~~evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least ~~30~~thirty (30) calendar days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707 consent of surety, if any, to final payment, and (5~~), if required)~~ except for amounts currently withheld by ~~the~~ Owner~~,~~ other data establishing payment or satisfaction of obligations, such as AIA Document G706A; notarized subcontractor's liens release; and (6) receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Section 10.6, 10.7, and 10.8;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.4 Maintenance and Instruction Manuals;

.5 Owner's Final Completion Certificate; and

.6 Record drawings and "as built" drawings. At the completion of the Project, the Contractor shall submit one complete set of "as built" drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-built" record drawings shall delete the seal of the Architect and//or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

.7 Return of any Owner facility and buildings door and entryway keys, if any, provided to Contractor to facility work.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) calendar days after Owner's Board of Education has voted to accept the Work and approve Final Payment.

§ 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 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 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~~and it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any 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; or~~

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~~.3 terms of special warranties required by the Contract Documents.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously ~~made in writing~~asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY BOARD OF EDUCATION

§ 9.11.1.Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the Owner to pay the Contract Sum or any part thereof shall be contingent upon the availability of funds specifically approved by formal action of the Board of Education for the Owner for the purpose of payment of the Contract Sum or any part thereof.

§ 9.11.2 It is agreed that the obligations of the Contractor herein are expressly contingent upon reasonable proof to the Contractor that the Owner has funds specifically approved by formal action of the Board of Education for the Owner for the purpose of payment of the Contract Sum or any part thereof.

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.~~

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC § 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards. This requirement applies continuously twenty-four (24) hours per day during the Construction Phase of the Project. Additionally, the Contractor shall comply with all safety standards and directives of the Owner's risk management consultants, including the consultants under any Owner Controlled Wrap-Up Insurance Program.

§ 10.1.2 The Contractor expressly agrees that it is in charge of and in control of the Work and that it shall have sole exclusive responsibility to assure the safety of the Work. Neither the Owner nor the Architect is in charge of the Work or in control of the execution of the Work. The obligation of the Contractor under this Section 10.1.2 shall be construed to include, but not be limited to, injury or damage because the Contractor, its agents, and employees failed to use or misused any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds or equipment, whether or not owned or furnished by the Contractor. The Contractor expressly agrees that it is exclusively responsible for compliance with OSHA and local regulations for construction and that it is the employer within the meaning of those regulations. Any provision in the Contract Documents in conflict with this Section shall be null and void. It is the express intent of the parties that this provision be given broad and liberal construction to effectuate the intent of the parties that the Contractor, and not the Architect or Owner, is in charge of the Work.

§ 10.1.3 The Contractor shall be required in compliance with the Asbestos Hazard Emergency Response Act of 1996 to certify that all products and materials supplied as part of this Project shall be free of asbestos.

§ 10.1.4 The Contractor shall be required to submit to the Owner, with a copy to the Architect and Contractor, written certificates from all known suppliers and Subcontractors that all materials and equipment used in the potable water system are lead free and that formaldehyde levels of all materials do not exceed acceptable levels established by H.U.D.

§ 10.1.5 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug

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paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

§ 10.1.6 Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.7 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and Contractor agrees that Contractor's representatives, employees, agents, and sub-contractors will abide by same.

§ 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, school personnel, students, and other persons on Owner's premises and other persons who may be affected thereby including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

.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 or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as other buildings, and their contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, 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. More specifically, the Contractor shall give notice in writing at least forty-eight (48) hours before breaking ground, to all persons, public utility companies, owners of the property having structures or improvements in proximity to the site of the Work, and persons in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operations in order to provide them with time to remove any obstruction for which they are responsible and to take action to properly protect their property.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. 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. Contractor shall provide reasonable full protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

~~**§ 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.~~

§ 10.2.4 The Contractor shall exercise the utmost care so as not to endanger life or property in the prosecution of the Work. If the Contractor is negligent, the Contractor will be responsible for any and all damages, claims and of the defense of all actions against Owner and Architect resulting from the failure to exercise such care. Explosives or other hazardous materials shall not be employed in the prosecution of the Work.

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§ 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~~, except damage or loss 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 load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury, when all or a portion of the Work is suspended for any reason.

§ 10.2.9 Contractor's obligations under Section 10.2 as let each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project

§ 10.2.10 The Contractor shall promptly report to the Architect and Owner or their designated representatives in writing all accidents arising out of or in connection with the Work that caused death, personal injury or property damage. This report shall give full details, including statements of witnesses, hospital reports and other information in the possession of the Contractor. In addition, in the event of any serious injury or damage, the Contractor shall immediately notify the Owner and Architect by telephone of such accident.

§ 10.2.11 The duty of the Architect to conduct construction review of the Contractor's performance does not include review of the adequacy of the Contractor's safety measures in, on, or near construction sites.

§ 10.2.12 Utilities or other services indicated to be abandoned shall be maintained in service as required until new facilities are provided, tested and ready for use. The Contractor shall schedule Work so that it does not necessitate long periods of shut-down of existing facilities and these shut-downs shall be coordinated with the Owner.

§ 10.2.13 All improvements on or about the site and adjacent property which are not to be altered, removed or otherwise changed shall be returned to the conditions which existed prior to initiation of the Work.

§ 10.3 INJURY OR DAMAGE TO PERSON OR PROPERTY

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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.~~3~~4 HAZARDOUS MATERIALS

§ 10.~~3~~4.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. The use or storage of explosives or other hazardous materials shall not be permitted on this project. If the Contractor encounters a hazardous material or substance 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), mercury, or lead, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. If Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

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§ 10.~~3~~4.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up~~The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

~~**§ 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.~~

§ 10.~~3~~4.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, BOARD OF EDUCATION, 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 SECTION 3.18.

§ 10.4.4 The Owner shall not be responsible under this Section 10.~~3~~4 for materials or substances the Contractor brings to the site ~~unless such materials or substances are required by the Contract Documents~~. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

~~**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.~~

~~**§ 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 indemnify the Contractor for all cost and expense thereby incurred.~~

§ 10.4.5 IF THE CONTRACTOR FAILS OR NEGLECTS TO TAKE REASONABLE STEPS TO IDENTIFY HAZARDOUS MATERIALS OR SUBSTANCES AT THE PROJECT SITE, FAILS OR NEGLECTS TO GIVE WRITTEN NOTICE OF THE EXISTENCE OF HAZARDOUS MATERIALS OR SUBSTANCES IDENTIFIED AT THE PROJECT SITE TO THE OWNER AND ARCHITECT, OR FAILS OR NEGLECTS TO PROPERLY RENDER THE IDENTIFIED HAZARDOUS MATERIALS OR SUBSTANCES HARMLESS, THEN, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S BOARD OF EDUCATION, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO SUCH HAZARDOUS MATERIALS OR SUBSTANCES; 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

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PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. 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 SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF NEBRASKA.

§ 10.5 EMERGENCIES

§ 10.5.1 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.~~

§ 10.5.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.6 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 10.6.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor."

§ 10.6.2 Final Payment shall not be made until this written certification has been received.

§ 10.7 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 10.7.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.7.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.8 HAZARDOUS MATERIALS CERTIFICATION

§ 10.8 The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 See AIA A101 Exhibit A. ~~The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and~~

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completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

See AIA A101, Exhibit A.The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 BUILDER'S RISK INSURANCE

Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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§ 11.3.1.1 See AIA A101, Exhibit A.~~Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

§ 11.3.1.24 This property insurance for the Project shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit. Sub-limits will apply with respect to transit and off-site insurance coverages. Contractor shall consult and coordinate with Owner on the sub-limit levels for transit and off-site insurance coverage. Contractor shall be responsible for any loss of materials in excess of the applicable transit and off-site storage sub-limit coverage for the Project.

~~**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.1.3 The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.7.

§ 11.3.1.4 Insurance provided by the Owner in favor of the Contractor and Subcontractors as described in this Section § 11.3 shall not extend to vendors or suppliers of the Contractors or Subcontractor not performing work at the Project Site.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.~~ The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the ~~site~~Project 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, the Owner shall waive all rights in accordance with the terms of

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Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least ~~30~~thirty (30) calendar days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The ~~Owner or~~ foregoing waiver afforded the Architect, his/her agents, and employees shall not extend to the liability imposed by Section 3.18.3. The Contractor~~, as appropriate,~~ shall require ~~of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the~~the Contractor's subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated ~~herein.~~in this Section 11.3.7. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Contractor shall be responsible for payment of the deductible, if any, in the event of an insured loss arising out of Contractor's Work.

§ 11.3.8 ADJUSTMENT OF LOSS

A loss insured under the Owner's ~~property~~builder's risk insurance 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 11.3.10. Each Contractor shall be a named insured. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach~~, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor.~~ If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 ADJUSTMENT AND SETTLEMENT OF LOSS BY OWNER

The Owner as fiduciary shall have power to adjust and settle a loss with insurers~~ unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and~~. The Contractor ~~as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution~~shall pay all subcontractors their just shares of insurance proceeds~~,~~ received by the Subcontractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with ~~the directions of the arbitrators.~~ such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.11 Partial occupancy or use shall not commence until the insurance company or companies providing this property insurance have consented to such partial occupancy or use in writing by endorsement or otherwise. The

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Owner and the Contractor shall take reasonable steps to obtain such consent of the insurance company or companies and shall take no action without written mutual consent that would cause cancellation, lapse or reduction of this insurance.

§ 11.4 PERFORMANCE ~~BOND~~ AND PAYMENT BOND

§ 11.4.1 The ~~Owner shall have the right to require the~~ Contractor ~~to~~shall, as required by Neb. Rev. Stat. § 52-118, furnish separate payment bonds, as necessary, and bonds covering faithful performance of the Contract and payment of obligations arising thereunder ~~as stipulated in bidding requirements or specifically required in the Contract Documents on the date of~~ with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 11.4.2 The Contractor shall deliver the required bonds to the Owner not later than five (5) business days after execution of the Contract by the Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ ~~11.4.2~~ 11.4.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of~~ All bonds ~~covering payment of obligations arising under the Contract, the~~ shall be originals. The Contractor shall ~~promptly furnish a~~ require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Nebraska. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or ~~shall authorize~~other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

§ 11.4.5 Owner, in its sole discretion, may take any actions it deems necessary or prudent with regard to payments certified to be due to Contractor upon notice of third party claims filed or reasonable evidence indicating probably filing of such claims against any payment bond supplied by Contractor or reasonable evidence of the failure of the Contractor to make payments property to Subcontractors for labor, materials or equipment. Such actions by the Owner may include, but not be limited to, withholding payments certified to be due to Contractor, joint-paying any checks to the Contractor and the bond Surety, and/or following Contract payment instructions from the bond Surety. The Owner shall not be deemed in default by reason of any actions or inactions regarding payments as provided for in this Section. Any actions or inactions by the Owner with regard to payments to Contractor shall not be deemed nor constitute a ~~copy to be furnished~~waiver by Owner of any rights, defenses or claims against Contractor.

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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, 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 or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents or Construction Documents, whether discovered before or after 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.

§ 12.2.1.2 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5 and as a material term of the contract between the Owner and the Contractor, 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Construction Documents or the Contract Documents, the Contractor shall correct it promptly without additional cost to the Owner after receipt of written 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~~ 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~~the Work as provided in Section 12.2.2.1.1.

§ 12.2.2.1.1 Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents or Construction Documents, including any warranty obligations, expressed or implied, or periods of limitation and repose. THE CONTRACTUAL ONE YEAR PERIOD FOR CORRECTION OF THE WORK IS IN ADDITION TO ALL WARRANTY OBLIGATIONS OF THE CONTRACTOR AND SHALL NOT BE APPLIED TO LIMIT ANY APPLICABLE STATUTORY PERIOD OF LIMITATION OR REPOSE. ALL WARRANTIES SHALL COMMENCE NO EARLIER THAN THE SUBSTANTIAL COMPLETION DATE OF THE ENTIRE PROJECT AND SHALL EXTEND FOR A PERIOD ALLOWED BY APPLICABLE BY LAW.

§ 12.2.2.1.2 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) business days after written notice, then Owner may, upon ten (10) additional business days' written notice, sell the removed materials and equipment in accordance with ~~Section 2.4~~Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The contractual 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 The contractual one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, but only as to that corrected 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 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.

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum or Guaranteed Maximum Price shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 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 effect whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the ~~law~~laws of the ~~place where the Project is located except that, if the parties have selected arbitration as the method~~State of ~~binding dispute resolution, the Federal Arbitration Act~~Nebraska, and any litigation shall ~~govern Section 15.4~~be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Cass County, Nebraska.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~Neither party to the Contract shall assign the Contract ~~as a~~in whole or in part without written consent of the other. If either party attempts to make such 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~~invalidity of any part or provision 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~~. The Contractor~~ shall ~~execute all consents reasonably required to facilitate such assignment~~not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contact Documents.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; ~~or~~ if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Notice may also be made by facsimile transmission to the last business number known to the party giving

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notice. In such case, notice will be deemed received upon electronic confirmation of receipt. The party making such facsimile transmission shall also forward a copy of such notice by regular mail. Each party to the Contract shall provide all other parties with the facsimile telephone number to which all official notices should be sent.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. having jurisdiction. 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. which shall be included in the Cost of the Work. Provided, however, Owner shall bear all costs of inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner. 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.1.1 Special Inspection and Special Testing in addition to the test and inspections required of the Contractor: The Owner will employ Special Inspector(s) as required by the applicable building code. The Contractor shall be responsible for coordinating, notifying, and scheduling all special inspections and special testing in order to maintain the progress of the work. The Contractor shall give the Architect timely notice of when and where special inspections and special tests are to be made so that the Architect may be present for such procedures. The Owner shall bear the costs of any special inspections and special testing performed under this subsection 13.5.1.1.

§ 13.5.2 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 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangementsthen the Owner shall provide or contract 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 13.5.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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 with a copy to the Owner.

§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.6 INTEREST

~~Payments~~Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as ~~the parties may agree upon in writing~~ provided by Neb. Rev. Stat. § 81-2404. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or~~, in~~ Contractor's Certificate for Payment for the ~~absence thereof, at~~ Architect, if Owner's Board of Education meets more than once per month. Any such payment shall be deemed overdue on the ~~legal rate prevailing~~forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from ~~time to time at~~ the ~~place where the Project is located~~Architect, if Owner's Board of Education meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.7 TIME LIMITS ON ~~CLAIMS~~LITIGATION

The Owner and Contractor shall commence all ~~claims and causes of action~~litigation, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the ~~final~~ dispute resolution method selected in the Agreement and within the time period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work.

§ 13.8 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.8.1 The ~~Owner and~~ Contractor ~~waive all claims~~and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and ~~causes of action not commenced~~applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.8.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

§ 13.9 CONTRIBUTIONS UNDER NEBRASKA EMPLOYMENT SECURITY LAW

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq., as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

§ 13.10 STORAGE AND DISPOSAL OF HAZARDOUS WASTE

Fines, penalties and any other action ordered by the U.S. Environmental Protection Agency or Nebraska Department of Environmental Quality arising from the performance of the Work, but excluding preexisting site conditions, are the responsibility of the Contractor and shall not be recoverable from the Owner in any fashion.

§ 13.11 WARRANTY OF EXAMINATION OF CONSTRUCTION DOCUMENTS

By signing this Agreement the Contractor does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each Contractor performing the Work shall also agree, certify, warrant and represent to the Owner that their bids have been based on a full and complete examination of the Contract Documents and Construction Documents, including as determined necessary site examination; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the Owner in considering the firm's bid. The Contractor understands it is its responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by the Contractor or a Subcontractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the Contractor or terminate any contract with the Owner. The Contractor and any Subcontractor by entering into an Agreement with the Owner consents and agrees to comply at all times with all Owner policies, regulations, directives, and practices.

§ 13.12 VERIFICATION OF IMMIGRATION STATUS

The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal

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Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

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

§ 13.13 EXCLUSION OF PERSONS WITH CRIMINAL RECORDS

By signing this Agreement, the Contractor does hereby agree, certify, warrant and represent on behalf of itself and all Subcontractors that no person shall be assigned to work on the Project with a "disqualifying criminal history" pursuant to Section 3.4.8 herein.

§ 13.14 RECORDS

§ 13.14.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within fourteen (14) calendar days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.14.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with ~~this Section 13.7~~the provisions of Section 13.14.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.14.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.14.1.

§ 13.14.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.14.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.14.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) calendar days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.15 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.15.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.15.2 Neither Architect nor Contractor shall disclose any confidential information which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information or employee information.

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§ 13.15.3 The parties acknowledge that, as a political subdivision of the State of Nebraska, Owner is subject to, and must comply with, the provisions of the Nebraska Records Management Act.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ninety (90) consecutive calendar days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.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 of disputed sums due on ~~a~~an approved Certificate for Payment within the time stated in the Contract Documents~~; or~~.

~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 calendar 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 then, after the applicable time period, the Contractor may, upon ~~seven~~twenty (20) calendar days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, ~~including reasonable overhead and profit, costs~~and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred ~~by reason~~to the date of ~~such~~ termination~~, and damages.~~ .

§ 14.1.4 If the Work is stopped for a period of ~~60~~ninety (90) consecutive calendar days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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~~twenty (20) additional calendar days' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.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.

.5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in worker misconduct in violation of Section 3.3.2 or engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.7 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action~~subject to any prior rights of the surety, 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 (7) calendar days' written 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. Any further payment shall be limited to amounts earned to the date of termination.

§ 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~~,~~ 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,~~Architect upon application~~, and this~~. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within fourteen (14) calendar days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Sections 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 If the Contractor is declared by the Owner to be in default under the Contract, then the Contractor's Performance Bond Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 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 The Contract Sum and Contract Time ~~shall~~may be adjusted, by mutual agreement for increases in the cost and time caused by suspension, delay or interruption as described in 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.

§ 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. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Education has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

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§ 14.4.2 Upon receipt of written 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 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed~~,~~ and ~~costs~~for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred ~~by reason~~to the date of ~~such termination, along with reasonable~~termination. Such payment shall not cause the Contract Sum to be exceeded. Such payment shall not include overhead and profit ~~on the~~for Work not executed.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by ~~one of~~ the ~~parties~~Contractor seeking, as a matter of right, payment of money, interpretation of the Contract terms, extension of 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.~~Project or the Work. The responsibility to substantiate Claims shall rest with the ~~party making the Claim~~Contractor.

§ 15.1.2 NOTICE OF CLAIMS

Except as otherwise provided in Section 8.3, Claims by ~~either~~ the ~~Owner or~~ Contractor must be initiated by written notice to the ~~other party~~Owner 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~~Contractor must be initiated within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the ~~claimant~~Contractor first ~~recognizes~~knew or should have known of the condition giving rise to the Claim, whichever is ~~later.~~ earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representative. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent that the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Any claim or portion of a claim by Contractor that has not been made the specific subject of a Notice within ninety (90) calendar days after the occurrence of the event giving rise to such claim or within ninety (90) calendar days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier, shall be waived. Contractor agrees that this is a reasonable notice requirement under Nebraska law.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents. ~~The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.~~

§ 15.1.4 CLAIMS FOR ADDITIONAL COST OR AN INCREASE IN THE CONTRACT SUM

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum, written notice as provided herein shall be given ~~before proceeding to execute the Work~~to Owner and Architect. Prior notice is not

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required for Claims relating to an emergency endangering life or property arising under Section 10.~~4~~5. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Education, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

~~§ 15.1.5.2~~§ 15.1.5.2 Extensions of time will not be granted for delays caused by inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

§ 15.1.5.3 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 and unusually severe for the period of time, could not have been reasonably anticipated and ~~had an adverse effect~~prevented the execution of major items of work on ~~the scheduled construction~~normal working days.

§ 15.1.5.4 Time extensions for adverse, unusually severe weather. The procedure for determination of time extensions for unusually severe weather is set forth in this Section.

§ 15.1.5.4.1 Adverse weather means atmospheric conditions at the Project location and at a definite time that are unfavorable to construction activities. For purposes of this Section, adverse weather includes precipitation at the Project location during the 24-hour period constituting a work day in a total, cumulative amount in excess of one-half (0.5) inch of rainfall or the equivalent of one-half (0.5) inch of rainfall if precipitation is other than rainfall.

§ 15.1.5.4.2 Adverse weather means weather that is more severe and abnormal, in magnitude or duration or both, than bad weather that should be expected and anticipated for the season and the Project location.

§ 15.1.5.4.3 Actual adverse weather days means days where adverse weather, or the results of adverse weather, prevented Contractor's work on critical Work activities for fifty percent (50%) or more of Contractor's scheduled work day.

§ 15.1.5.4.4 The following listing defines monthly anticipated adverse weather delay work days for the Contract period. Contractor's construction schedule, including the critical path schedule, during the term of the Agreement must reflect these anticipated adverse weather delay work days in all weather-dependent Work activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
8	5	3	4	6	4	5	5	3	2	3	6

§ 15.1.5.4.5 Contractor must adequately and sufficiently document actual adverse weather days in Contractor reports. Adequate and sufficient documentation is such that an independent third-party, including the Initial Decision Maker and the Owner, could determine that adverse weather conditions existed and that the requirements of an actual adverse weather day were met. For purposes of clarity, charts showing only daily cumulative rainfall amounts are insufficient to adequately and sufficiently document actual adverse weather days. Contractor's failure to adequately and sufficiently document conditions to show actual adverse weather days may result in rejection of Contractor's claim.

§ 15.1.5.4.6 The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in the schedule above has been exceeded in a particular month, Contractor may submit a claim to the Initial Decision Maker for consideration.

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§ 15.1.5.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of weather delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.5.adver Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.6.1 Except as provided and subject to the provisions herein, the Contractor and the Owner waive claims against each other for consequential damages arising out of or relating to the subject matter of this Agreement.

§ 15.1.6.2 The mutual waiver in § 15.1.6.1 applies only to the extent: (1) the party against whom the claim for consequential damages is made has obtained and maintained the insurance coverages and limits required by the Agreement and the Contract Documents; (2) such insurance specifically allows claims for consequential damages up to the specific policy limits; (3) the insurance covers the event and consequential damages at issue, and (4) for such amounts in excess of the actual recovery of insurance proceeds by the claiming party.

§ 15.1.6.3 The mutual waiver in § 15.1.6.1 shall not apply to the following: (1) specific items of damage allowed for in this Agreement and in the Contract Documents; and (2) assessment of liquidated damages by the Owner against the Contractor, but only if provided and allowed for in the Agreement.

§ 15.1.6.4 Notwithstanding anything in the Agreement to the contrary, the Contractor waives all claims against the Owner for consequential damages incurred by the Contractor for any office expenses, for personnel, for loss of financing, business and reputation, and for loss of profit, except anticipated profit directly from the Work.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2 ~~INITIAL DECISION~~.1 RECOMMENDATION OF ARCHITECT

§ 15.2.1 ~~Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10~~Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the ~~Initial Decision Maker~~Architect for written recommendation. An initial ~~decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded~~recommendation by ~~this Section 15.2.1, an initial decision~~the Architect shall be required as a condition precedent to mediation ~~of any Claim~~ or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless thirty (30) calendar days have passed after the Claim has been referred to the ~~Initial Decision Maker~~Architect with no ~~decision~~recommendation 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~~ by the Architect.

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§ 15.2.2 The ~~Initial Decision Maker~~Architect will review Claims and within ~~ten~~fourteen (14) calendar days of the receipt of ~~a~~the Claim take one ~~or more~~ of the following actions: (1) request additional supporting data from the ~~claimant~~Contractor, or (2) make a ~~response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest~~ written recommendation to the Owner, with a ~~compromise, or (5) advise the parties that the Initial Decision Maker is unable~~copy 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.~~ the Contractor.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~Architect 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~~Architect in making a written recommendation.

§ 15.2.4 If the ~~Initial Decision Maker~~Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ~~ten~~fourteen (14) calendar days after receipt of such request, and shall either ~~(1)~~ provide a response on the requested supporting data, ~~(2)~~ advise the ~~Initial Decision Maker~~ Architect when the response or supporting data will be furnished or ~~(3)~~ advise the ~~Initial Decision Maker~~Architect 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~~ Following receipt of the Architect's written recommendation regarding a Claim, ~~or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision~~the Owner and Contractor shall ~~(1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving~~attempt to reach agreement as ~~the Initial Decision Maker, of~~ to any ~~change in~~ adjustment to the Contract Sum or Guaranteed Maximum Price and/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~~. If no agreement can be reached, then either party may ~~file for~~request mediation of ~~an initial decision at any time, subject to the terms of~~ the dispute pursuant to Section 15.~~2.6.1~~3.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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**~~**§ 15.2.6** Upon receipt of a Claim against the Contractor~~,~~ or at any time thereafter, the Architect or 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~~Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the ~~surety's~~surety's assistance in resolving the controversy.

~~**§ 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.~~

§ 15.3 ALTERNATIVE DISPUTE RESOLUTION

§ 15.3 ~~**MEDIATION**~~

~~**§ 15.3.1** Claims, disputes, or other matters in controversy~~**.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived ~~as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 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~~ under the terms of 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~~

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~~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~~ Documents, may by mutual agreement of the Owner and Contractor, after written recommendation by the Architect or thirty (30) calendar days after submission of the Claim to the Architect, be subject to mediation.

~~§ 15.3.3 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~~§ 15.3.2 If the parties agree to resolve their Claims by mediation, such mediation shall be subject to and in accordance with the Nebraska Uniform Mediation Act.. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the mediation shall be conducted by a mediation center approved by the Nebraska Office of Dispute Resolution.

§ 15.3.3 If mediation is agreed to by the parties, the parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within Cass County, Nebraska, unless another location is mutually agreed upon~~.~~ by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Education, signed by the parties if approved by the Board of Education, and, if signed, shall thereafter be enforceable as ~~settlement agreements in any court having jurisdiction thereof~~provided by the laws of the State of Nebraska.

§ 15.3.4 A party may elect at anytime to resolve their claim though litigation pursuant to Section 13.1.

§ 15.4 NO ARBITRATION

~~**§ 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. 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** Either party, at its sole discretion, 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** Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.~~

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part

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hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Nebraska, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Nebraska. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Owner-furnished/Contractor-installed (OFCI) products.
   4. Contractor's use of site and premises.
   5. Coordination with occupants.
   6. Work restrictions.
   7. Specification and Drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Plattsmouth Community Schools, Track, Football, Baseball Resurfacing .
   1. Project Location: 1912 East Highway 34, Plattsmouth, NE 68048.

B. Owner: Plattsmouth Community Schools, 1912 East Highway 34, Plattsmouth, NE 68048.

C. Landscape Architect: RDG Planning & Design, 1302 Howard Street, Omaha, NE 68102.
   1. The terms "Landscape Architect" and "Architect" are synonymous.

D. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
   1. See Section 01 31 00 "Project Management and Coordination." for requirements for using web-based Project software.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
   1. Work includes the removal of existing track surfacing, synthetic turf surfacing at football field and baseball field, and baseball bullpens. Installation of new track surfacing, synthetic turf at football field and baseball field, baseball bullpens, site paving, chain link fencing and gates, utilities, and seeding.

B. Type of Contract:
   1. Project will be constructed under a single prime contract.

C. Commencement of Work On-Site: Work may commence on-site on May 25, 2026.

D. Project Completion:
   1. Sequence the Work to achieve Substantial Completion on or before August 3, 2026.

1.4 WORK PERFORMED BY OWNER

A. Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:

1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.
    a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.

2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. On occupancy, Owner will assume responsibility for maintenance for occupied portions of Work.

1.8 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, unless approved in advance by Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than three days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use facsimile of form provided in Project Manual.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
      j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
      k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 SUBMITTAL PROCEDURES

A. Prepare proposal requests as PDF electronic files and upload to Architect's web-based Project software website specifically established for project. Enter required data in web-based software site to fully identify submittal.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
      e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.
8. Submit or post proposal requests using Portable Data File (PDF) format.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SUBMITTAL PROCEDURES

A. Prepare schedule of values and Applications for Payment as PDF electronic files and upload to Architect's web-based Project software website specifically established for project. Enter required data in web-based software site to fully identify submittal.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Owner's name.
      c. Name of Architect.
      d. Architect's Project number.
      e. Contractor's name and address.
      f. Date of submittal.
   2. Arrange schedule of values consistent with format of AIA Document G703.
   3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
   4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
      a. Differentiate between items stored on-site and items stored off-site.
   6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
   7. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
   8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
   1. Other Application for Payment forms proposed by the Contractor shall be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
   3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
   4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
   1. Provide name and location of storage facility, detailed list of stored materials, certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
   2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
   3. Provide summary documentation for stored materials indicating the following:
      a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
      b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
      c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit PDF electronic file of signed and notarized original copy of each Application for Payment to Architect via electronic transmission procedure established for Project. Include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Products list (preliminary if not final).
   5. Schedule of unit prices.

6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies (submit with executed Agreement).
13. Performance and payment bonds (submit with executed Agreement).

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
      a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."
   2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. AIA Document G706.
   5. AIA Document G706A.
   6. AIA Document G707.
   7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. RFIs.
   3. Digital project management procedures.
   4. Project meetings.

1.2 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 SUBMITTAL PROCEDURES

A. Prepare submittals and other documents required by this Section as PDF electronic files and upload to Architect's web-based Project software website specifically established for project. Enter required data in web-based software site to fully identify submittal.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Post copies of list in project meeting room and temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Owner name.
   3. Project number.
   4. Date.
   5. Name of Contractor.
   6. Name of Architect.
   7. RFI number, numbered sequentially.
   8. RFI subject.
   9. Specification Section number and title and related paragraphs, as appropriate.
   10. Drawing number and detail references, as appropriate.
   11. Field dimensions and conditions, as appropriate.
   12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   13. Contractor's signature.
   14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
   1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond.
   1. The following Contractor-generated RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Architect's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.
   2. Architect's action may include a request for additional information, in which case Contractor shall promptly respond. Architect’s response may be withheld until additional contractor information is provided.
   3. Architect's action on RFIs does not authorize a change to the Contract Time or the Contract Sum.
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response and submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
      b. No change to the Contract Documents impacting cost or time shall proceed unless directed by a fully executed contract change document.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Architect.
   4. RFI number including RFIs that were returned without action or withdrawn.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of Architect's Digital Data Files: Digital data files of Architect's BIM model will be provided by Architect for Contractor's use during construction.
   1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
   2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
   3. Contractor shall execute a data licensing agreement in the form of AIA Document C106-2022, Digital Data Licensing Agreement included in Project Manual following this Section.
   4. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

B. Web-Based Project Software: Provide, administer, and use web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.
   1. Web-based Project software site includes, at a minimum, the following features:
      a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
      b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
      c. Document workflow planning, allowing customization of workflow between project entities.
      d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
      e. Track status of each Project communication in real time, and log time and date when responses are provided.
      f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
      g. Processing and tracking of payment applications.
      h. Processing and tracking of contract modifications.
      i. Creating and distributing meeting minutes.
      j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
      k. Management of construction progress photographs.
      l. Mobile device compatibility, including smartphones and tablets.
   2. Provide unlimited number of web-based Project software user licenses for use of Owner, Architect, and Architect's consultants. Provide software training for web-based Project software users.

3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.

C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
   3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
   1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Responsibilities and personnel assignments.
      b. Tentative construction schedule.
      c. Designation of key personnel and their duties.
      d. Lines of communications.
      e. Use of web-based Project software.
      f. Procedures for processing field decisions and Change Orders.
      g. Procedures for RFIs.
      h. Procedures for testing and inspecting.
      i. Procedures for processing Applications for Payment.
      j. Distribution of executed Agreement, bonds and insurance certificates.
      k. Distribution of the Contract Documents.
      l. Submittal procedures.
      m. Preparation of Record Documents.
      n. Use of the premises.
      o. Work restrictions.
      p. Working hours.
      q. Owner's occupancy requirements.
      r. Responsibility for temporary facilities and controls.
      s. Procedures for disruptions and shutdowns.
      t. Construction waste management and recycling.
      u. Parking availability.
      v. Office, work, and storage areas.
      w. Equipment deliveries and priorities.
      x. First aid.
      y. Security.

z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   a. Contract Documents.
   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
   i. Possible conflicts.
   j. Compatibility requirements.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written instructions.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.
   y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    1) Review schedule for next period.
b. Review present and future needs of each entity present, including the following:
    1) Interface requirements.
    2) Sequence of operations.
    3) Status of submittals.
    4) Deliveries.
    5) Off-site fabrication.
    6) Access.
    7) Site use.
    8) Temporary facilities and controls.
    9) Progress cleaning.
    10) Quality and work standards.
    11) Status of correction of deficient items.
    12) Field observations.
    13) Status of RFIs.
    14) Status of Proposal Requests.
    15) Pending changes.
    16) Status of Change Orders.
    17) Pending claims and disputes.
    18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

AIA® Document C106™ – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

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

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

for the following Project:
(Name and location or address of the Project)

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

Sample

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§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data 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.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
(Choose only one option below.)

☐ **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

☐ **§ 3.1.2** Other:
(Identify terms, permitted uses, or other conditions related to the Digital Data.)

§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:
(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

Sample

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This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.
(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

TRANSMITTING PARTY *(Signature)*

(Printed name and title)

RECEIVING PARTY *(Signature)*

(Printed name and title)

Sample

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SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's Construction Schedule.
   2. Site condition reports.
   3. Unusual event reports.

1.2 SUBMITTAL PROCEDURES

A. Prepare construction schedules, site condition reports, and special reports as PDF electronic files and upload to Architect's web-based Project software website specifically established for project. Enter required data in web-based software site to fully identify submittal.

1.3 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Indicate start and completion dates for the following as applicable:
      a. Securing of approvals and permits required for performance of the Work.
      b. Temporary facilities.
      c. Construction of mock-ups, prototypes and samples.
      d. Contractor’s punch list.
      e. Owner’s/Architect’s punch list.
   3. Long Lead-Time Procurement Activities: Include procurement process activities for major items requiring a cycle of more than 60 days as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   4. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
   5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
   6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Mock-ups: Indicate dates for completion of all mock-ups and the review time to obtain approval. Do not begin work represented by the mock-up until the mock-up is approved. List as part of the critical path for the work.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues.
   2. Unanswered Requests for Information.
   3. Rejected or unreturned submittals.
   4. Notations on returned submittals.
   5. Pending modifications affecting the Work and the Contract Time.

F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.5 GANTT-CHART SCHEDULE REQUIREMENTS

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

B. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule.

C. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1.6 REPORTS

A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

B. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
   1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal schedule requirements.
   2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
   1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
   2. Initial Submittal: Submit concurrently with construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
   3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
      a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
   4. Format: Arrange the following information in a tabular format:
      a. Scheduled date for first submittal.
      b. Specification Section number and title.
      c. Submittal Category: Action; informational.
      d. Name of subcontractor.
      e. Description of the Work covered.
      f. Scheduled date for Architect's final release or approval.
      g. Scheduled dates for purchasing.
      h. Scheduled date of fabrication.
      i. Scheduled dates for installation.
      j. Activity or event number.

1.4 SUBMITTAL FORMAT

A. Submittal Information: Include the following information in each submittal:
   1. Project name.
   2. Date.
   3. Name of Architect.
   4. Name of Contractor.

5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF document, incorporating complete information into each PDF file. Name PDF file with submittal number.
1. PDF Documentation Format: Unrestricted, searchable, read-only, Portable Document Format (PDF) that allows printing, copying or extracting content, and the addition of markups using Adobe Acrobat, Bluebeam Revu, or similar PDF reading and editing software.
2. Electronically convert paper documents using Optical Character Recognition (OCR) software if needed to comply with specified documentation format properties.
3. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
4. Name file with submittal number or other unique identifier, including revision identifier.
   a. File name shall use Specification Section number followed by a dash and then a sequential number (e.g., 061000-01).
   b. Resubmittals shall include an alphabetic suffix (e.g., 061000-01a).

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website specifically established for project. Enter required data in web-based software site to fully identify submittal.
   a. No fee or special software other than internet access is required for access to or use of web-based software website.
   b. Specific access instructions will be provided following Award of Contract.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Do not submit Safety Data Sheets (SDS) with submittal. Safety Data Sheets included with submittal documents will not be reviewed by Architect.
6. Submit Product Data before or concurrent with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
   1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
      a. Project name and submittal number.
      b. Product name and name of manufacturer.
      c. Sample source.
      d. Drawing designation or Specification paragraph number and generic name of each item.
   3. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
      a. Submit separate paper copy of transmittal and physical Samples to Architect.
   4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
      a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
      b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
   5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
      a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.
   6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
      a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Retain one returned Sample set as a project record Sample.
         1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
         2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
   2. Manufacturer and product name, and model number if applicable.
   3. Number and name of room or space.
   4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:
   1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
   2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
   3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
   4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
   5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
   6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:
   1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
   2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
   3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
   4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
   5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
    1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
    1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
    1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
    1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

B. Informational Submittals: Architect's responsive action is not required; noncompliant submittals will be returned.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents or received from sources other than Contractor may be returned without review or discarded at Architect’s discretion.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
   4. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Mockups: Full-size physical assemblies that are constructed either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
   1. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
   2. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTAL PROCEDURES

A. Prepare submittals and reports as PDF electronic files and upload to Architect's web-based Project software website specifically established for project. Enter required data in web-based software site to fully identify submittal.

1.6 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.

2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports and documents as specified.

D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
   1. Provide test specimens representative of proposed products and construction.
   2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

4. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
5. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
6. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
7. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect 14 days in advance of dates and times when mockups will be constructed. Coordinate date and time of mockup reviews to coincide with Project progress meetings.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Field quality-control testing and field special inspection services specified are the Owner's responsibility. Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.
   1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms, including "shown," "noted," "scheduled," and "specified," have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
   1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations, List: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; (see FGIA).
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; www.concrete.org.
9. ACP - American Clean Power; (Formerly: American Wind Energy Association); www.cleanpower.org.
10. ACPA - American Concrete Pipe Association; www.concretepipe.org.
11. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
12. AF&PA - American Forest & Paper Association; www.afandpa.org.
13. AGA - American Gas Association; www.aga.org.
14. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
15. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
16. AI - Asphalt Institute; www.asphaltinstitute.org.
17. AIA - American Institute of Architects (The); www.aia.org.
18. AISC - American Institute of Steel Construction; www.aisc.org.
19. AISI - American Iron and Steel Institute; www.steel.org.
20. AITC - American Institute of Timber Construction; (see PLIB).
21. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
22. AMPP - Association for Materials Protection and Performance; www.ampp.org.
23. ANSI - American National Standards Institute; www.ansi.org.
24. AOSA/SCST - Association of Official Seed Analysts (The)/Society of Commercial Seed Technologists (The); www.analyzeseeds.com.
25. APA - APA - The Engineered Wood Association; www.apawood.org.
26. APA - Architectural Precast Association; www.archprecast.org.
27. API - American Petroleum Institute; www.api.org.
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASA - Acoustical Society of America; www.acousticalsociety.org.
30. ASCE - American Society of Civil Engineers; www.asce.org.
31. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (see ASCE).
32. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
33. ASME - ASME International; American Society of Mechanical Engineers (The); www.asme.org.
34. ASSE - ASSE International; (American Society of Sanitary Engineering); www.asse-plumbing.org.
35. ASSP - American Society of Safety Professionals; www.assp.org.
36. ASTM - ASTM International; www.astm.org.
37. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
38. AVIXA - Audiovisual and Integrated Experience Association; www.avixa.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.

43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - Business and Institutional Furniture Manufacturer's Association; www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; www.bwfbadminton.com.
50. CARB - California Air Resources Board; www.arb.ca.gov.
51. CDA - Copper Development Association Inc.; www.copper.org.
52. CE - Conformite Europeenne (European Commission); www.ec.europa.eu/growth/single-market/ce-marking.
53. CEA - Canadian Electricity Association; www.electricity.ca.
54. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
55. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
56. CGA - Compressed Gas Association; www.cganet.com.
57. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
58. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
59. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
60. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
61. CPA - Composite Panel Association; www.compositepanel.org.
62. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
63. CRRC - Cool Roof Rating Council; www.coolroofs.org.
64. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
65. CSA - CSA Group; www.csagroup.org.
66. CSI - Cast Stone Institute; www.caststone.org.
67. CSI - Construction Specifications Institute (The); www.csiresources.org.
68. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
69. CTA - Consumer Technology Association; www.cta.tech.
70. CTI - Cooling Technology Institute; www.coolingtechnology.org.
71. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
72. DHA - Decorative Hardwoods Association; www.decorativehardwoods.org.
73. DHI - Door and Hardware Institute; www.dhi.org.
74. ECIA - Electronic Components Industry Association; www.ecianow.org.
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. EOS/ESD - EOS/ESD Association, Inc.; Electrostatic Discharge Association; www.esda.org.
78. ESTA - Entertainment Services and Technology Association; www.esta.org.
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FGIA - Fenestration and Glazing Industry Alliance; https://fgiaonline.org.
82. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
83. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
84. FM Approvals - FM Approvals LLC; www.fmapprovals.com.
85. FM Global - FM Global; www.fmglobal.com.
86. FRSA - Florida Roofing and Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
87. FSA - Fluid Sealing Association; www.fluidsealing.com.
88. FSC - Forest Stewardship Council U.S.; www.fscus.org.
89. GA - Gypsum Association; www.gypsum.org.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HMMA - Hollow Metal Manufacturers Association; (see NAAMM).
93. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
94. IAS - International Accreditation Service; www.iasonline.org.
95. ICC - International Code Council; www.iccsafe.org.
96. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.

97. ICPA - International Cast Polymer Association (The); www.theicpa.com.
98. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
99. IEC - International Electrotechnical Commission; www.iec.ch.
100. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
101. IES - Illuminating Engineering Society; www.ies.org.
102. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
103. IGMA - Insulating Glass Manufacturers Alliance; (see FGIA).
104. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
105. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
106. Intertek - Intertek Group; www.intertek.com.
107. ISA - International Society of Automation (The); www.isa.org.
108. ISFA - International Surface Fabricators Association; www.isfanow.org.
109. ISO - International Organization for Standardization; www.iso.org.
110. ITU - International Telecommunication Union; www.itu.int.
111. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
112. LPI - Lightning Protection Institute; www.lightning.org.
113. MBMA - Metal Building Manufacturers Association; www.mbma.com.
114. MCA - Metal Construction Association; www.metalconstruction.org.
115. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
116. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
117. MHI - Material Handling Industry; www.mhi.org.
118. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
119. MPI - Master Painters Institute; www.paintinfo.com.
120. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry, Inc.; www.msshq.org.
121. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
122. NACE - NACE International; (National Association of Corrosion Engineers International); (see AMPP).
123. NADCA - National Air Duct Cleaners Association; www.nadca.com.
124. NAIMA - North American Insulation Manufacturers Association; www.insulationinstitute.org.
125. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
126. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
127. NBI - New Buildings Institute; www.newbuildings.org.
128. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
129. NCMA - National Concrete Masonry Association; www.ncma.org.
130. NEBB - National Environmental Balancing Bureau; www.nebb.org.
131. NECA - National Electrical Contractors Association; www.necanet.org.
132. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
133. NEMA - National Electrical Manufacturers Association; www.nema.org.
134. NETA - InterNational Electrical Testing Association; www.netaworld.org.
135. NFHS - National Federation of State High School Associations; www.nfhs.org.
136. NFPA - National Fire Protection Association; www.nfpa.org.
137. NFPA - NFPA International; (see NFPA).
138. NFRC - National Fenestration Rating Council; www.nfrc.org.
139. NGA - National Glass Association; www.glass.org.
140. NHLA - National Hardwood Lumber Association; www.nhla.com.
141. NLGA - National Lumber Grades Authority; www.nlga.org.
142. NOFMA - National Oak Flooring Manufacturers Association; (see NWFA).
143. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
144. NRCA - National Roofing Contractors Association; www.nrca.net.
145. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
146. NSF - NSF International; www.nsf.org.
147. NSI - Natural Stone Institute; www.naturalstoneinstitute.org.
148. NSPE - National Society of Professional Engineers; www.nspe.org.
149. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
150. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
151. NWFA - National Wood Flooring Association; www.nwfa.org.

152. NWRA - National Waste & Recycling Association; www.wasterecycling.org.
153. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
154. PDI - Plumbing & Drainage Institute; www.pdionline.org.
155. PLASA - PLASA; www.plasa.org.
156. PLIB - Pacific Lumber Inspection Bureau; www.plib.org.
157. PVCPA - Uni-Bell PVC Pipe Association; www.uni-bell.org.
158. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
159. RFCI - Resilient Floor Covering Institute; www.rfci.com.
160. RIS - Redwood Inspection Service; (see WWPA).
161. SAE - SAE International; www.sae.org.
162. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
163. SDI - Steel Deck Institute; www.sdi.org.
164. SDI - Steel Door Institute; www.steeldoor.org.
165. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (see ASCE).
167. SIA - Security Industry Association; www.securityindustry.org.
168. SJI - Steel Joist Institute; www.steeljoist.org.
169. SMA - Screen Manufacturers Association; www.smainfo.org.
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
171. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
172. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
173. SPIB - Southern Pine Inspection Bureau; www.spib.org.
174. SPRI - Single Ply Roofing Industry; www.spri.org.
175. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
176. SSINA - Specialty Steel Industry of North America; www.ssina.com.
177. SSPC - SSPC: The Society for Protective Coatings; (see AMPP).
178. STI/SPFA - Steel Tank Institute/Steel Plate Fabricators Association; www.steeltank.com.
179. SWI - Steel Window Institute; www.steelwindows.com.
180. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
181. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
182. TCNA - Tile Council of North America, Inc.; www.tcnatile.com.
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.kbcdco.tema.org.
184. TIA - Telecommunications Industry Association (The); www.tiaonline.org.
185. TMS - The Masonry Society; www.masonrysociety.org.
186. TPI - Truss Plate Institute; www.tpinst.org.
187. TPI - Turfgrass Producers International; www.turfgrasssod.org.
188. TRI - Tile Roofing Industry Alliance; www.tileroofing.org.
189. UL - Underwriters Laboratories Inc.; www.ul.org.
190. UL LLC - UL LLC; www.ul.com.
191. USAV - USA Volleyball; www.usavolleyball.org.
192. USGBC - U.S. Green Building Council; www.usgbc.org.
193. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
194. WA - Wallcoverings Association; www.wallcoverings.org.
195. WCLIB - West Coast Lumber Inspection Bureau; (see PLIB).
196. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
197. WDMA - Window & Door Manufacturers Association; www.wdma.com.
198. WI - Woodwork Institute; www.woodworkinstitute.com.
199. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
200. WWPA - Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
   1. CPSC - U.S. Consumer Product Safety Commission; www.cpsc.gov.
   2. DOC - U.S. Department of Commerce; www.commerce.gov.
   3. DOD - U.S. Department of Defense; www.defense.gov.
   4. DOE - U.S. Department of Energy; www.energy.gov.
   5. DOJ - U.S. Department of Justice; www.ojp.usdoj.gov
   6. DOS - U.S. Department of State; www.state.gov.
   7. EPA - United States Environmental Protection Agency; www.epa.gov.
   8. FAA - Federal Aviation Administration; www.faa.gov.
   9. GPO - U.S. Government Publishing Office; www.gpo.gov.
   10. GSA - U.S. General Services Administration; www.gsa.gov.
   11. HUD - U.S. Department of Housing and Urban Development; www.hud.gov.
   12. LBNL - Lawrence Berkeley National Laboratory; Energy Technologies Area; www.lbl.gov/.
   13. NIST - National Institute of Standards and Technology; www.nist.gov.
   14. OSHA - Occupational Safety & Health Administration; www.osha.gov.
   15. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
   16. USACE - U.S. Army Corps of Engineers; www.usace.army.mil.
   17. USDA - U.S. Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
   18. USDA - U.S. Department of Agriculture; Rural Utilities Service; www.usda.gov.
   19. USP - U.S. Pharmacopeial Convention; www.usp.org.
   20. USPS - United States Postal Service; www.usps.com.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. CFR - Code of Federal Regulations; Available from U.S. Government Publishing Office; www.govinfo.gov.
   2. DOD - U.S. Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
   3. DSCC - Defense Supply Center Columbus; (see FS).
   4. FED-STD - Federal Standard; (see FS).
   5. FS - Federal Specification; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
      a. Available from Defense Standardization Program; www.dsp.dla.mil.
      b. Available from U.S. General Services Administration; www.gsa.gov.
      c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
   6. MILSPEC - Military Specification and Standards; (see DOD).
   7. USAB - United States Access Board; www.access-board.gov.
   8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (see USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. BEARHFTI; California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; (see BHGS).
   2. BHGS; State of California Bureau of Household Goods and Services; (Formerly: California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation); www.bhgs.dca.ca.gov.
   3. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.oal.ca.gov/publications/ccr/.

4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; https://tfsweb.tamu.edu/.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

1.4 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices: Not required.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Telephone Service: Not required; provide superintendent with cellular telephone.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
   1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
      a. Provide temporary, directional signs for construction personnel and visitors.
   2. Maintain and touch up signs so they are legible at all times.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
   1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
   1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
   2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
   3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
   4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
   1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a comparable product or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
   1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
   2. Data indicating compliance with the requirements specified in "Comparable Products" Article.

E. Basis-of-Design Product Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures" that demonstrates compliance with requirements.

F. Substitution: Refer to Section 01 25 00 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
   1. Resolution of Compatibility Disputes between Multiple Contractors:
      a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
      b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
   1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
   2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
      a. Name of product and manufacturer.
      b. Model and serial number.
      c. Capacity.
      d. Speed.
      e. Ratings.
   3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

1.4 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
   2. Store products to allow for inspection and measurement of quantity or counting of units.
   3. Store materials in a manner that will not endanger Project structure.
   4. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from the wind.
   5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
   3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
   6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect; whose determination is final.

B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements.
a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.
a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"
4. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation. Architect will notify Contractor of approval or rejection of proposed comparable product within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
1. Submittal Procedures: Comply with Section 01 33 00 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

C. Submittal Requirements:
1. Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements in individual Specification Sections.
2. When approved in advance by Architect, other submittal requirements specified in individual Specification Sections may be combined with comparable product submittal. Approval by the Architect of comparable product submittal and of other submittal requirements will satisfy product’s submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 71 23.20 – TRACK & FIELD SURVEYING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. This section covers all labor and materials required to provide survey and certification of key construction elements and the final track & field facility. The Contractor is responsible for completing all survey work.

1.2 CODES AND STANDARDS

A. The survey work must be completed by a licensed surveyor or engineer. Codes and standards follow the current guidelines set forth by the International Association of Athletics Federations (IAAF) and National Federation of State High School Associations (NFSHSA). Where discrepancies are noted between these various governing bodies, the rules of the NFSHSA shall be enforced.

1.3 SUBMITTALS

A. The following information must be submitted by the Contractor:
   1. After installation of all field events:
      a. Survey all field events with elevations as follows:
         1) Center of all long jump take-off stripes
   2. After installation of the asphalt base:
      a. Survey the asphalt base locations, with elevations, at the inside edge of Lane1, inside edge of Lane 5 at:
         1) 10 meter intervals starting at the common finish line
         2) All sprint chute corners
      b. Provide verification that the 400 meter oval fits on the asphalt as installed.
   3. After installation of the Track & Field synthetic surface and line markings:
      a. The Contractor shall submit the attached Track & Field Measurements Form, stating the completed facility meets requirements outlined in the NFSHSA. The Engineer or Surveyor, selected by the Contractor, must survey the facility's as-built line markings.
      b. Measurements shall include:
         1) levels of the track, runways, approaches and landing surfaces;
         2) permanent track measurements;
         3) start and finish lines;
         4) track lanes;
         5) baton-passing zones;
         6) hurdle placements;

PART 2 - GENERAL

2.1 NONE

PART 3 - GENERAL

3.1 NONE

END OF SECTION 01 71 23.20

Track & Field Measurements

I. Facility Information

Owner: _____

Facility Name: _____

Location: _____

II. Surveyor/Engineer Information

Firm Name: _____

Contact: _____

Phone #: _____

Registration #: _____

III. General Information

Date of Survey: _____

Weather Conditions: _____

IV. Track Oval Measurements

All measurements and calculations to 0.001m

A. Raised aluminum curb: _____ (Y/N):

Note: Measure line to be measured at 30 cm for raised curb and at 20 cm for no curb.

B. Radius to measure line: _____m

C. Distance between radius points: _____m

D. Lane width: _____m

V. Line Markings

All entries to be in meters

A. Races starting in lanes – Measured distances from start to finish.

	Lane							
Event	1	2	3	4	5	6	7	8
100m								
100m (Reverse)								
100m (Alternate)								
110m								
110m (Reverse)								
110m (Alternate)								
200m								
200m (Reverse)								
300m								
400m								
800m								
4 x 400m								
4 x 200m								

Notes: 4 x 100 start line is the same as the 400m start line.

B. Waterfall starting lines – Measured distance to finish first lap

	Lane							
Event	1	2	3	4	5	6	7	8
800m								
1500m								
1600m								
Mile								
300m								
3200m								
5000m								
10000m								
800m	Box Alley Starts							
1600m								
3200m								
5000m								
10000m								

Notes: Box Alley for lanes 1-4 is the same as the main waterfall starting line.

C. Relay races – Measured distance to finish line

	Lane								
4 x 100m	1	2	3	4	5	6	7	8	
End (a)									Exchange Zone 3
Center (b)									
Start (c)									
Zone Length (c-a)									
Acceleration (d)									
Zone Length (d-c)									
End (a)									Exchange Zone 2
Center (b)									
Start (c)									
Zone Length (c-a)									
Acceleration (d)									
Zone Length (d-c)									
End (a)									Exchange Zone 1
Center (b)									
Start (c)									
Zone Length (c-a)									
Acceleration (d)									
Zone Length (d-c)									

	Lane								
4 x 200m	1	2	3	4	5	6	7	8	
End (a)									Exchange Zone 2
Center (b)									
Start (c)									
Zone Length (c-a)									
Acceleration (d)									
Zone Length (d-c)									
End (a)									Exchange Zone 1
Center (b)									
Start (c)									
Zone Length (c-a)									
Acceleration (d)									
Zone Length (d-c)									

Notes: Exchange zone 3 for the 4 x 200m relay is the same as exchange zone 2 for the 4 x 100m relay.

	Lane								
4 x 400m	1	2	3	4	5	6	7	8	
End (a)									Exchange Zone 2
Center (b)									
Start (c)									
Zone Length (c -a)									
End (a)									Exchange Zone 1
Center (b)									
Start (c)									
Zone Length (c -a)									

D. Hurdle events

Hurdle 1 – distance from start line

Hurdle 2-9 – offset distance

Hurdle 10 – distance to finish line

		Lane							
100m	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								
		Lane							
100m (Reverse)	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								

		Lane							
100m (Alternate)	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								

		Lane							
110m	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								

		Lane							
110m (Reverse)	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								

		Lane							
110m (Alternate)	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								

		Lane							
400m	Hurdle	1	2	3	4	5	6	7	8
	1								
	2								
	3								
	4								
	5								
	6								
	7								
	8								
	9								
	10								

a. Long Jump

Runway 1 Runway width: _____m

Runway length: _____m

Long jump board to edge of sand: _____m

Runway 2 Runway width: _____m

Runway length: _____m

Long jump board to edge of sand: _____m

VI. Slopes

A. Lateral incline: Oval

NFHS RULE: Maximum lateral inclination across the full width of the track oval shall not exceed 2%

Incline towards Lane 1: _____(Y/N)

Elevations shots to be taken at:

Inside line of Lane 1: C

Center of track oval: B

Outside line of outer lane: A

	Incline (%)		
Location	A-B	B-C	A-C
Common finish line			
Center of turn 1			
End of turn 1			
Center of back straight			
Beginning of turn 2			
Center of turn 2			
End of turn 2			
Center of main straight			

B. Lateral incline: Runways

C. NFHS RULE: Maximum lateral inclination across the full width of the track oval shall not exceed 2%

Provide levels at 10m intervals at the inside, center and outside of each runway; include level of all take-off boards.

Runway			Runway 1	Runway 1
Long Jump	Lateral Inclination	0		
		10m		
		20m		
		30m		
		40m		
		50m		
		LJ Board		

D. Overall incline: Running Events

NFHS RULE: Maximum downward inclination in the direction of running shall not exceed 0.1% over the entire length of the event.

	Incline %							
Event	1	2	3	4	5	6	7	8
100m								
100m (Reverse)								
100m (Alternate)								
110m								
110m (Reverse)								
110m (Alternate)								
200m								
200m (Reverse)								
300m								
400m								

E. Overall incline: Runways

F. NFHS RULE: Maximum downward inclination in the direction of running shall not exceed 0.1% over the entire length of the event.

Runway			Runway 1	Runway 1
Long Jump	Overall Inclination	0		
		10m		
		20m		
		30m		
		40m		
		50m		
		LJ Board		

G. Long Jump Landing Areas

Incline to be measured from the center of the take-off board to center of sand pit.

	Incline %	
Event	Runway 1	Runway 2
Long Jump		

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Progress cleaning.
   6. Repair of the Work.
   7. Protection of installed construction.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, electrical systems, and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 FIELD ENGINEERING

A. Reference Section 01 71 23.20 “Track & Field Surveying” for survey of completed track.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of use.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Proceed with patching after construction operations requiring cutting are complete.

E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

I. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final Completion procedures.
   3. List of incomplete items.
   4. Submittal of Project warranties.
   5. Final cleaning.

1.2 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificate of Insurance: For continuing coverage.

B. Certificates: For the following certifications as defined in Contract Documents and identified in Project Closeout Checklist attached to this Section.
   1. Certificate of Contribution Status.
   2. Asbestos Free Certificate.
   3. Lead Free Certificate.
   4. Free of Formaldehyde and Government Emissions Standards.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 7 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.
5. Submit waste diversion submittals not previously submitted.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 7 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Perform preventive maintenance on equipment used prior to Substantial Completion.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
6. Complete final cleaning requirements.
7. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Include the following information at the top of each page:
      a. Project name.
      b. Date.
      c. Name of Architect.
      d. Name of Contractor.
      e. Page number.
   2. Submit list of incomplete items in the following format:
      a. PDF Electronic File: Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
   1. Submit on digital media acceptable to Owner.

E. Warranties in Paper Form:
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
      a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Remove snow and ice to provide safe access to building.
      f. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      h. Remove labels that are not permanent.
      i. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
      j. Clean strainers.
      k. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in waste management plan.

3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

3.3 PROJECT CLOSEOUT CHECK LIST

A. Reference Lincoln Public Schools Project Closeout Check List following this Section.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for preparing operation and maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:
   1. PDF electronic file. Assemble each manual into a composite electronically indexed file.
      a. Submit on digital media acceptable to Owner.
   2. Submit one paper copy..

C. Manual Submittal: Submit each manual in final form 7 days prior to requesting inspection for Substantial Completion.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
   1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
      a. Documentation Format: Unrestricted, searchable, read-only PDF that allows printing, copying, or extracting content, and the addition of markups using Adobe Acrobat, Bluebeam Revu, or similar PDF reading and editing software.
      b. Electronically convert paper documents using Optical Character Recognition (OCR) software if needed to comply with specified documentation format properties.
   2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," and Project title or name.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization of Manuals: Each manual to contain the following, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1.5 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:
1. Product name and model number.

2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings.
   2. Record specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of Record Drawings as follows:
      a. Final Submittal:
         1) Submit PDF of scanned Record Prints or annotated PDF electronic file.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued. At Contractor’s option an annotated electronic PDF file copy may be maintained of Record Drawings.
   1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.
      e. Cross-reference record prints to corresponding photographic documentation.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
      a. Dimensional changes to Drawings.
      b. Revisions to details shown on Drawings.
      c. Depths of foundations.
      d. Locations and depths of underground utilities.
      e. Revisions to routing of piping and conduits.
      f. Revisions to electrical circuitry.
      g. Actual equipment locations.
      h. Locations of concealed internal utilities.
      i. Changes made by Change Order or Construction Change Directive.
      j. Changes made following Architect's written orders.
      k. Details not on the original Contract Drawings.
      l. Field records for variable and concealed conditions.

m. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

C. Format: Submit Record Drawings as annotated PDF electronic file.

1.4 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

B. Format: Submit record specifications as annotated PDF electronic file.

1.5 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.

1.6 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.
   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

SECTION 11 68 33.35 – BASEBALL EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specification sections, apply to this section.

1.2 SUMMARY

This section includes the following:

1. Home Plate
2. Pitching Rubber and Bases
3. Baseball Bullpen Mound Forming System
4. Baseball Batter's Box Forming System
5. Base Anchor Access Frames
6. Baseball & Softball Backstop Netting Systems
7. On-Deck Circles
8. Hitting Mats

1.3 SUBMITTALS

A. Furnish installation shop drawings for all site furnishings.

B. Submit manufacturer's product information, color samples and materials literature for each manufactured product.

PART 2 - PRODUCTS

2.1 HOME PLATE

A. Basis of Design Manufacturer:
   1. Sportsfield Specialties: https://www.sportsfield.com/
      a. Model Schutt Hollywood Bury All
      b. Product # SHSRHP
      c. Quantity:
         1) One (1) on baseball field
         2) Bullpen home plates to be white synthetic turf.
      d. Install per manufacturer's recommendations.

2.2 PITCHING RUBBER & BASES

A. Pitching Rubber Basis of Design Manufacturer:
   1. Sportsfield Specialties:
      a. Schutt Hollywood Step-Down (6"x24")
         1) Product # LGSRSLSD
         2) Quantity five (5)
            a) One (1) on baseball field
            b) Four (4) at baseball bullpens
         3) Install per manufacturer's recommendations.

B. Bases Basis of Design Manufacturers:

1. Sportsfield Specialties:
    a. Jack Corbett MLB Hollywood bases.
    b. Product # LGBBPL
    c. Quantity One (1) set of three
    d. Install per manufacturer's recommendations.
    e. Provide Square Plugs
        1) Quantity: Four (4)

C. Double First Base Basis of Design Manufacturer:
1. Sportsfield Specialties
    a. Hollywood Impact Double 1st Base
    b. Product # LGHIBD with ground anchors.
    c. Quantity: One (1)
    d. Install per manufacturer's recommendations

2.3 BASEBALL BULLPEN PITCHING MOUND FORMING SYSTEM

A. Basis of Design Manufacturer:
1. Sportsfield Specialties
    a. Product: PMFSBPD Double Mound Forming System
    b. Quantity: Two (2) double bullpen mound
    c. Install per manufacturer's recommendations.

2.4 BASEBALL BATTER'S BOX FORMING SYSTEM

A. Basis of Design Manufacturer:
1. Sportsfield Specialties
    a. Product: BBFSB Baseball Batter's Box Forming System
    b. Quantity: One (1) for the competition field.
    c. Install per manufacturer's recommendations.

2.5 BASE ANCHOR ACCESS FRAMES

A. Basis of Design Manufacturer:
1. Sportsfield Specialties
    a. 2nd and 3rd Base:
        1) Product: SHAFIT Schutt/Hollywood Anchor Access Frame with Infill Retainer System for Synthetic Turf Applications.
        2) Quantity: 2
        3) Install per manufacturer's recommendations.
        4) Provide nailer board around frame.
    b. 1st Base:
        1) Product SHAFPRIT Schutt/Hollywood Dual Anchor Access Frame with Retainer System for Synthetic Turf Applications.
        2) Quantity: 1
        3) Install per manufacturer's recommendations.
        4) Provide nailer board around frame.

2.6 BASEBALL BACKSTOP NETTING SYSTEM

A. Basis of Design Manufacturer:
1. Sportsfield Specialties
    a. Backstop Net Poles: Existing. Connect net to existing poles.
    b. Baseball netting height: 25' from finish grade.
    c. Protective netting: Protective netting to be placed above the backstop wall.

d. Protective netting to be:
   1) Ultra Cross Knotless Netting, Dyneema Ultra-High Molecular Weight Polyethylene (UHMWE) SK-75 Black Fiber Construction
      a) 6 x 25 IWFC galvanized wire rope – 5/8" diameter main horizontal support, 37,000 lb minimum breaking strength, 12,333 lb minimum working load limit.
      b) 7x19 GAC galvanized aircraft cable – 3/8" diameter tie-back support, 14,400 lb minimum breaking strength, 4,800 lb minimum working load limit.
      c) 7x19 GAC Galvanized aircraft cable – ¼" diameter vertical and bottom horizontal supports, 7,000 lb. minimum breaking strength, 2,333 lb minimum working load limit.
      d) Hot dipped galvanized attachment and assembly hardware.
      e) Net Warranty; warranted against defects in material and/or fabrication for 12 months from date of delivery.
      f) Net and Rope Bound Border:
         (1) Ultra Cross Knotless Netting
         (2) Dyneema Ulstra-High Molecular Weight Polyethylene (UHMWPE) SK-75 Black Fiber Construction.
         (3) 4 Ply, 1.2 mm dia. Twine
         (4) 95% open mesh area
         (5) 58,445 psi min. breaking strength
         (6) 30% max elongation at break
         (7) 1 ¾" square mesh, 0.009 lbs/sf
         (8) 4-strand, braided, continuous monofilament Dyneema fiber
         (9) Black multi-filament polypropylene solid braid derby rope sewn binding on perimeter edges – ¼" diameter, 530 lb min. breaking strength.
         (10) Urethan black bonded finish
e. Include all required hardware to tightly secure netting to existing steel tubes and existing backstop wall per manufacturer's recommendations.
f. It is optional per the manufacturer for the netting system to allow for the netting to be raised and lowered from the ground via winch system.

2.7 ON-DECK CIRCLES

A. On-Deck Circles as provided by Cover Master, or approved equivalent.
   1. Product: Dura-Pad On Deck Circle
   2. 6' Diameter
   3. Owner to provide artwork for logos on the on-deck circles.
   4. Quantity: Two (2).

2.8 HITTING MATS

A. Basis of Design Manufacturer; Beacon Athletics
   1. Product: Pro-Model Hitting Mat with Tufted Home Plate
   2. 6'x12'
   3. Brown
   4. 5mm thick turf mat with reinforced urethane fam back with permanent white lines.
   5. Quantity: Three (3).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all site furnishings according to manufacturer’s specifications level, plumb, and true as shown on drawings.

3.2 REPAIR

A. Touch-up minor delivery and installation nicks with manufacturer’s recommended paint.

END OF SECTION 11 68 33.35

SECTION 31 10 00 - SITE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing existing vegetation.
   2. Clearing and grubbing.
   3. Stripping and stockpiling topsoil.
   4. Removing above-grade and below-grade site improvements.
   5. Disconnecting, capping or sealing, removing site utilities or abandoning site utilities in place.

1.2 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

F. Demolish: Completely remove and legally dispose of off-site.

G. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.

H. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 SUBMITTALS

A. Record drawings, according to Division 01 Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.5 QUALITY ASSURANCE

A. Preconstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
   1. Do not proceed with work on adjoining property until directed by Architect.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where directed.

D. Utility Locator Service: Notify utility locator service for area where Project is located before site preparation commences.

E. Do not commence site preparation operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near plant protection zones.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
   1. Flag each tree trunk at 54 inches above the ground.

C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
   1. Arrange with utility companies to shut off indicated utilities.
   2. Owner will arrange to shut off indicated utilities when requested by Contractor.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Architect not less than two (2) days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Architect's written permission.

C. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
   1. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 below exposed subgrade for existing plants occurring in areas outside of proposed building and paving areas.
   2. All stumps and roots occurring in areas of the proposed building and pavements are to be completely removed.
   3. Chip removed woody materials and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
   1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.4 VEGETATION STRIPPING, TOPSOIL STRIPPING & STOCKPILING

A. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. Six inches (6”) is considered the minimum stripping depth.
   1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

B. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Limit height to width ratio of topsoil stockpiles to prevent sloughing.
   2. Do not stockpile topsoil within tree protection zones.
   3. Dispose of excess topsoil as specified for waste material disposal.

3.5 SITE IMPROVEMENTS

A. Remove existing above-grade and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, dugouts, field lighting, fencing and others as indicated.
   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
   2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Rough grading.
   2. Fine grading.
   3. Preparing subgrades for slabs-on-grade, pavements, lawns and grasses and exterior plants.
   4. Excavating and backfilling for structures.
   5. Drainage course for slabs-on-grade.
   6. Aggregate subbase Type A1 for synthetic turf
   7. Aggregate subbase Type A2 for synthetic turf
   8. Separation Geotextile Fabric Types A and B
   9. Subbase for concrete walks and pavements.
   10. Subsurface drainage backfill for trenches.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

C. Drainage Course (Granular Fill): Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
   2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

E. Fill: Soil materials used to raise existing grades.

F. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
   1. Excavation of Footings, Trenches, and Pits: Defined as Caterpiller Model No. 320CL or equivalent track-mounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 18,650 lbf; measured according to SAE J-1179.
   2. Bulk Excavation: Defined as Caterpillar Model No. 973C or equivalent track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, pavement, or topsoil materials.

1.3 SUBMITTALS

A. Product Data: For the following:
1. Aggregate Type A1
2. Aggregate Type A2
3. Geotextile Fabric Type A and B
4. Controlled low-strength material, including design mixture

B. Samples: 1 gallon sample of each aggregate material.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698, or ASTM D 4253 and D4254 where Standard Proctor Technique (ASTM D 698) does not result in a definable maximum dry density and optimum moisture content, for each borrow soil material proposed for fill and backfill.
3. Field density test reports.
4. Lab analysis of imported topsoil.

D. Construction Schedule and Sequencing
1. Submit prior to commencing site operations
2. Refer to Division 1 for information on critical schedule items

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver only materials that fully conform to these specifications, or for which submittals have been furnished to Owner and approved for use.

B. Immediately remove cleared, grubbed, and excavated material in locations that will minimize environmental damage, protect adjacent areas from runoff, and not interfere with operations.
1. Control erosion around stockpiles

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
1. Notify Owner not less than seven days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.
3. Contact utility-locator service for area where Project is located before excavating.

B. Contract Limits:
1. Contract limits are shown on the drawing.
2. Contractor will maintain his construction operation within these limits.
3. Disturbance or damage occurring outside these limits as a result of Contractor’s operations will be repaired to original condition at no expense to the Owner.

C. If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify Owner immediately.

D. Coordination
   1. Expose possible coordination conflicts in advance of construction, such as utility lines and drainage structures
   2. Verify elevations and locations of each utility and verify clearance for proposed construction
   3. Complete other elements of the Work which can affect line and grade in advance of other open cut construction unless noted on Drawings
   4. Coordinate abandonment of existing storm sewer or other drainage facilities with site work and grading to ensure positive drainage in all phases of the Work
   5. Notify Owner of conflicts discovered or changes needed to accommodate unknown or changed conditions

E. Coordinate the following activities with utility owners that have facilities in or near the work area
   1. Location of utility lines, mains, cables, and appurtenance shown on Drawings or from information furnished by utility companies and Owner
   2. Excavation and exposing of underground utilities in line of the Work
      a. Confirm location of underground utilities by excavating ahead of the Work
      b. Verify exact location of utilities by using hand excavation methods within 18 inches of marked utility lines

F. Notify Owner and utility company immediately if utility line is damaged during construction and coordinate repair within 24 hours
   1. Contractor Responsibility For Utility Coordination and Damage
      a. Be solely responsible for all utility coordination and construction in area of existing utilities
         1) No claims for additional compensation allowed to Contractor for interference or delay caused by utility company
      b. Pay for damage to utilities or private or public property owners due to utility disruption

G. Preconstruction Meeting
   1. Attend Owner-facilitated preconstruction meeting

H. Sequencing
   1. Obtain necessary permits
   2. Remove items as shown on Drawings
   3. Construct Project in stages as shown on Drawings
   4. Adjust manholes and other fixtures to new grades
   5. Backfill and finish grade earth surfaces as shown on Drawings

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Are defined as low plasticity cohesive soil with a liquid limit less than 45 and a plastic index of less than 23, further defined in the geotechnical report; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Are as defined in the geotechnical report.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Drainage Course (Granular Fill): Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel.

E. Topsoil: Defined as fertile, friable loam, capable of sustaining vigorous plant growth. Free from well drained site, free from flooding, not in frozen or muddy conditions. Free from subsoil, clay lumps, roots, grass, weeds, stones larger than ¾" in diameter and free from foreign matter. Acidity range (pH) of 5.5 to 7.5, containing minimum 4% and maximum percent organic matter.
1. All stripped sod shall be removed from the site and shall not be used under fill or intermingled within the topsoil placement.

2.2 DRAINAGE COURSE FOR SYNTHETIC TURF FIELD

A. Aggregate Type A1: (refer to paragraph 3.17 for mock-up requirements)
1. Sourced from Martin Marietta, Weeping Water Mine, 2651 Hwy 50, Weeping Water, NE 68463. Substitutions must be approved prior to bids.
2. Clean crushed stone, 1" clean, quality crushed stone standards for base-course material for in-fill turf field. LA Abrasion of 45 or lower; not more than 8% on the Type A freeze and thaw per NDOR T103; 6 or less on the Absorption; and 5 or less on the shale test. Per following:

	Sieve	% Passing
3.	1 1/2"	100
4.	1"	95-100
5.	3/4"	70-95
6.	1/2"	35-50
7.	3/8"	20-30
8.	#4	2-10
9.	#8	2-10
10.	#16	0-12
11.	#30	0-5

B. Aggregate Type A2:
1. Sourced from Martin Marietta, Weeping Water Mine, 2651 Hwy 50, Weeping Water, NE 68463. Substitutions must be approved prior to bids.
2. Clean crushed stone, 3/8" course washed chip, quality crushed stone standards for surface-course material for in-fill turf field. LA Abrasion of 45 or lower; not more than 8% on the Type A freeze and thaw per NDOR T103; 6 or less on the Absorption; and 5 or less on the shale test. Per following:

	Sieve	% Passing
3.	3/8"	94-100
4.	#4	25-35
5.	#8	0-5
6.	#16	0-5
7.	#30	0-3
8.	#60	0-3

2.3 GEOTEXTILES

A. Geotextile Type A:
1. Separation Geotextile: Tencate Mirafi 160N, or approved equivalent. Nonwoven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters. Complying with AASHTO M 288 and the following, measured per test methods referenced:

a.	Grab Tear Strength:	160 lbs
b.	Grab Tensile Strength:	50%
c.	Trapezoid Tear Strength:	60 lbs
d.	CRB Puncture Strength:	410 lbs
e.	Apparent Opening Size:	70 mm
f.	Permittivity:	1.5 sec-1
g.	Flow Rate:	110 gal/min/sf
h.	UV Resistance:	70%
i.	Roll Dimensions:	15 x 300

j. Roll Area: 500 sy

B. Geotextile Type B:
1. Separation Geotextile: Tencate Mirafi 600x, or approved equivalent. Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters. Complying with AASHTO M 288 and the following, measured per test methods referenced:
a. Grab Tear Strength: 315 lbs
b. Grab Tensile Strength: 15%
c. Trapezoid Tear Strength: 120 lbs
d. CBR Puncture Strength: 900 lbs
e. Apparent Opening Size: 40 mm
f. Permittivity: 0.05 sec-1
g. Flow Rate: 4.0 gal/min/sf
h. UV Resistance: 70%
i. Roll Dimensions: 17.5 x 258
j. Rol Area: 500 sy

2.4 CONTROLLED LOW-STRENGTH MATERIAL

A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material per cubic yard as follows:
1. Portland Cement: 50 lbs, ASTM C 150, Type I II or III.
2. Fly Ash: 250 lbs, ASTM C 618, Class C or F.
3. Fine Aggregate: 2910 lbs, ASTM C 33.
4. Water: 60 gallons, ASTM C 94/C 94M.

2.5 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, 12 inches below grade, continuously inscribed with a description of the utility.

B. Tracer Wire: No. 12 AWG solid copper wire, manufactured by Kris-Tech Cable, designed for burial applications. No splices are allowed in any tracer wire.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
      a. Remove rock to lines and grades indicated to permit installation of permanent construction.

3.4 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
   1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
   2. Slope sides of excavations to comply with codes and ordinances having jurisdiction.
   3. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
   4. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 SUBGRADE INSPECTION

A. Notify Geotechnical Engineer when excavations have reached required subgrade.

B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below site areas to receive fill, the building slabs, and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
   2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
   3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the Geotechnical Engineer, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect/Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect/Engineer.

3.8 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Surveying locations of underground utilities for Record Documents.
   3. Testing and inspecting underground utilities.
   4. Removing concrete formwork.
   5. Removing trash and debris.
   6. Removing temporary shoring and bracing, and sheeting.
   7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:
   1. Under grass and planted areas, use satisfactory soil material.
   2. Under walks and pavements, use satisfactory soil material.
   3. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill cohesive soil layer before compaction to a optimum moisture content range of -1 to +4 percent..
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent Std. Proc. for Cohesive Soil, 98% Std. Proc. for Cohesionless Soil, or 70% Relative Density.

2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent Std. Proc. for Cohesive Soil, 98% Std. Proc. for Cohesionless Soil, or 70% Relative Density
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent Std. proc.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.13 EMBANKMENTS

A. General: Prepare site, place, and compact excavated materials to required elevation and cross section.

B. Construction:
1. Construct embankment in horizontal layers not more than 8” in loose thickness.
2. Deposit each layer over full width of embankment as separate and distinct operation.
3. After layer is deposited, smooth to uniform depth by means of suitable motor patrol or bulldozer.
4. If soil is wet so that it will not sufficiently compact by one passing of roller per inch of loose thickness. Dry by discing.
5. If soil is dry so that it will not satisfactorily compact by rolling, moisten material before compaction; manipulate material to secure proper distribution of moisture before compaction.
6. Whenever operations are suspended during periods rain is likely to occur, smooth and compact surface to shed water readily.
7. Compact according to the requirements of 3.14C.

3.14 TURF AREA CONSTRUCTION

A. Finish excavation and embankment work in compliance with contract document grade and cross section.

B. Grade and slope surfaces to drain.

C. Scarify construction traffic areas, material stockpile areas, construction trailer areas and other compacted soils to a depth of 12 inches prior to finish grading.

D. Smooth and finish grade to provide good seed bed

E. Prohibit construction traffic on finished turf areas

F. Monitor settlement until seed is established, adding material as needed and smoothing by hand methods where required to maintain required finish grade

3.15 PLANTING ZONE CONSTRUCTION

A. Finish excavation and embankment work in compliance with contract document grade and cross section

B. Leave designated planting zones 18 inches below finish grade and slope surfaces to drain
   1. Unless otherwise indicated on Drawings, planting zones extend out 15 feet from face of building
   2. Construct other planting zones where designated on Drawings

C. Scarify construction traffic areas, material stockpile areas, construction trailer areas and other compacted soils to a depth of 12 inches prior to finish grading

D. Shape to slope and cross section

E. Smooth and finish grade to provide a well drained and sloped planting zone suitable for planting

F. Prohibit construction traffic on finished planting zones

G. Monitor settlement for 1 month, adding material as needed and smoothing by hand methods where required to maintain required finish grade

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect or Geotechnical Engineer.

D. Testing agency will test compaction of soils in place according to ASTM D 1556 and ASTM D 2216 or ASTM D 2922 and ASTM D 3017 as applicable. Tests will be performed at the following locations and frequencies:
   1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
   2. Finished subgrade for track surfacing: at subgrade and at each compacted fill and backfill layer, at least 1 test for every 10,000 sq ft. or less of finished subgrade area.
   3. Owner will select test locations.
   4. Additional testing may be required by Owner if noncompliance or change in conditions occurs.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.17 MOCK-UP

A. Contractor to provide a 10' x 10' or larger area for a mock-up of Aggregates Type A1 and A2. Mock-up may become a part of final installation, if approved. Place mock-up over completed drainage system. Test mock-up for permeability and work-ability to install synthetic turf system. Notify Landscape Architect, Owner and Synthetic Turf installer for review of completed mock-up for approval prior to installation of remainder of aggregate subbase on field.

3.18 FIXTURE ADJUSTMENT

A. All manholes, catch basins, valve boxes, fire hydrants, etc., encountered within the areas to be paved or graded shall be adjusted to meet the finished surface of the proposed improvement.

B. The approximate locations of known manholes, catch basins, valve boxes, fire hydrants, etc are shown on the plans. Any damage resulting from the Contractor's operations shall be corrected at the Contractor's expense.

C. Set existing manholes to finished pavement grade or finished topsoil grade:
   1. Remove existing manhole castings and pre-cast concrete cone section as required; add pre-cast concrete manhole sections and replace cone section.
   2. Use adjusting rings to set casting at finished grade; twelve inches (12") maximum height; bed each ring with cold applied bituminous jointing material; Sewertite, Bigson-Homas, or equal.
   3. With PCC pavement, pour manhole castings in slab; do not use box out without approval from Landscape Architect.

3.19 NATURAL AND ARTIFICIAL DRAINAGE

A. If necessary during the progress of the work to interrupt the natural drainage of the surface water, Contractor shall provide approved temporary drainage facilities.

B. If necessary to interrupt any field tile drains that might be encountered in this work, the Contractor shall restore or extend drains as necessary. Payment for this work will be on the basis of contract conditions relative to changes in work.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

D. Reconditioning Compacted Areas: Where completed subgrade or partial fill/backfill areas below pavements, buildings or site structures are disturbed by excessive drying, subsequent construction operations, erosion, or adverse wet weather, scarify surface, moisture condition to the specified moisture content range, re-shape, and compact to required density prior to further construction. Soils that have a moisture content in the upper 2" having less than 65% of optimum as determined by the Standard Proctor test shall be considered excessively dry.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 20 00

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes exterior cement concrete pavement for the following:
   1. Driveways.
   2. Parking lots.
   3. Curbs and gutters.
   4. Walkways.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with fly ash when permitted

1.3 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
   1. Aggregates. Delete paragraph and subparagraphs below if material test reports are not required.

D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Fiber reinforcement.
   4. Admixtures.
   5. Curing compounds.
   6. Applied finish materials.
   7. Bonding agent or epoxy adhesive.
   8. Joint fillers.

E. Jointing plan for parking lot and driveway paving.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. ACI Publications: Comply with current additions of ACI 330R-08, "Guide for Design and Construction of Concrete Parking Lots," unless modified by requirements in the Contract Documents.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: MDO Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
   1. Furnish in the largest practicable sizes to minimize the number of joints and to conform to the submitted jointing plan.
   2. Use flexible or curved forms for curves with a radius 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets unfinished.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed billet steel bars, unfinished.

C. Plain Steel Wire: ASTM A 82, unfinished.

D. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs, unfinished.

E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
   1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
   2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
   1. Portland Cement: ASTM C 150, Type I, gray.
      a. Fly Ash: AASHTO M 295, Class C.

B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source for exposed concrete. Use crushed limestone aggregate for all exposed concrete and floor slabs. Gravel aggregate may be used for unexposed concrete.
   1. Maximum Coarse-Aggregate Size: 1 inch nominal.
   2. Fine Aggregate: Natural sand (resulting from disintegration of rock through erosional processes) consisting of clean, hard, durable, mineral aggregate particles free from injurious amount of silt, shale, coal, organic matter, or other objectionable material.

C. Limestone Coarse Aggregate: clean, hard, durable and uncoated with not more than the following limits of other material;
   1. Clay lumps, 0.5%
   2. Coal and carbonaceous shale, 0.5%
   3. Total of all shale, similar objectionable materials, and coal combined, 1.0%
   4. Iron oxide, 0.5%
   5. Organic materials, except coal, 0.1%
   6. Unsound chert particles retained on 3/8 inch sieve, 2.0%

7. Chert particles which break into three or more pieces when subjected to Nebraska DOT freezing and thawing test shall be considered unsound.
8. Chert in limestone aggregate is defined as unsound when any of the fractions on the crushed chert do not meet Nebraska DOT soundness requirements.

D. Water: ASTM C 94/C 94M.

E. Air-Entraining Admixture: ASTM C 260.

F. Chemical Admixtures: AASHTO M 194, Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 1 percent water-soluble chloride ions by mass of cementitious material.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
7. Calcium chloride not permitted.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, burlap cloth made from jute or kenaf that has not been in contact with wool, sugar, molasses, or other substance that might have an objectionable effect on fresh concrete, weighing approximately 10 oz./sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.5 RELATED MATERIALS

A. Isolation-Joint-Filler Strips: Asphalt treated fiber board joint material with backer rod or closed cell polyethylene foam. Asphalt impregnated materials are not acceptable.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:
1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.6 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.

B. Proportion mixtures to provide normal-weight concrete with the following properties:
1. Compressive Strength (28 Days): 4000 psi.

2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 3 inches plus or minus 1 inch.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 7.5 percent plus 1.5 percent or minus 1 percent for slip form place concrete, and 7 percent plus 1.5 percent or minus 1 percent for non-slip form paving resulting in 6 percent for finished concrete after consolidation.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing admixture, high-range, water-reducing admixture, high-range, water-reducing and retarding admixture, plasticizing and retarding admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 as follows:
1. Fly Ash rate shall not exceed 20%. Not allowed between October 16 and March 15.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below parking lots and drives with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons.
3. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earth Moving."

C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork for grade and alignment to following tolerances:
   1. Top of forms not more than 1/8” in 10’.
   2. Vertical face on longitudinal axis, not more than 1/4” in 10’.

C. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
   1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
   1. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
   2. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
   3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
   1. Extend joint fillers full width and depth of joint.
   2. Terminate joint filler not less than 1/2 inch or more than 3/4 inch below finished surface if joint sealant is indicated.
   3. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
   4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
   5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-third of the concrete thickness, as follows:

1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
2. Seal sawed joints in parking lots and drives. Do not seal sawed joints in walks and terraces.
3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
2. Place concrete in two operations; strike off initial pour for entire width of placement and to the

H. Screed pavement surfaces with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators.

N. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
1. Burlap Finish for Parking and Drives: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish for Walks and Platforms: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
   1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
      a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
   2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
   3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
   4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
   5. Compression Test Specimens: ASTM C 31/C 31M; cast and field cure one set of three standard cylinder specimens for each composite sample.
   6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
      a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

B. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

C. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

D. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

E. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced work with specified requirements.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is cracked, broken, damaged, or defective or that does not comply with requirements in this Section.

B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Isolation and contraction joints within concrete pavement.

1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: For each type and color of joint sealant required. Install joint-sealant samples in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.5 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
   2. When joint substrates are wet or covered with frost.
   3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
   4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 COLD-APPLIED JOINT SEALANTS

A. Single-Component Jet-Fuel-Resistant Urethane Sealant for Concrete: Single-component, pourable, coal-tar-modified, urethane formulation complying with ASTM C 920 for Type S; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.
   1. Available Products:
      a. Sonneborn, Div. of ChemRex, Inc.; Sonolastic SL 1.

2.4 HOT-APPLIED JOINT SEALANTS

A. Sealant for Concrete and Asphalt: Single-component formulation complying with ASTM D 3405.
   1. Available Products:
      a. Koch Materials Company; Product No. 9005.
      b. Koch Materials Company; Product No. 9030.
      c. Meadows, W. R., Inc.; Sealtight Hi-Spec.

2.5 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.6 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of backer materials.
   2. Do not stretch, twist, puncture, or tear backer materials.
   3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses provided for each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealants from surfaces adjacent to joint.
   2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.

G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 32 13 73

SECTION 32 18 17 – SYNTHETIC RUNNING TRACK SURFACING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Provide all labor, materials, equipment, and supervision required for the Work.
   2. Track Surfacing.
   3. Work shall include computations and the installation of track markings.
   4. Certification of track dimensions.

1.2 SUBMITTALS

A. Prior to order of materials, the Contractor shall submit the following:
   1. Details on construction, including any details that may deviate from these plans and specifications.
   2. Synthetic track surfacing installer quality assurance statement documenting experience of at least three (3) successful installations of similar scope within the past three (3) years, including a list of these projects with locations and owner references.
   3. One 12 inch x 12 inch sample of synthetic track surfacing to be installed.
   4. The synthetic track surfacing installer shall employ only qualified, experienced supervisors and technicians skilled in the installation of this system.

B. Prior to construction, a list of any items that are regarded as technical guidelines for the installation of the surface that varies from the Contract Documents.

C. Upon track markings completion, supply the Owner and Landscape Architect with all necessary as-built drawings showing markings and color coding for each event.

D. Upon track markings completion, the Owner and Landscape Architect with a letter of certification submitted by a Professional Engineer, Land Surveyor or Certified Track Builder in charge of the track layout attesting to the accuracy of the markings.

E. Prior to final project acceptance, supply the Owner and Landscape Architect with written maintenance instructions and recommendations for the synthetic running track surfacing and markings.

F. Submit all delivery slips during construction for rubber material to ensure that Nebraska derived recycled rubber is being used.

1.3 WARRANTY

A. The Synthetic Track Surfacing System shall be fully guaranteed against faulty workmanship and material failure for a period of five (5) years from the date of acceptance.

B. The warranty shall not be prorated nor limited by amount of usage.

C. Synthetic surfacing material found to be defective as a result of faulty workmanship and/or material failure shall be replaced or repaired at no charge, upon written notification within the guarantee period.

1.4 SHOP DRAWINGS

A. Prior to track markings being completed, submit shop drawing(s) of track markings complete with color coding. All measurements and tolerances shall conform with those recommended by

the National Federation of State High School Associations (NFHS) current rules for track and field event layout.

1.5 QUALITY ASSURANCE

A. Prior to order of materials, the Contractor shall submit the following:
   1. The synthetic running track surfacing installer shall have the experience of at least three (3) successful installations of similar scope within the past three (3) years. Provide a list of successful installations to landscape architect prior to the manufacturing and shipment of materials.
   2. The synthetic running track surfacing installer shall employ only qualified, experienced supervisors and technicians skilled in the installation of this system.

1.6 APPROVED INSTALLERS

A. Hellas Construction
12000 W Parmer Ln
Austin, TX 78613
Tel: 800-233-5714

B. Midwest Tennis and Track Co.
22 S Main St, PO Box 160
Denison, IA 51442
Tel: 712-263-3554

C. Mid-America Sports Construction
1621 SE Summit St
Lee's Summit, MO 64081
Tel: 816-524-0010

D. Qualified installer must be submitted by the Contractor and approved by the Landscape Architect prior to bidding.
   1. For consideration for approval as approved installation company, the contractor shall submit to architect for review a list of (3) previous track installations installed by contractor within the state of Nebraska. The list of tracks shall be for installation installed by actual company and not by subcontractor. The lists shall include location, date of installation, owner contact, and track surface product. This shall be submitted to architect no less than 7 days prior to bid opening.

PART 2 - PRODUCTS

2.1 SYNTHETIC SURFACING

A. Synthetic running track surfacing shall be one of the following sourced from one of the following approved manufacturers:

   1. Track Surfacing Basis of Design:
      a. epiQ Tracks V300, Black; www.epiqtracks.com
         - Blue exchange zones
      b. Beynon BSS 200, Black; www.beynonsports.com
         - Blue exchange zones
      c. Stobitan SSC, Black; www.fishertracks.com
         - Blue exchange zones
   2. Qualified product submitted by the Contractor and approved by the Landscape Architect prior to bidding.

2.2 PAINT

A. Paint shall be as recommended by the manufacturer of the track surface.

2.3 TRACK & FIELD EQUIPMENT

A. See section 11 68 33.35.

2.4 EPIQ TRACKS PERFORMANCE STANDARDS

A. The epiQ Tracks V300 Synthetic Track Surfacing System shall exhibit the following minimum performance standards:

1. Thickness: 13mm or as specified
2. Shore A Hardness: 55 +/-5
3. Elongation at Break: $\geq$ 40%
4. Tensile Strength: 0.80 N/mm2 @ 70F
5. Abrasion Resistance: 0.25 grams loss after 1000 cycles
6. Coefficient of Friction: Dry: 0.70-075 / Wet: 0.60-0.65
7. Resilience: 38-42%
8. Tear Resistance: 60-75 psi

2.5 EPIQ TRACKS V300 MATERIALS

A. Primer for epiQ Tracks V300:

1. Polyurethane-based primers specifically formulated to be compatible with the base and track surfacing material.

B. Black SBR Granules

1. The rubber granules for the base mat shall be recycled SBR rubber (Styrene Butadiene Rubber), process and chopped to 1mm-3mm size, containing less than 4% dust.
2. Material shall be certified 100% State of Nebraska recycled tire SBR rubber granules.

C. EPDM Granules

1. The rubber granules for the structural spray wearing coats shall be EPDM peroxide cured, man-made rubber containing a minimum of 18-20% EPDM and having a specific gravity of 1.5 +/- 0.08. The EPDM rubber will be 0.5mm-1.5mm EPDM granules. EPDM granules shall be of the same color as the polyurethane. Color to be black, or as chosen by the Owner.

D. Polyurethane Binder

1. Binder to the black rubber mat shall be an MDI-based and or MDI/TDI mixture, mono-component, polyurethane-binding agent. The binding agent shall not have a TDI monomer level above 0.2%, must be clear or black in color, not milky, and must be solvent free. The binding agent must be specially formulated for compatibility with SBR rubber crumb.

E. Polyurethane (Seal Coat)

1. A pore sealer shall be applied directly onto the base mat. Seal coat to be solvent free, two-component, thixotropic polyurethane-based on MDI. Completely seal bae mat prior to topcoat application.
2. The topcoat is a UV stabilized, self-leveling, two-component polyurethane based on 100% MDI. The polyurethane is solvent free, “TDI Free”, and contains no mercury, lead, or any other heavy metals as defined by the EPA. All polyurethane materials shall be made in the United States.

F. Structural Spray Coating
   1. The spray coating shall be the MDI-based and or MDI/TDI mixture, one or two component, moisture-cured, pigmented polyurethane, specifically formulated for compatibility with EPDM granules. The coating shall be the color black, or as chosen by the Owner.

G. Line Marking Paint
   1. The line marking paint shall be latex-based compatible with polyurethane synthetic track surfaces.

H. Thickness shall be 13mm.

2.6 BEYNON PERFORMANCE STANDARDS

A. The Beynon BSS 200 Synthetic Track Surfacing System shall exhibit the following minimum performance standards as required by WA:

1.	Thickness:	13mm or as specified by WA
2.	Shore A Hardness:	55 +/- 5
3.	Elongation at Break:	≥40%
4.	Tensile Strength:	0.75 N/mm2
5.	Abrasion Resistance:	0.25 grams loss after 1000 cycles
6.	Coefficient of Friction:	Dry: 0.7-0.75, Wet: 0.6-0.65
7.	Resilience:	37%-39%
8.	Tear Resistance:	50-65 psi

B. If requested, the sample size shall be approximately one (1) square foot. The samples shall be taken for testing and not replaced. A sample shall be taken for every four thousand (4,000) square feet. If the surface is acceptable, the Owner will accept the responsibility of the testing cost and the replacement cost for surface areas. The installation Contractor will be responsible for all tests that fail the above characteristics.

C. The above performance characteristics shall be a part of the overall performance of the surface. The data that shall be obtained from the above testing will be the factors that will determine the final acceptance of the surface if the above tests are required.

D. The Owner reserves the right to submit the surface to the above tests at any time during the length of the guarantee. Consideration will be given to the time and use of the surface.

2.7 BEYNON BSS 200 MATERIALS

A. Primer for Beynon BSS 200:
   1. Primers must be polyurethane-based, specifically formulated to be compatible with the paved SBR base and track surfacing material.

B. Black SBR Granules:
   1. The rubber granules for the base mat shall be recycled SBR rubber, processed and chopped to 1-3mm size, containing less than 1% dust.
   2. Material shall be certified 100% State of Nebraska recycled tire SBR rubber granules.

C. Polyurethane Binder:
   1. Binder for the black mat shall be BEYPUR, an MDI-based single component, polyurethane binding agent. The binder shall not have a free TDI monomer level above 0.2% and must be solvent free.
   2. The binder must be specially formulated for compatibility with SBR rubber crumb.

D. EPDM Granules for Beynon BSS 200
   1. The rubber granules for the BEYPUR structural spray wearing coats shall be EPDM peroxide cured, synthetic rubber containing a minimum 20% EPDM resin, with a specific gravity of 1.5 ±0.1 g/cm3. The EPDM rubber shall be the same color as chosen by the owner for the track surface.

E. Structural Spray Coating for Beynon BSS 200:
   1. The spray coating shall be BEYPUR, an MDI-based single component, moisture cured, 100% solids, pigmented polyurethane, specifically formulated for compatibility with EPDM granules. The coating shall be the color specified by the owner. Pigment intergraded in the field shall not be allowed.

F. Seal Coat
   1. BEYPUR 200, the two-component polyurethane resin for this application, shall be pigmented to match the color of the wear coat. The material shall be applied by a squeegee to ensure that the black mat is sealed.

G. Thickness shall be 13mm.

2.8 STOBITAN SSC PERFORMANCE STANDARDS

A. The Stobitan SSC Synthetic Track Surfacing System shall exhibit the following minimum performance standards:
   1. Thickness: 13mm or as specified
   2. Force Reduction: 35 - 50%
   3. Elongation at Break: $\geq$40%
   4. Tensile Strength: 0.5 N/mm2
   5. Coefficient of Friction: Dry: $\leq$1.1, Wet: $\geq$0.5
   6. Vertical Deformation: 0.6 – 2.5mm

2.9 STOBITAN SSC MATERIALS

A. Primer:
   1. If 135.00 + is used, it shall be mixed 50/50 specifically for priming concrete/asphalt prior ton installation of polyurethane coating. Primer is also used to prime cured polyurethane prior to the application of a new layer, when necessary.

B. Black SBR Granules:
   1. The rubber granules shall be recycled SBR rubber, processed and graded to 1-4mm size, containing no fiber or metal and contains less than 4% dust.
   2. Material shall be certified 100% State of Nebraska recycled tire SBR rubber granules.

C. Polyurethane Binder:
   1. Single component, 100% polyurethane, moisture curing, mid viscosity polyurethane binding agent based on MDI/TDI. The level of the toluene disocyane monomer is very low, less than ½ of 1%. Binder contains no solvents and no plasticizer.

D. Polyurethane Pore Filler:
   1. Shall be a two-component thixotropic colored polyurethane coating containing no folvents, TDI, or mercury.

E. EPDM Granules:
   1. The EPDM colored virgin rubber granules, process and graded to 0.5-1.5mm in size unless otherwise specified. The rubber shall contain a minimum of 20% EPDM and be approved by the resin manufacturer. The specific density shall be 1.6 +/- 0.08 and Shore A hardness of 60. The EPDM rubber shall be the same color as chosen by the owner for the track surface.

F. Structural Spray:
   1. Structural spray shall be one component traditional spray coating that is mixed with like colored EPDM rubber granules.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The asphalt surface shall be allowed to cure for not less than twenty-eight (28) days prior to any work being done. This timetable shall be agreed upon by the Owner and the Application Contractor, based on the time of the year, and may be changed with the Landscape Architect's approval. Surface shall be clean and free of dirt, oil, grease or any other residue upon arrival of the installation team. Any dirt, etc, shall be pressure washed off the base.

B. epiQ Tracks V300:
   1. Synthetic track surface can be laid on any smooth, stable base such as asphalt or concrete.
   2. Priming: The primer shall be spray-applied in accordance with the Manufacturer's specifications. Only those areas that can be installed the same day should be primed.
   3. Black Mat:
      a. Job mix formulas shall be as follows:
         SBR Rubber 1mm-3mm
         Binding Agent 18-20% of total rubber weight
      b. Blended materials are spread onto the asphalt/concrete base by means of a fully automatic paving machine with control sensors at a rate of 16-16.5 pounds per square yard.
   4. Impermeable Layer: The polyurethane seal coat A and B components are mixed at the prescribed ratio using a state of the art automatic metering mixer for a precise measured ratio, then squeegee-applied to the base mat.
   5. Structural Spray Wearing Coats
      a. Job mix formulas shall be as follows:
         Structural Spray 60% by weight
         EPDM Rubber 0.5mm-1.5mm 40% by weight
      b. After the black mat has properly cured, apply a thixotropic mixture, using red structural spray and red EPDM granules, mixed using state of the art automatic metering mixer for a precise measured ratio, then spray-applied using the latest air spray equipment designed to handle this heavy rubber mixture. The structural spray coating is applied in two applications utilizing 1.80 pounds per square yard for each application.

C. Beynon BSS 200:
   1. Base Course:
      a. Application of primer to asphalt and/or concrete base. Application rate shall be applied uniformly at a rate of .2 to .35 pounds per square yard. The SBR granules and polyurethane moisture cured binder shall be mixed on site to regulate the ratio/quantity of SBR, not to exceed 82% by weight in the base mat portion of the system. The BEYPUR moisture cured binder shall be mixed with the SBR rubber so that a minimum of 20%, by weight, exists in the final mixture. This mixture is then mechanically installed using the paver.
   2. Seal Coat
      a. The two BEYPUR 200 components are mixed at the prescribed ratio homogeneously with a suitable mixing device. The coating is squeegee applied to the base mat.
   3. Wearing Course for Beynon BSS 200:
      a. The 0.5 to 1.5mm EPDM granules shall be mixed with BEYPUR, the single-component structural spray coating. The structural spray shall be applied in two (2) uniform applications. Spray apply at a rate of 1.8 to 2.0 pounds per square yard per application. Total finished coating shall not be less than 3.6 pounds per square yard.

D. Stobitan SSC:
   1. Primer:
      a. Asphalt and concrete are primed using a mixture of Stobielast 135.00 polyurethane binder and solvent such as butyl acetate or Stobielast S 100.00. Application rate is approximately 0.28 lbs/sy.
      b. Only the area to be covered within the working day should be primed to ensure a good bond to the base.
   2. Base:
      a. The base layer is a mixture of 2-4mm SBR black rubber granules mixed in a mechanical mixer with Stobielast S 135.00 polyurethane binder. The materials are mixed until homogeneous. Mixing ratio is 100 parts rubber to 20 parts polyurethane. The prepared rubber and polyurethane are then paved in place using a heated mechanical screed paver, specially designed for this work, to an approximate depth of 11-12 mm using approximately 17.33 lbs/sy of mixed material.
   3. Seal Coat:
      a. The base layer is sealed by scraping a thixotropic mixture of Stobielast S 128.XX or S1019.XX sealer onto the surface to render it impermeable. The sealed surface must be checked for pin holes prior to further application. The seal coat consumption is approximately 2.21 to 2.65 lbs/sy of double mixed Stobielast 128.XX. or S 1019.XX Consumption rates vary. Installations may require 10-20% more pore sealer due to the porosity of the base mat and the temperature at the time of installation. Primer is needed for top layer if exposed for over 72 hours.
   4. Structural Spray Coat (two applications):
      a. Spray applied Stobielast® S 127.XX and 0.5-1.5mm like colored EPDM granules with air and volume-controlled spray equipment. Care is to be taken to provide an even surface without streaking. This is accomplished by reversing direction of application for the second spray coat. Total spray application rate for the system shall be 3.08 lbs/sy.

E. The Pot Life of the base mat shall not be less than forty-five (45) minutes from the time of the completed mix. All trowel work shall be done within this time. Any areas that are rough, high, uneven, or open in texture shall be sanded prior and filled prior to any finish work.

F. Site Conditions
   1. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other by-product that, in the opinion of the installer, would be harmful to the track material, until completion of such works.
   2. Apply Synthetic Track Surfacing in dry weather when pavement and atmospheric temperatures are fifty (50) degrees Fahrenheit or above.
   3. Rain cannot be falling. If there is a threat of rain, work shall cease until dry conditions can be re-established on the track pavement. Work is to proceed only when adequate curing can be guaranteed by the manufacturer.
   4. The maximum temperature cannot exceed 95 degrees at any point during a 24-hour period.

3.2 EQUIPMENT

A. Synthetic Track Surfacing System components shall be processed and installed by specially designed machinery and equipment. A mechanically operated paver with variable regulated speed and thermostatically controlled screed shall be used in the installation of the base mat. The wearing course shall be installed using automatic electronic portioning, which provides continuous mixing and feeding for accurate, quality-controlled installation. No hand mixing is allowed.

3.3 MARKINGS

A. The entire track shall be marked for 8 – 42” lanes around the oval and at the straight and include all event markings as per the National Federation of State High School Associations (NFHS) current rules.

B. Verify the location of lane number markers with the Owner.

3.4 COMPUTATIONS

A. Verify the locations of proposed events with the Owner.

B. Calculations shall be made to the nearest 1/100,000th of a foot.

C. Calculations of the angle shall be made to the nearest one second.

D. Calculations shall be submitted to the Landscape Architect prior to the painting.

E. Calculations shall be made and certified by the engineer or surveyor completing the work.

3.5 LAYOUT

A. Lines and markings shall be made by a competent, experienced, and fully qualified Professional Engineer, Registered Land Surveyor or Certified Track Builder.

B. Locate and confirm both new radius points.

C. Establish and set all necessary control points.

D. Measurements shall be made on the track to the nearest 1/100th of a foot.

E. Angles shall be set by using a transit or theodolite capable of reading direct 20 seconds.

F. The markings on the curve may also be set by using the chord length method.

G. Measurements shall be made with an engineering steel tape in engineering scale.

H. All markings shall be clearly identified and color coded for the painter to identify.

3.6 SYMBOLS

A. All lanes and lines shall be white 2” wide markings.

B. All Starts and finishes shall be 2” wide lines.

C. Exchange zones shall be indicated with checkmarks with the base as the limits of the zone.

D. Hurdle marks shall be 2” x 2” tic marks on the lane line on both sides of the lane.

E. Lane numbers shall not be less than 42” high and located as directed by the Landscape Architect in four (4) locations. Numbers shall be in two (2) colors (shadowed background as selected by the Landscape Architect).

F. Event identification shall be 4” letters stenciled below and to the right of each lane and mark.

G. Scratch lines for the jumping events shall be 8” wide.

H. All starts and finishes shall be clearly marked with the start of the said events.

I. All symbols shall have the proper color code for the event.

3.7 PAINTING

A. Paint shall be fully compatible with polyurethane track surface.

B. Paint shall be that material as recommended by the manufacturer of the track surface.

C. No thinners shall be used.

D. No painting shall be performed when the velocity of the wind exceeds twelve miles per hour (12 mph) unless the spray equipment is equipped with the proper air curtains.

E. All markings shall receive two (2) coats of paint to achieve the full opaque results. Lane lines (2") will receive one coat at the rate of 700 lineal feet per gallon of paint.

3.8 CLEAN UP

A. Contractor shall provide all labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.

B. All usable remnants of new material shall become the property of the Owner.

C. The Contractor shall keep the area clean throughout the project and clear of debris.

D. Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

END OF SECTION 32 18 17

SECTION 32 18 18 – SYNTHETIC GRASS SURFACING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, and equipment necessary to install the synthetic grass surfacing system as indicated on the plans and specified herein; including components and accessories required for a complete installation, including but not limited to:
   1. Acceptance of prepared sub-base.
   2. Acceptance of aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required).
   3. Synthetic turf and components.
   4. Synthetic Turf
   5. Field Edge Nailer Board

B. Provide assistance and consulting with aggregate base installation contractor.

1.2 SUBMITTALS

A. Prior to order of materials, the Contractor shall submit the following:
   1. Sample warranty.
   2. Seam layout of the field striping plans.
   3. Details on construction, including any details that may deviate from these plans and specifications.
   4. One 12 inch x 12 inch sample of synthetic grass surfacing to be installed.
   5. Color samples of all colors to be used in the grass surfacing.

B. Prior to Final Acceptance, the Contractor shall submit to the Owner three (3) copies of Maintenance Manuals and one (1) digital copy, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping.

C. Prior to the beginning of the installation, the manufacturer/installer of the synthetic turf shall inspect the subbase and supply a Certificate of Subbase Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.

D. Shock absorbency test reports performed upon completion of the installation.

E. Submit all delivery slips during construction for infill materials to assure that the proper ratio of sand/rubber is in general acceptance of the project requirements and that Nebraska derived recycled rubber is being used.

1.3 SHOP DRAWINGS

A. Shop drawings shall be prepared at the scale of the construction documents and contain all pertinent information regarding installation. These drawings shall be submitted to the Owner for approval prior to the manufacturing and shipment of materials.

B. Submit shop drawings for:
   1. Seaming plan.
   2. Installation details; edge detail or other inserts, etc.
   3. Striping plan; layouts showing any field lines, markings and boundaries per project drawings. All measurements to be as per National Federation of State High School Associations (NFHS) current rules for football and NFHS and NCAA for Soccer, or as indicated on Drawings.
   4. "As-built" drawings following the completion of construction.

1.4 QUALITY ASSURANCE

A. Prior to order of materials, the Contractor shall submit the following:
   1. Synthetic grass surfacing installer quality assurance statement documenting experience of at least three (3) successful installations of similar scope of an outdoor high school synthetic turf football field (or higher level such as NCAA) within the past ten (10) years within the state of Nebraska, including a list of these projects with locations and owner references noted.
   2. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified material, including sewing seams and proper installation of the infill mixture.
   3. The synthetic grass surfacing installer shall employ only qualified, experienced supervisors and technicians skilled in the installation of this system. The installer supervisor shall have a minimum of 5 years experience as either a construction manager or a supervisor of synthetic turf installations.
   4. Installer shall be certified by the manufacturer and licensed.

1.5 WARRANTY

A. The Contractor shall submit its Manufacturer's Warranty which guarantees the usability and playability of the synthetic turf system for its intended uses. The warranty Coverage shall not be prorated nor limited to the amount of the usage.

B. The warranty submitted must have the following characteristics:
   1. Must provide full coverage for eight (8) years from the date of Substantial Completion.
   2. Warranty must be pre-paid.
   3. Must warrant materials and workmanship.
   4. Must warrant that the materials installed meet or exceed the product specifications.
   5. Must have a provision to either make a cash refund or repair or replace such portions of the installed materials that are no longer serviceable to maintain a serviceable and playable surface.
   6. Must be a warranty from a single source covering workmanship and all self-manufactured or procured materials.
   7. Guarantee the availability of replacement material for the synthetic turf system installed for the full warranty period.
   8. Warranty the system, with proper maintenance, will not exceed the shock absorbency herein specified.
   9. The warranty system shall be fully third party insured.

C. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936.

1.6 FIELD ENGINEERING AND LAYOUT

A. Working from lines and levels established by the property survey, and as shown in relation to the work, establish and maintain benchmarks and other dependable markers to set the lines and levels for the work at each level of construction and elsewhere on the site as needed to properly locate every element of the work of the entire project. Calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); do not scale the drawings to determine dimensions. Maintain a log of layout work. Verify existing conditions and dimensions. Record deviations (if any) from Contract Document information on existing conditions, and review with Landscape Architect a time of discovery. Continuously advise tradesmen performing work of the marked lines and levels provided for use in the layout of the work.

1.7 APPROVED INSTALLERS

A. Hellas Construction
12000 W Parmer Ln
Austin, TX 78613
Tel: 800-233-5714

B. Midwest FieldTurf
22 S. Main, PO Box 160
Denison, IA 51442
Tel: 712-263-6445

C. Mid-America Sports Construction
1621 SE Summit St
Lee's Summit, MO 64081
Tel: 816-524-0010

D. Qualified Installer must be submitted by the Contractor and approved by the Landscape Architect prior to bidding.

PART 2 - PRODUCTS

2.1 GENERAL

A. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure in the geographical region of which the products will be installed, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through turf and pad, if applicable, where such water may flow to the subbase and into the field drainage system.

B. The finished playing surface shall appear as mowed grass with no irregularities and shall be a non-gripping synthetic grass system comparable to natural grass with respect to football and soccer activities. The finished surface shall resist abrasion and cutting from normal use.

C. The complete system shall have a G-Max of less than 135 at any given test location at the time of project installation and acceptance. Certified independent test reports, arranged and paid for by the Contractor shall be submitted for approval as a part of acceptance of the work.

2.2 SYNTHETIC TURF TYPE

A. Synthetic grass surfacing shall be one of the following sourced from one of the following approved manufacturers. All components of these systems must comply with all specification requirements. Other synthetic grass surfacing products not listed, must be approved prior to bidding.
   1. Synthetic Turf:
      a. Hellas Major Play Helix (Baseball)
      b. Hellas Matrix Helix (Football and Soccer)
      c. FieldTurf XM360 (Baseball)
      d. FieldTurf XM360 (Football and Soccer)
      e. AstroTurf (Baseball)
      f. AstroTurf (Football and Soccer)

B. All components shall be as per the National Federation of State High School Association (NFSHA) current rules.

C. Synthetic grass system materials shall consist of one of the following:
   1. Hellas Major Play Helix (Baseball):

a. Carpet:
   1) Rolls shall be 15 feet wide.
   2) Rolls shall be long enough to go from one field edge to the other without splicing.
b. Backing:
   1) Primary backing shall be multilayer polypropylene/polyester.
   2) Secondary backing shall be polyurethane.
c. Fiber shall be UV-resistant and have a minimum of the following characteristics:

Property	Test	Minimum Requirement
Yarn Type	-	Monofilament w/ Helix Technology
Yarn Denier		12,400 | 170 microns
Pile Height	D5823	1.5”
Stitch Gauge	D5793	3/8”
Pile Weight	D5848	52 oz/sy
Primary Backing	D5848	7.5 oz/sy
Secondary Backing	D5848	26 oz/sy
Total Weight	D5848	85.5 oz/sy
Tuft Bind (without infill)	D1335	8+ lbs
Grab Tear (width)	D5034	>350 lbs/force
Grab Tear (length)	D5034	>250 lbs/force
Carpet Permeability	D4991	>40 inches/hour
Min. Infill Material Depth	-	1”
Min. Sand Infill Component	-	3.5 lbs/sf
Min. Rubber Infill	-	2.5 lbs/sf

2. Hellas Matrix Helix (Football and Soccer):
   a. Carpet:
      1) Rolls shall be 15 feet wide.
      2) Rolls shall be long enough to go from one field edge to the other without splicing.
      3) Rolls installed within the football field shall extend from one sideline perimeter to the other and the field boundary white line shall be tufted into the individual sideline rolls; heads seams within the field between sidelines are not acceptable.
   b. Backing:
      1) Primary backing shall be multilayer polypropylene/polyester.
      2) Secondary backing shall be polyurethane.
   c. Fiber shall be UV-resistant and have a minimum of the following characteristics:

Property	Test	Minimum Requirement
Yarn Type	-	Monofilament w/ Helix Technology
Yarn Denier		12,400 | 170 microns
Pile Height	D5823	2”
Stitch Gauge	D5793	3/8”
Pile Weight	D5848	52 oz/sy
Primary Backing	D5848	7.5 oz/sy
Secondary Backing	D5848	26 oz/sy
Total Weight	D5848	85.5 oz/sy
Tuft Bind (without infill)	D1335	8+ lbs
Grab Tear (width)	D5034	>350 lbs/force
Grab Tear (length)	D5034	>250 lbs/force
Carpet Permeability	D4991	>40 inches/hour
Impact Attenuation (Gmax)		<190
Min. Infill Material Depth	-	1.5”
Min. Sand Infill Component	-	3.5 lbs/sf
Min. Rubber Infill	-	2.5 lbs/sf

3. FieldTurf XM360 (Baseball):
   a. Carpet:
      1) Rolls shall be 15 feet wide.

2) Rolls shall be long enough to go from sideline to sideline without splicing.
3) Rolls installed within the football field shall extend from one sideline perimeter to the other and the field boundary white line shall be tufted into the individual sideline rolls; heads seams within the field between sidelines are not acceptable.
4) Carpet made of monofilament polyethylene fibers tufted into a perforated backing.

b. Backing:
1) Primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors.
2) Secondary backing shall permanently lock the fiber tufts in place
3) Perforated (with punched holes), backed carpet are acceptable.

c. Fiber shall be UV-resistant polyethylene and have a minimum of the following characteristics:

Property	Test	Minimum Requirement
Yarn Type	-	Ridged Monofilament
Yarn Denier	D1577	14,500
Min Pile Height	D5823	1.5”
Fiber Thickness	D1577	360 Microns
Stitch Gauge	D5793	3/8”
Pile Weight	D5848	52 oz/sy
Primary Backing	D5848	8+ oz/sy
Secondary Backing	D5848	26 oz/sy
Total Weight	D5848	86 oz/sy
Tuft Bind (without infill)	D1335	8+ lbs
Grab Tear (width)	D5034	>200 lbs/force
Grab Tear (length)	D5034	>200 lbs/force
Carpet Permeability	D4491	>40 inches/hour
Impact Attenuation (Gmax)	F1936	<200
Min. Infill Material Depth	-	1”
Min. Sand Infill Component	-	3.5 lbs/sf
Min. Rubber Infill	-	2.5 lbs/sf

4. FieldTurf XM360 (Football and Soccer):

a. Carpet:
1) Rolls shall be 15 feet wide.
2) Rolls shall be long enough to go from sideline to sideline without splicing.
3) Rolls installed within the football field shall extend from one sideline perimeter to the other and the field boundary white line shall be tufted into the individual sideline rolls; heads seams within the field between sidelines are not acceptable.
4) Carpet made of monofilament polyethylene fibers tufted into a perforated backing.

b. Backing:
1) Primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors.
2) Secondary backing shall permanently lock the fiber tufts in place
3) Perforated (with punched holes), backed carpet are acceptable.

c. Fiber shall be UV-resistant polyethylene and have a minimum of the following characteristics:

Property	Test	Minimum Requirement
Yarn Type	-	Ridged Monofilament
Yarn Denier	D1577	14,500
Min Pile Height	D5823	2”
Fiber Thickness	D1577	360 Microns
Stitch Gauge	D5793	3/8”
Pile Weight	D5848	54 oz/sy
Primary Backing	D5848	8+ oz/sy
Secondary Backing	D5848	26 oz/sy

Total Weight	D5848	88 oz/sy
Tuft Bind (without infill)	D1335	8+ lbs
Grab Tear (width)	D5034	>200 lbs/force
Grab Tear (length)	D5034	>200 lbs/force
Carpet Permeability	D4491	>40 inches/hour
Impact Attenuation (Gmax)	F1936	<200
Min. Infill Material Depth	-	1.5”
Min. Sand Infill Component	-	3.5 lbs/sf
Min. Rubber Infill	-	2.5 lbs/sf

5. AstroTurf (Baseball):
   a. Carpet:
      1) Rolls shall be 15 feet wide.
      2) Rolls shall be long enough to go from sideline to sideline without splicing.
      3) Rolls installed within the football field shall extend from one sideline perimeter to the other and the field boundary white line shall be tufted into the individual sideline rolls; heads seams within the field between sidelines are not acceptable.
      4) Carpet made of monofilament polyethylene fibers tufted into a perforated backing.
   b. Backing:
      1) Primary backing shall be a triple-lock composite polypropylene fabric treated with UV inhibitors.
      2) Secondary coating shall permanently lock the fiber tufts in place
      3) Perforated (with punched holes), backed carpet are acceptable.
   c. Fiber shall be UV-resistant and have a minimum of the following characteristics:

Property	Test	Minimum Requirement
Yarn Type	-	Monofilament
Yarn Type Denier	D1577	12,000
Min Pile Height	D5823	1.5”
Fiber Thickness A/B	D3218	360 Microns
Stitch Gauge	D5793	3/8”
Pile Weight	D5848	48 oz/sy
Primary Backing	D5848	8 oz/sy
Secondary Coating	D5848	20 oz/sy
Total Weight	D5848	76oz/sy
Tuft Bind (without infill)	D1335	>8 lbs
Grab Tear	D2256	>200 lbs
Carpet Permeability	D1551	>30 inches/hour
Impact Attenuation (Gmax)	F1936	<125 at install
Min. Infill Material Depth	-	1“
Min. Sand Infill Component	-	3.5 lbs/sf
Min. Rubber Infill	-	2.5 lbs/sf

6. AstroTurf (Football and Soccer):
   a. Carpet:
      1) Rolls shall be 15 feet wide.
      2) Rolls shall be long enough to go from sideline to sideline without splicing.
      3) Rolls installed within the football field shall extend from one sideline perimeter to the other and the field boundary white line shall be tufted into the individual sideline rolls; heads seams within the field between sidelines are not acceptable.
      4) Carpet made of monofilament polyethylene fibers tufted into a perforated backing.
   b. Backing:
      1) Primary backing shall be a triple-lock composite polypropylene fabric treated with UV inhibitors.
      2) Secondary coating shall permanently lock the fiber tufts in place
      3) Perforated (with punched holes), backed carpet are acceptable.

c. Fiber shall be UV-resistant and have a minimum of the following characteristics:

Property	Test	Minimum Requirement
Yarn Type	-	Monofilament
Yarn Type Denier	D1577	12,000
Min Pile Height	D5823	2”
Fiber Thickness A/B	D3218	360 Microns
Stitch Gauge	D5793	3/8”
Pile Weight	D5848	48 oz/sy
Primary Backing	D5848	8 oz/sy
Secondary Coating	D5848	20 oz/sy
Total Weight	D5848	76oz/sy
Tuft Bind (without infill)	D1335	>8 lbs
Grab Tear	D2256	>200 lbs
Carpet Permeability	D1551	>30 inches/hour
Impact Attenuation (Gmax)	F1936	<125 at install
Min. Infill Material Depth	-	1.5“
Min. Sand Infill Component	-	3.5 lbs/sf
Min. Rubber Infill	-	2.5 lbs/sf

7. Infill
   a. Shall consist of a mixture of sand and rubber as identified in the ratios listed under each turf product.
   b. Rubber shall be ambient SBR and shall be dust, fiber, toxics and heavy metal free. 100% new infill only.
      1) SBR ground rubber material shall be certified 100% State of Nebraska recycled tire SBR rubber granules. Granules shall be sized in diameter between 0.85mm and 2.0mm for 95% of the infill material provided.
   c. Sand shall be silica sand and is to comply with the following characteristics:
      1) Average particle size between 20 and 30 mesh.
      2) Average particle shape > 0.4 on the Krumein scale.
      3) Particle structure predominantly single grain.
      4) Produce < 0.4%, -50M in API crush test at 80 psig.
      5) Dust free silica (< 0.001%), heavy metal safe.
   d. Infill ratio shall be a ratio as approved by and warranted by the manufacturer for the specific product used for this project.

2.3 MARKINGS

A. Football field markings:
   1. Football field markings to take precedence over soccer pitch markings.
   2. Football perimeter lines.
      a. Six-foot white knitted lines from 25-yard line to 25-yard line. See drawings.
      b. One-foot white knitted line with five-foot blue border from 25-yard line wrapping around end zones. See drawings.
   3. Four-inch white inlaid player’s box.
   4. White knitted yard lines. The 50-yard line shall be white.
      a. The 20-yard lines shall be white, with four-inch blue lines on both sides of the white line. See drawings.
   5. White inlaid hash marks, kick marks, out-of-play yard line ticks, and inbound lines.
   6. White inlaid field numbers and directional arrows.
      a. Field numbers and directional arrows to receive drop shadow.

B. Soccer pitch markings:
   1. Four-inch black inlaid markings for boundary lines, centerfield circle, corner kick arcs, goal boxes, penalty boxes and arcs, free kick markers, players and coach’s areas.

C. Mid field logo per drawings in four colors – black, gray, blue, white.

D. Baseball field markings:

1. Four-inch white knitted lines.
2. Logo behind home plate per drawings in four colors – black, gray, blue, white.

E. All markings shall be as per the National Federation of State High School Associations (NFHS) current rules, or as otherwise indicated on the Drawings.

2.4 REMOVABLE HOME PLATE AREA AND PITCHER'S LANDING AREA

A. Provide removable home plate area and pitcher's mound landing strip areas in the bullpens and competition field.

B. Provide four (4) replacement turf panels at each catcher's / batter's area and pitcher's landing strip.

C. The pitcher's landing strip at competition field and bullpens replacement panels shall be removable with Velcro. Sew the Velcro on the perimeter of each removable piece in addition to each removable piece having a strengthened backing layer designed to improve cleat puncture resistance.

D. The home plate area at the competition field will utilize a forming system with nailer boards. Coordinate and install replacement panels in these locations per manufacturer's recommendations.

2.5 FIELD EDGE NAILER BOARD

A. Basis of Design: BestPlus EZ-TAP Recycled Synthetic Nailer Board
1. 2"x2" high density polyethylene nailer

2.6 MAINTENANCE EQUIPMENT

A. Owner will utilize existing grooming/cleaning machine and sweeping machine.

B. Provie Owner's maintenance staff with training on appropriate maintenance practices of synthetic grass surfacing system and equipment.

PART 3 - EXECUTION

3.1 GENERAL

A. The installation shall be performed in full compliance with approved shop drawings.

B. Only factory-trained technicians skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of qualified and experienced supervisors, shall undertake the placement of the system.

C. The surface to receive the synthetic turf shall be inspected and certified by the turf installer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

D. Compaction of the synthetic turf aggregate base shall be 95% Std. Proc. (or to a minimum of 70% relative density as determined by ASTM D4253 and D4254) and the surface elevation tolerance shall not exceed 1/4"-inch over 10-feet, nor shall it deviate more than 1/4-inch from design grades.

3.2 SYNTHETIC GRASS SURFACE

A. Verify slope and stability of aggregate drainage layers.

B. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
   1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer.

C. Synthetic turf shall be loose laid across the field, stretched, and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed.

D. Artificial turf panel seams shall be sewn. Seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
   1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
   2. Seams shall be flat, tight, and permanent with no separation or fraying.

E. Infill materials shall be properly mixed on site and applied in numerous thin lifts using special broadcasting equipment. The turf shall be raked and brushed properly as the mixture is applied. The infill material shall be installed to a depth as indicated for each product. The mixture can only be applied when dry. The infill shall be placed so that there is a void as indicated for each product to the top of the fibers.

F. Provide one 55 gallon drum with sealable lid of additional rubber infill and one 55 gallon drum with sealable lid of additional sand infill to the Owner for use in maintaining the field. Deliver to Owner's storage area.

3.3 INFILL

A. The pile height above settled infill shall be as indicated for each product.
   1. Test fiber pile height verification tests.
      a. Owner's representative will select the locations for testing.
      b. Three tests will be taken in each location and averaged together.

B. The depth of the infill (settled) shall be a minimum as indicated for each product.

C. Infill Testing: After field has been completely infilled and accepted by turf manufacturer for installation requirements, the infill will be tested for conformance to the specification. Perform the following operations:
   1. Contact Owner and arrange for Owner's representative to be present during testing.
   2. Take 12 infill depth verification tests using an infill depth gauge.
      a. Owner's representative will select the locations for testing.
      b. Three tests will be taken in each location and averaged together.
   3. Test infill weight in 12 locations:
   4. Mark sample locations on the bag and a site plan.
   5. Owner or Owner's representative will take the sample bags and allow material within to dry out completely.
   6. After material has completely dried the bags will be weighted on a scale provided by the contractor capable of reading weight to the nearest 10^{th} of a pound.
   7. The per square foot weight of the infill will then be calculated.
   8. Each test result must be equal to or greater than the amount of infill specified for the product per square foot. If testing shows less than the specified pounds per square foot of infill the test locations will be noted, and additional testing will be conducted in this general location to determine the extent of additional infill needed.

3.4 FIELD MARKINGS AND DECORATIONS

A. As indicated on the Owner approved contractor submitted shop drawing.

3.5 CLEAN UP

A. Contractor shall provide all labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.

B. All usable remnants of new material shall become the property of the Owner.

C. The Contractor shall keep the area clean throughout the project and clear of debris.

D. Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

END OF SECTION 32 18 18

SECTION 32 18 23.40 – TRACK & FIELD LINE MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers all labor and materials required to install the track & field line markings. The Synthetic Surface Contractor is responsible for the purchase and installation of all paints and line markings.

B. The following Sections are specifically related to this Section:
   1. 01 71 23.20 – Track & Field Surveying
   2. 32 18 17 – Synthetic Running Track Surfacing

1.2 CODES AND STANDARDS

A. Codes and standards follow the current guidelines set forth by the International Association of Athletics Federations (IAAF) and National Federation of State High School Associations (NFSHSA). Where discrepancies are noted between these various governing bodies, the rules of the NFSHSA shall be enforced.

1.3 SUBMITTALS

A. The following information shall be submitted prior to installation of specified work:
   1. A list depicting the colors of all line markings and labels of the events to be included for approval prior to installation. Also, all symbols and markings clearly identified, illustrated, and their colors stated. The recommended NFSHSA colors shall be used.
   2. Installation process and requirements for line markings and any conditions that may limit the installation or affect quality of installation.
   3. Material safety data sheets on all products, as necessary.

B. The following information shall be submitted at the completion of the specified work:
   1. Upon completion of all line markings, the Track & Field Synthetic Surfacing Contractor shall submit to the Owner:
      a. diagram/drawings depicting and identifying all line markings including:
      b. A key to the color codes
      c. A chart for all symbols, and
      d. Labels for all events.

PART 2 - PRODUCTS

2.1 PAINT

A. The paint is a polyurethane based paint used on Track & Field Synthetic Surface.

B. Temporary Reference Markings: These markings shall be removed at the completion of the project.

PART 3 - EXECUTION

3.1 SUMMARY

A. General line markings of the 400 meter track and field events, shall be spray applied, using only paint, primers and finishes supplied and guaranteed by the approved manufacturer and/or supplier.

B. All markings shall be in accordance with the rules of the NFSHSA and shall be certified for accuracy. The color code of the NFSHSA shall be followed.

C. No line markings shall be installed if the weather conditions are not proper; i.e. too windy.

3.2 LINE MARKINGS

A. Paint
   1. All line markings to receive adequate paint to fully cover the track & field synthetic surface

B. Measure Line (Theoretical – not painted)
   1. Track oval will not utilize a regulation curb
   2. Distance to right hand edge of the inside lane line of Lane 1 to be 20 cm from the measure line.

C. Line Precedence
   1. Lane lines to take precedence over other markings
   2. Numbers and letters to be broken at all lane line intersections
   3. Waterfall starting lines take precedence over straight starting lines
   4. Straight starting lines to taper at waterfall starting lines – maintain a ½" gap

D. Chute Extensions
   1. Chute extension lines to be solid not dashed
   2. Break chute extension lies 2" either side of track oval lines

E. 100 Meters
   1. Two directions – main straight-a-way
   2. Event label
      a. 100
      b. 4" high
      c. The color of the label to be white
      d. Located in the outside lane and is above the starting line
   3. Color of starting line is white

F. 100 Meter Hurdles
   1. Two directions – main straight a way
   2. Event label
      a. 100
      b. 4" high
      c. The color of the label to be white
      d. Located in the outside lane and is above the starting line
   3. Color of starting line is white
   4. The hurdle tic marks are yellow
      a. Hurdle tic marks are a 2.5" wide by 3" high triangle, the triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line, but not touching the lane line.

G. 110 Meter Hurdles
   1. Two directions – main straight a way
   2. Event label
      a. 110
      b. 4" high
      c. The color of the label to be white
      d. Located in the outside lane and is above the starting line
   3. Color of starting line is blue
   4. The hurdle tic marks are blue.
      a. Hurdle tic marks are a 2.5" wide by 3" high triangle, the triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line but not touching the lane line.

H. Men's shuttle hurdle relay
   1. Main straight a way
   2. Event label
      a. Men's shuttle hurdle
   3. Color of starting line is red
   4. Red hurdles

I. Women's shuttle hurdle relay
   1. Main straight a way
   2. Event label
      a. Women's shuttle hurdle
   3. Color of starting line is white
   4. White hurdles

J. 200 Meters
   1. All in lanes
   2. Event label
      a. 200
      b. 4" high
      c. The color of the label to be white
      d. Located in lane 2, and is above the starting line
   3. Color of the starting line is white

K. 300 Meter Hurdles
   1. All in lanes
   2. Event Label
      a. 300
      b. 4" high
      c. The color of the label to be white
      d. Located in lane 2, and is above the starting line
   3. Color of the starting line is white
   4. The hurdle tic marks are red
      a. Hurdle tic marks are a 2.5" wide by 3" high triangle. The triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line but not touching the lane line.

L. 400 Meters
   1. All in lanes
   2. Event label
      a. 400
      b. 4" high
      c. The color of the label to be white
      d. Located in lane 2, and is above the starting line

3. Color of the starting line is white

M. 400 Meter Hurdles
1. All in lanes
2. Event label
   a. 400
   b. 4" high
   c. The color of the label to be white
   d. Located in lane 2, and is above the starting line
3. Color of the starting line is white
4. The hurdle tic marks are green
   a. Hurdle tic marks are a 2.5" wide by 3" high triangle, the triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line but not touching the lane line.

N. 800 Meters
1. Waterfall start and 1 turn stagger
2. Event label
   a. 800
   b. 4" high
   c. The color of the label to be white
   d. The 1 turn stagger starting line label is located in lane 2, the waterfall starting line label is located in the outside lane, and the labels are above the starting line
3. Color of the 1 turn stagger starting line is white with a green insert
4. The color of the waterfall starting line is white

O. 1500 Meters
1. Waterfall start
2. Event label
   a. 1500
   b. 4" high
   c. The color of the label to be white
   d. Located in the outside lane and is above the starting line
3. The starting line is white in color

P. 1600 Meters
1. Waterfall start
2. Event label
   a. 1600
   b. 4" high
   c. The color of the label to be white
   d. Located in the outside lane and is above the starting line
3. Color of the starting line is white

Q. 3000 Meters
1. Waterfall start
2. Event label
   a. 3000
   b. 4" high
   c. The color of the label to be white
   d. Located in the outside lane and is above the starting line
3. Color of the starting line is white

R. 3200 Meters
1. Waterfall start
2. Event label

a. 3200
b. 4" high
c. The color of the label to be white
d. Located in the outside lane and is above the starting line

3. Color of the starting line is white

S. 400 Meter Relay
1. All in lanes
2. Event label
a. 400
b. 4" high
c. The color of the label to be white
d. Located in lane 2, and is above the starting line.
3. Color of the starting line is white, same starting line as the staggered starting line for the 400 meters
4. The relay exchange zone markers are yellow and the acceleration zone marker is yellow
5. Exchange zone markers are 36" wide by 18" high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone
a. Acceleration zone mark is 6" wide by 6" high triangle; one triangle per lane, 10 meters before the exchange zone marker, and the triangle is included in the 10-meter acceleration zone.

T. 800 Meter Relay
1. All in lanes
2. Event label
a. 800R
b. 4" high
c. The color of the label to be white
d. Located in lane 2, and is above the starting line.
3. Color of the starting line is white with a red insert.
4. The relay exchange zone markers are red and the acceleration zone marker is red
5. Exchange zone markers are 36" wide by 18" high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone
a. Acceleration zone mark is 6" wide by 6" high triangle; one triangle per lane, 10 meters before the exchange zone marker, and the triangle is included in the 10-meter acceleration zone

U. 1600 Meter Relay
1. Three turn stagger
2. Event label
a. 1600R
b. 4" high
c. The color of the label to be white
d. Located in lane 2, and is above the starting line.
3. Color of the starting line is white with a blue insert
4. The relay exchange zone markers are blue
a. Exchange zone markers are 36" wide by 18" high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone

V. Break Lines
1. Color of the 1 turn break line is white when it is also a finish line, otherwise it is a solid green line
2. Provide green dashes on the inside lane line of Lane 5 from box alley 2 start to break lines (both turns)

W. Finish Lines

1. Locations:
    a. Common: Located at the northeast point of curvature (PC)
2. 2" wide, and white in color
3. The intersection of the finish line with the lane lines shall be painted in accordance with Rule 1 Section 1, Article 7 of the NCAA Cross Country / Track & Field 2011 & 2012 Rules (Figure 3)
4. No lean line is to be provided

X. Long Jump
1. Runway lines
    a. 2" wide lines
    b. White in color
    c. 48" wide runways (inside edge to inside edge of line)
2. Takeoff Stripe
    a. Provide takeoff stripe locations as indicated on drawings.
    b. 8” wide x 48” long
3. Distance marks
    a. Provide 1.5” long by 1” wide white lines outside the runway on the right hand (direction of running) side every foot beginning at 20 feet from the long jump foul line and extending the length of the runway or 150’ whichever is shorter
        1) Every 5 and 10 foot line to be 3” long by 1” wide
        2) Every 10 foot line to be labeled below the line facing the athlete

Y. Lane Numbers
1. The numbers are a script style or block style, 24" or a maximum of 30" high.
2. The color of the numbers will be white with a colored drop shadow.
3. There are 6 sets of numbers:
    a. There are 3 sets of numbers 5 feet before the 110M starting lines and off the track oval
    b. There is 1 set of numbers 1 foot after the common finish line, facing to the outside of the track oval
    c. There is 1 set of numbers staggered in the first turn, above the 400M staggers
    d. There is 1 set of numbers staggered at the 200M, above the starting line

Z. Letters
1. The Letters are a script style or block style, 24" or a maximum of 30" high.
2. The color of the letters will be white with a colored shadow.
3. There is 1 set of letters:

AA. Interval Marks
1. Provide a 2” wide white line on the inside of the track oval extending from the inside edge of the inside Lane 1 line, toward the infield, approximately 4” long
2. These lines are to be at 50 meter intervals starting at the common finish line and running the entire length of the track oval

BB. All line markings shall be installed according to the recommended colors as outlined by the National Federation of State High School Associations (NFSHSA). All color markings listed above must be reviewed and verified as correct, as per the rules and regulations of the governing body.

CC. All line markings must be reviewed and verified with the Owner’s representative prior to installation.

END OF SECTION 32 18 23.40

SECTION 32 31 13 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Chain Link Fences: Steel
   2. Gates: Swing Gates

1.3 SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
   1. Fence and gate posts, rails, and fittings.
   2. Chain-link fabric, reinforcements, and attachments.
   3. Gates and hardware.

B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 CHAIN LINK FENCE FABRIC

A. Galvanized steel wire: Galvanized steel core wire, tensile strength 75,000 psi (517 Mpa) with 0.30 oz./ft2 (92 g/m2) zinc for 9-gauge.

B. Size: Helically wound and woven with 2-inch (50 mm) diamond mesh.

C. Selvage shall be knuckled top and bottom.

2.2 STEEL FENCE FRAMING

A. Steel Pipe – Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 25,000 psi (170 Mpa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz./ft2 (550 g/m2) of coated surface area.

2.3 ACCESSORIES

A. Chain Link Fence Accessories: ASTM F 626. Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.

B. Post Caps and Line Caps: Formed steel, cast malleable iron, or aluminum alloy; weather-tight closure, cap for tubular posts. Provide one cap for each post. Where top rail is used, provide tops to permit passage of top rail.

C. Top Rail and Brace Ends: Pressed steel per ASTM F 626, for connection of rails and braces to terminal posts.

D. Top Rail Sleeves: 7-inch (178 mm) sleeve allowing for expansion and contraction of top rail.

E. Wire Ties and Clips: Galvanized 6 gauge for attachment of fabric to posts, rails, frames.

F. Brace and Tension (stretcher bar) Bands: Pressed steel, 14-gauge thickness x 1" wide.

G. Tension (stretcher) Bars: One-piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16 inch x 3/4 inch (4.76 mm x 19 mm) or equivalent fiber glass road. Provide tension (stretcher) bars where chain link fabric meets terminal posts.

H. Tension Wire: Zinc coated steel wire, 7-gauge, 0.177-inch (4.5 mm) diameter core wire with tensile strength of 75,000 psi (517 Mpa).

2.4 FENCE SCHEDULE

A. Fence Type 1: 8'-0" Height. Match existing, verify in field.
   1. End and corner posts: 3" OD.
   2. Line posts: 2 1/2" OD.
   3. Top rail: 1-5/8" OD.
   4. Bottom rail: 1-5/8" OD.
   5. Concrete Footings: 16" dia. x 48" depth

B. Fence Type 2: 10' Height.
   1. End and corner posts: 4" OD.
   2. Line posts: 3" OD.
   3. Top Rail: 2" OD.
   4. Bottom Rail: 2" OD.
   5. Concrete Footings: 16" dia. x 60" depth.

2.5 GATE SCHEDULE

A. Provide the following for all single and double leaf gates:
   1. 2.0" OD standard weight pipe: 2.72 lbs. per foot.
   2. Fabricate using welded construction or heavy pressed steel or malleable corner fittings securely riveted.
   3. Galvanized by hot-dip process.
   4. Equipped with positive type latching device with means for padlocking.

2.6 GATE POSTS

A. Double leaf gates:
   1. 4.0" OD Schedule 40 pipe.
   2. Galvanized by hot-dip process.

2.7 CONCRETE POST FOOTINGS

A. Minimum 3,000 psi compressive strength at 28 days.

B. Gravel aggregate.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
   1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
   2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
   1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
   2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

D. Line Posts: Space line posts uniformly at a maximum of 8 feet on center.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
   1. Locate horizontal braces at mid-height of fabric 6 feet or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
   1. Top Tension Wire: Install tension wire through post cap loops.
   2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.

G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Bottom Rails: Install, spanning between posts.

I. Chain-Link Fabric: Apply fabric to framework as indicated. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches on center.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at 1 end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
   1. Maximum Spacing: Tie fabric to line posts at 12 inches on center and to braces at 24 inches on center.

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

END OF SECTION 32 31 13

SECTION 32 92 19 – LAWN SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Seeding.
   2. Bonded fiber matrix mulch.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 SUBMITTALS

A. Qualification Data: For landscape Installer.

B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
   1. Certification of each seed mixture for turfgrass. Include identification of source and name and telephone number of supplier.

C. Product Certificates: For fertilizers, from manufacturer.

D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

E. Delivery Ticket: At time of seeding contractor shall submit Delivery Ticket with:
   1. Lot Number.
   2. Quantity purchased.
   3. Seed tag Lot Number shall match the delivery ticket Lot Number.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
   1. Experience: Three years' experience in turf installation in addition to requirements in Section 01 40 00 "Quality Requirements."
   2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   3. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the National Association of Landscape Professionals:
      a. Landscape Industry Certified Technician - Exterior.
      b. Landscape Industry Certified Lawn Care Manager.
      c. Landscape Industry Certified Lawn Care Technician.
   4. Pesticide Applicator: State licensed, commercial.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery of bulk materials with appropriate certificates.

1.8 FIELD CONDITIONS

A. Planting Restrictions: Plant during the following period. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
   1. Spring seeding shall occur April 15 to May 15 for cool and warm grasses.
   2. Fall seeding shall occur August 15 to September 15 for cool season grasses.
   3. Warm season grasses shall not be seeded in the fall.
   4. Dormant seeding shall occur between October 15 and November 15.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:
   1. Quality, State Certified: State-certified seed of grass species as listed below for solar exposure.

C. Grass-Seed Mix:
   1. Turf Seed Mix shall be Tuff Turf Type Mixture (Parasio Tall Fescue 29.4%, Quest Tall Fescue 29.4%, Pixie Tall Fescue 29.4%, Mach I Perennial Rye 9.8%) or equivalent as approved by Lincoln Public School Operations.

2.2 FERTILIZERS

A. Composition:
   1. After prepared seedbed, apply 14-24-9 33%XRT starter fertilizer at 175 lbs./acre.
   2. At time of seeding, spray a combination of MesoTryOne + ProAcqua Spring over the top of seeding.
      a. Use rate of 5 fl oz/acre of MesoTryOne
      b. Add 15 lbs./acre of ProAcqua Spring soluable fertilizer (add to full tank with agitation)
      c. Spray volume shall be 25-50 gal/acre.
   3. When grass reaches approximately 3 inches or 45 days after seeding date, apply 22-0-2 40%Organic, 25%XRT, 25% MESA, with microns.
      a. Use rate of 175 lbs./acre
      b. Spread fertilizer evenly in two directions.
      c. Water in fertilizer with rain/irrigation.

2.3 BONDED FIBER MATRIX MULCH

A. Apply bonded fiber matrix mulch to all seeded areas, to all seeded areas less than 4:1 slope, after seeding has been completed.

B. Strictly comply with manufacturer's installation instructions and recommendations.
   1. Use approved hydro-spraying machines.
   2. Apply bonded fiber matrix from opposing directions to soil surface, reducing the shadow effect and provide soil surface coverage of a minimum of 99%.
   3. Install materials at the manufacturers recommended application rate.
   4. Bonded fiber matrix shall have the following characteristics:
      a. Materials: Wood fiber, Polysaccharide crosslinked hydro-colloid polymer tackifier.
      b. pH Range: 4.8 plus or minus 2.
      c. Moisture Content: 12+-3% percent maximum.
      d. Wood Fiber Content: 90 percent maximum.
      e. Polysaccharide Crosslinked Hydro-colloid Polymer Tackifier: 10+-1%
      f. Organic Content: 99 percent, plus or minus 1.
      g. Ash Content: 1 percent, plus or minus 1.
      h. Water Holding Capacity: 1,350 percent minimum.
      i. Fiber Mulch Slurry Viscosity: Minimum 2.85 cps (Test Method: Falling Ball Viscometer) Test condition 1500 lbs of fiber mulch per 3000 gallons of water, evaluated immediately after mixing.

C. Protect adjacent building walls and pavement surfaces from overspray and clean spills promptly.

2.4 PESTICIDES

A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
   2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
   3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
   1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
   2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.

B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

C. Surface shall be smooth and firm. If soil amendments based on soil tests are recommended, apply prior to final cultipacking.

D. Refer to fertilizers in “FERTILIZERS” Article.

E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

A. Prepare area as specified in "Turf Area Preparation" Article.

B. For erosion-control blanket, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

A. Drill seed with drill type seeding machine. Do not broadcast or drop seed.
   1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
   2. Do not use wet seed or seed that is moldy or otherwise damaged.
   3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Drill seed at a total rate of 375 lbs./acre.

C. Drill seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Protect seeded areas with slopes exceeding 4:1 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

3.6 BONDED FIBER MATRIX MULCH

A. Apply bonded fiber matrix mulch to all seeded areas, to all seeded areas less than 4:1 slope, after seeding has been completed.

B. Strictly comply with manufacturer's installation instructions and recommendations.
   1. Use approved hydro-spraying machines.
   2. Apply bonded fiber matrix from opposing directions to soil surface, reducing the “shadow effect” and provide soil surface coverage of a minimum of 99%.
   3. Install materials at the manufacturers recommended application rate.

C. Protect adjacent building walls and pavement surfaces from overspray and clean spills promptly.

3.7 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
   1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
   2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
   3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering non-irrigated areas: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
   1. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

C. Mow turf once it reaches approximately 3 inches (cautious of mowing equipment damage). Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the 3 inch grass height.

D. Turf Postfertilization: Refer to fertilizers in “FERTILIZERS” Article.

3.8 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Landscape Architect:
   1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.9 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove nondegradable erosion-control measures after grass establishment period.

3.11 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
   1. Seeded Turf: 60 days from date of Substantial Completion.
      a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

END OF SECTION 32 92 19

SECTION 33 46 00 – SITE SUBDRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. City of Lincoln Standard Specifications for Municipal Construction
   1. Omission of any reference to City of Lincoln Standards does not alleviate the contractor for fulfilling any requirement set forth by those standards, unless such requirements are specifically noted as not applicable to this contract.

1.2 SUMMARY

A. Section Includes:
   1. Subdrains
   2. Subdrain Cleanouts and Outlets

1.3 SUBMITTALS

A. Product Data: Pipe and Cleanout Material Data

B. Comply with Division 01.

1.4 SUBSTITUTIONS

A. Comply with Division 01.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with Division 01.

B. All materials described and specified herein as delivered to the project site shall be subject to inspection and approval by Landscape Architect / Engineer.

C. Materials may be inspected by the Landscape Architect / Engineer at sources of supply. This inspection does not waive the right to reject any material after it has been delivered

1.6 SCHEDULING AND CONFLICTS

A. Comply with Division 01.

PART 2 - PRODUCTS

2.1 A-2000 PVC SUBDRAINS
   1. Corrugated exterior, smooth interior, PVC.
   2. Comply with ASTM F 949, minimum pipe stiffness, 46 psi.
   3. Use PVC plastic complying with ASTM D 1784, Cell Classification 12454.
   4. Integral bell and spigot type rubber gasket joint complying with ASTM D 3212 and ASTM F 477.
   5. When specified, slot subdrain pipe according to ASTM F 949.

2.2 POROUS BACKFILL MATERIAL

A. Refer to Specification 31 20 00 Earth Moving.

B. Coupling Bands: Match annular or helical corrugations on coupling bands to pipe ends.

2.3 SUBDRAIN CLEANOUTS

A. Use riser pipe of the same diameter and material as the adjacent subdrain pipe.

B. Use a light duty (HS-20 loading) cast iron casting for cleanouts.

2.4 GEOTEXTILES

A. Refer to Specification 31 20 00 Earth Moving.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify measurements at site; make necessary field measurements to accurately determine pipe makeup lengths or closures.

B. Examine site conditions to ensure construction operations do not pose hazards to adjacent structures or facilities.

3.2 SUBDRAINS

A. Install subdrain where specified in the contract documents.
1. Excavate trench and provide pipe bedding and backfill as shown on the figures.
2. Begin subdrain installation at the outlet and continue upgrade.
3. Lay subdrain pipe to the proper line and grade. Place pipe with the perforations down.
4. Place porous backfill material over installed pipe in layers no more than 6 inches thick. Thoroughly tamp each layer with mechanical tampers.
5. Restore pavement subbase material, shoulder material, or ground above subdrain trench as applicable.

B. Provide cleanouts where specified in the contract documents.

3.3 TRENCHES

1. Excavate trench and provide pipe bedding and backfill material as specified in Section 33 40 00.
2. Prepare trench bottom to design line and grade so that only minor movement of the pipe is necessary after installation.
3. Lay pipe to design line and grade. Set field grades to invert of pipe.
4. Provide uniform bearing for full pipe barrel length. Excavate bell holes as necessary for uniform support of pipe barrel on bedding material.
5. Do not lay pipe in water or on saturated soil or bedding or allow water to rise in trench around pipe prior to placing backfill material.
6. Do not disturb installed pipe and bedding when using movable trench boxes and shields. Block or anchor pipe as necessary to prevent joint displacement.

3.4 PIPE JOINTING

A. General:
1. Clean joint surfaces to remove soil or foreign material prior to jointing pipe.
2. Assemble joints according to pipe manufacturer’s recommendations. Use equipment that does not apply damaging forces to pipe joints.

B. Polyvinyl Chloride Pipe (PVC): Coat gasket and joint with soap-based lubricant immediately prior to closing the joint.

C. Connections between Dissimilar Pipes:
   1. Use manufactured adapters or couplings approved by the Landscape Architect / Engineer.

3.5 TOLERANCES

A. The following tolerances apply to utilities installed by open trench construction.

B. Do not allow horizontal and vertical alignment to vary from design line and grade at any structure by more than 1% of the inside diameter of the pipe or 1/4 inch, whichever is larger.

C. Do not allow the horizontal alignment of the pipe to vary from design line at any point along the pipe by more than 1% of the inside diameter of the pipe.

3.6 CLEANING, INSPECTING AND TESTING

A. Cleaning
   1. Clean all subdrains by flushing with high pressure water and removing debris by vacuum extraction, and by removing sheeting, bracing, shoring, forms, soil sediment, concrete, or other debris.
   2. Do not discharge soil sediment or debris to drainage channels, existing storm sewers, or existing sanitary sewers.

3.7 CONFLICTS WITH EXISTING UTILITIES

A. Provide temporary support for existing franchise, public or private utilities that cross trench until backfilling of the trench has been completed.

B. Compact backfill under existing utility crossing to 95% maximum Standard Proctor Density for cohesive soils and to 70% relative density for cohesionless soils.

3.8 REVIEW AND ACCEPTANCE

A. Acceptance shall be based upon proper bedding installation, grade, alignment, backfill, joint installation and quality control as specified herein.

B. After inspection of the work by the Landscape Architect / Engineer, the Contractor will be notified by the Landscape Architect / Engineer of acceptance or deficiencies and requirements for completion of the work.

C. The Landscape Architect / Engineer has the right to reject or accept installation on any item listed above.

END OF SECTION 33 46 00