

Board of Education Regular Meeting

April 11, 2016 6:00 PM

District Board Office, Central Services
Building
765 Main St
Springfield, NE 68059

Agenda

- I. Policy Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - V.A. Minutes of the Previous Month's Meetings
 - V.B. Treasurer's Report
 - V.C. Statement of Activity Fund Accounts
 - V.D. Recommendation for Bill Payment
 - V.E. Open and Option Enrollment Applications
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. Teacher resignation- Stacey Shorter
 - VII.B. Voluntary Separation Program- Stacey Shorter
 - VII.C. Purchase of new Language Arts/ English/ Reading Resources
 - VII.D. Contract with Prairie Construction for Westmont Project
- VIII. New Business
 - VIII.A. Purchase of CAD lab computers with ESU #3 Learning Initiative Funds (L.I.F.)
 - VIII.B. New High School Principal Contract- Ron Alexander
- IX. Reports
 - IX.A. Policy Committee Update
 - IX.B. Legislative Update
 - IX.C. Student and Staff Successes
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn

CASH COMPARISONS as of March 31, 2016

			2013-14	2014-15	2015-16
	<u>December</u>	General Fund	\$3,498,798.90	\$3,680,234.25	\$3,783,371.75
		Emp. Benefit Fund	\$ 667,285.63	\$ 667,853.00	\$ 620,726.13
		Building Fund	\$1,086,857.89	\$ 885,777.52	\$ 662,773.03
		School Lunch	\$ 122,579.51	\$ 185,163.64	\$ 183,922.51
		Bond Fund	\$ 92,048.37	\$ 80,047.19	\$ 101,979.19
		Depreciation Fund	\$ 216,010.22	\$ 182,561.73	\$ 149,731.31
		QCPUF			\$ 376,724.64
		December Total	\$5,683,580.52	\$5,681,637.33	\$5,879,228.56
	<u>January</u>	General Fund	\$3,385,214.27	\$3,865,428.80	\$4,034,638.55
		Emp. Benefit Fund	\$ 667,333.80	\$ 667,899.69	\$ 620,768.05
		Building Fund	\$1,062,827.48	\$ 885,839.40	\$ 705,605.23
		School Lunch	\$ 126,403.01	\$ 180,223.71	\$ 181,559.21
		Bond Fund	\$ 113,918.78	\$ 104,353.54	\$ 126,025.66
		Depreciation Fund	\$ 216,025.81	\$ 182,574.48	\$ 149,741.42
		QCPUF			\$ 399,857.25
		January Total	\$5,571,723.15	\$5,886,319.62	\$6,218,195.37
	<u>Feb</u>	General Fund	\$3,543,807.96	\$3,887,846.02	\$3,709,003.37
		Emp. Benefit Fund	\$ 667,377.31	\$ 667,943.24	\$ 620,812.86
		Building Fund	\$1,062,896.78	\$ 885,897.16	\$ 729,281.07
		School Lunch	\$ 131,318.17	\$ 145,282.17	\$ 184,018.31
		Bond Fund	\$ 123,783.10	\$ 121,537.95	\$ 138,117.04
		Depreciation Fund	\$ 216,039.90	\$ 182,586.39	\$ 149,752.23
		QCPUF			\$ 360,049.76
		February Total	\$5,745,223.22	\$5,891,092.93	\$5,891,034.64
	<u>March</u>	General Fund	\$3,721,366.63	\$3,641,705.43	\$3,621,081.09
		Emp. Benefit Fund	\$ 667,425.49	\$ 667,993.02	\$ 620,857.68
		Building Fund	\$1,063,141.52	\$ 885,963.18	\$ 777,143.40
		School Lunch	\$ 122,063.44	\$ 148,032.45	\$ 176,218.03
		Bond Fund	\$ 141,251.60	\$ 132,604.93	\$ 159,660.37
		Depreciation Fund	\$ 216,055.50	\$ 182,600.00	\$ 149,763.04
		QCPUF			\$ 371,143.30
		March Total	\$5,931,304.18	\$5,658,899.01	\$5,875,866.91

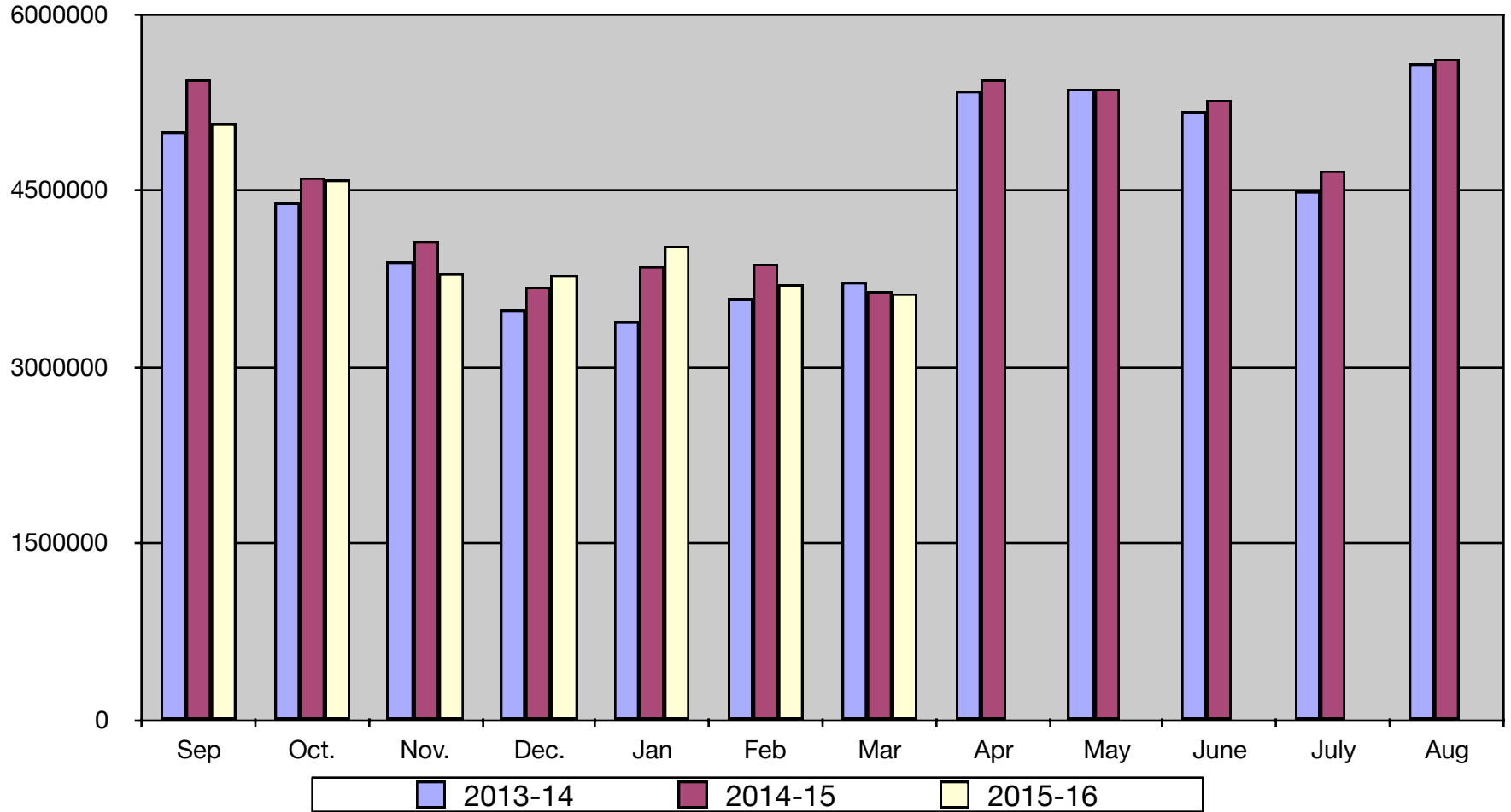


14801 S. 108th St.
Springfield, NE 68059
402-592-1300
www.springfieldplatteview.org

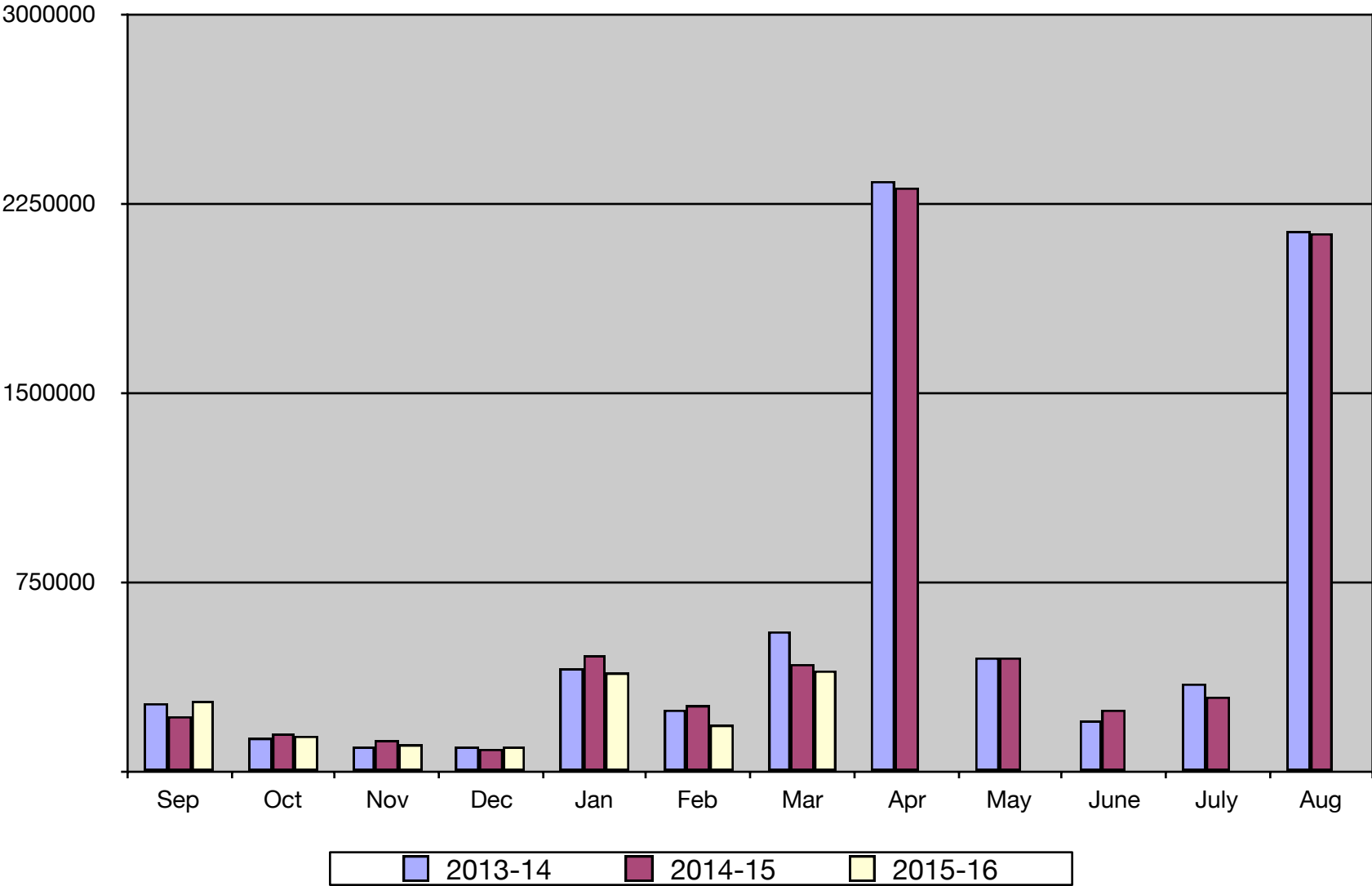
Finance Committee Report
April 2016

- Our cash balance from the General Fund is slightly down to \$3,621,081 from \$3,641,705 a year ago. Spending is at \$7,953,935 for the year. At the same time last year we had spent \$7,836,691, \$117,244 less. This is the range for spending we should be in for the year.
- The projected spending for 2015-16 is \$13.4 to 13.5 million depending on how much we decide to spend out of general fund versus building fund for the Westmont project and sewage lagoon.
- We have receipts so far this year at \$5,927,796 with a big month of taxes coming later this month. General Fund balance will now continue to be behind last year's amounts due to us putting \$.10 toward QCPUF and Building Fund.

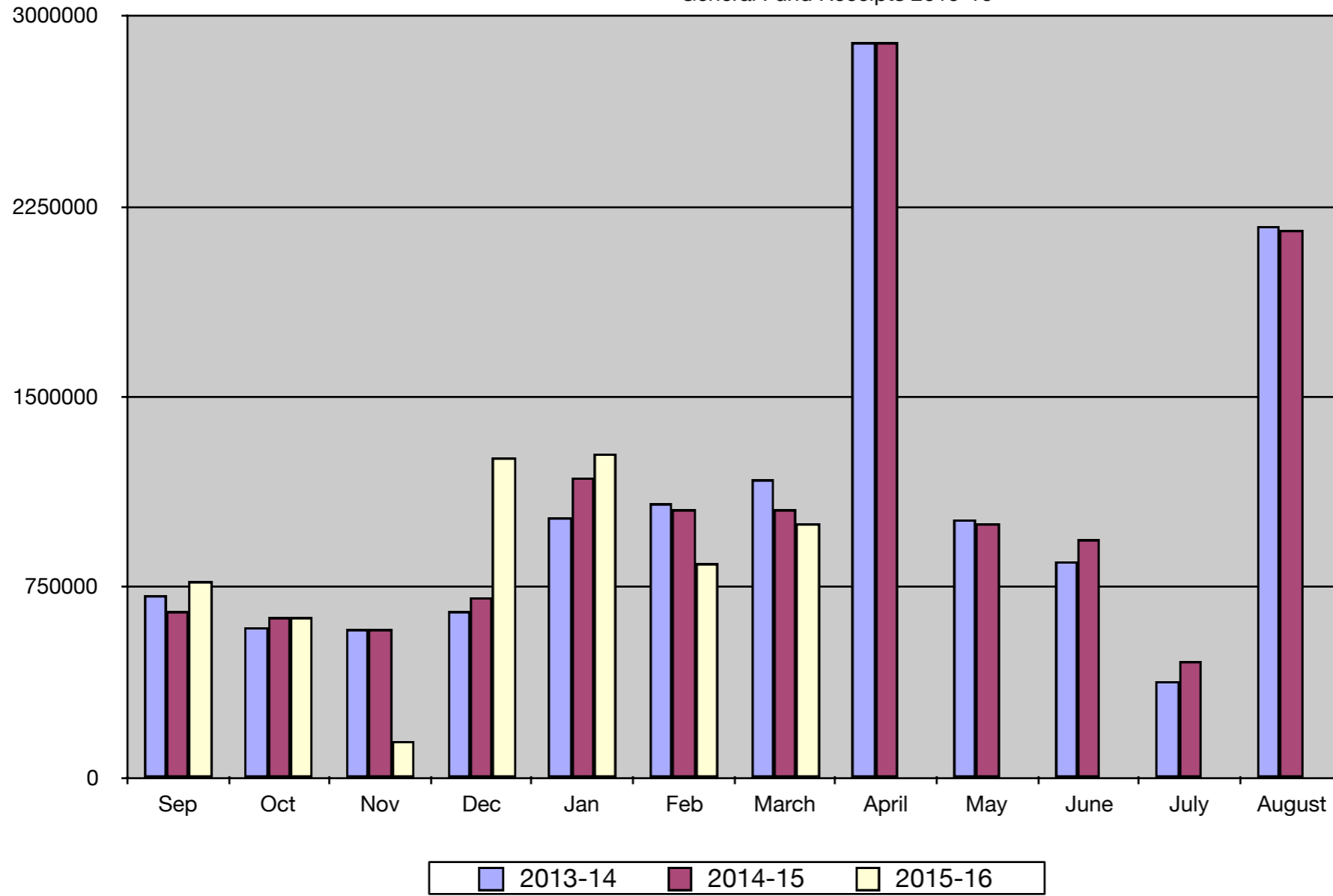
General Fund Balance 2015-16



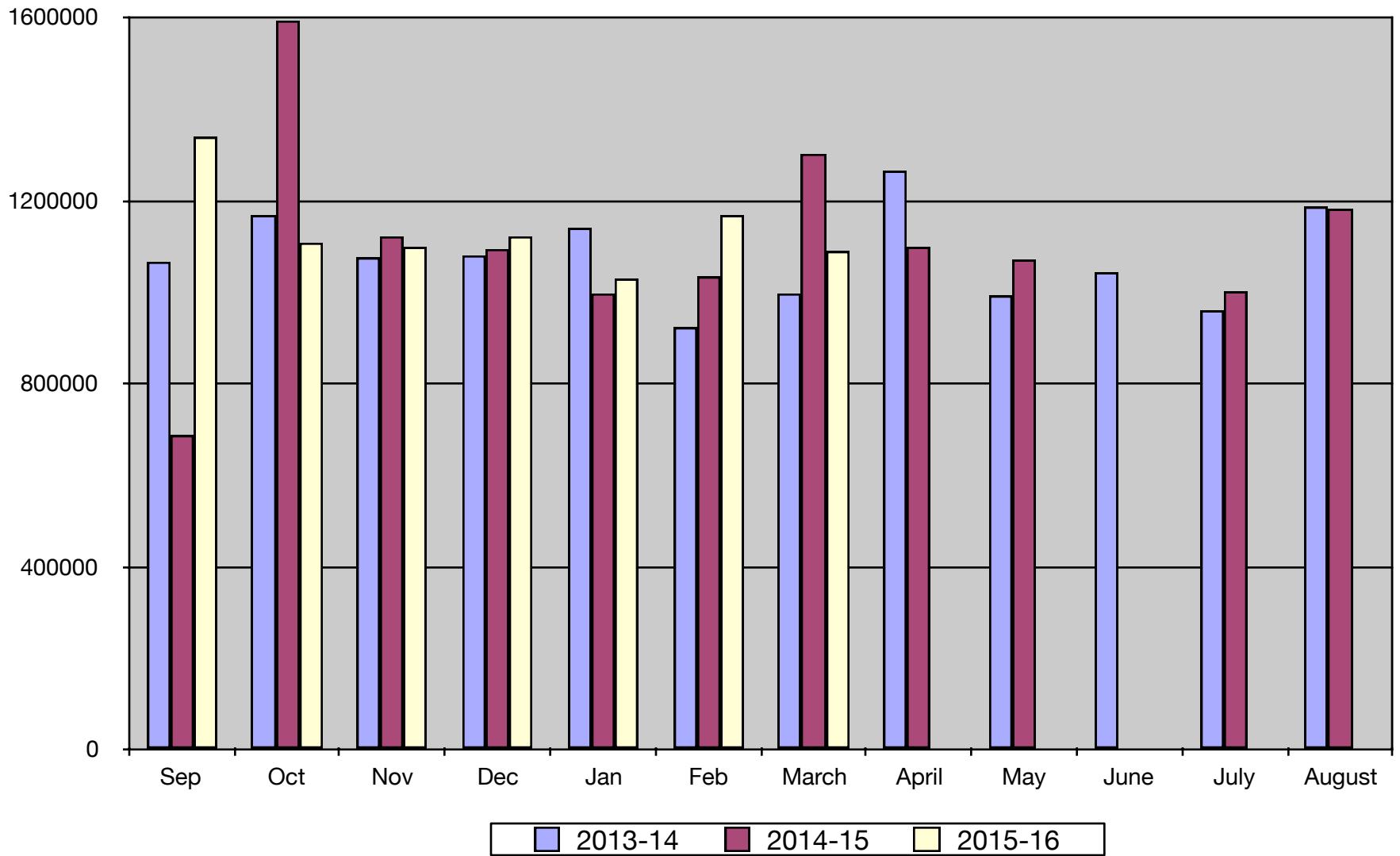
General Fund Tax Draws 2015-16



General Fund Receipts 2015-16



General Fund Expenses 2015-16



MONTHLY Summary Report- Sept. 1, 2015 to March 31, 2016

Fund	Budget 15-16	Expenditures	Ending Balance	% spent
1100-Instruction	\$7,053,336	\$3,997,894	\$ 3,055,442	56.68%
1150- Limited English	\$10,000	\$0	\$10,000	0.00%
1160- Poverty Programs	\$124,054	\$70,185	\$53,869	56.58%
1200- SPED Instruction	\$206,092	\$110,310	\$95,782	53.52%
1210- SPED School Psych	\$132,205	\$71,804	\$60,401	54.31%
1220- SPED	\$992,684	\$580,402	\$412,282	58.47%
1230- SPED tuition paid	\$365,000	\$132,693	\$232,307	36.35%
1240- SPED Clerical/ Aide	\$187,642	\$97,850	\$89,792	52.15%
1290- SPED/ Early Childhood	\$106,515	\$82,196	\$24,319	77.17%
1310- Gifted	\$83,702	\$44,419	\$39,283	53.07%
1320- Special Reading	\$84,751	\$48,342	\$36,409	57.04%
2120- Guidance Services	\$264,326	\$150,498	\$113,828	56.94%
2130- Health Services	\$204,633	\$103,779	\$100,854	50.71%
2190- Other Pupil Services	\$14,000	\$0	\$14,000	0.00%
2210- Learning Improvement	\$247,928	\$119,147	\$128,781	48.06%
2220- Libraries	\$271,571	\$154,036	\$117,535	56.72%
2230- Audio Visual Fund	\$3,500	\$303	\$3,197	8.66%
2310- Board of Education	\$35,000	\$17,202	\$17,798	49.15%
2320- Executive Admin	\$327,341	\$200,172	\$127,169	61.15%
2330- Public Relations	\$41,400	\$3,932	\$37,468	9.50%
2410- Office of the Principal	\$965,623	\$525,078	\$440,545	54.38%
2510- Gen. Admin Business Services	\$447,539	\$135,959	\$311,580	30.38%
2520- Vehicle Acquisition	\$15,000	\$7,252	\$7,748	48.35%
2610- Operation of Plant	\$948,680	\$479,450	\$469,230	50.54%
2620- Maintenance	\$537,517	\$209,199	\$328,318	38.92%
2750- Regular Transportation	\$530,500	\$254,881	\$275,619	48.05%
2760- SPED Transportation	\$274,000	\$169,309	\$104,691	61.79%
2790- Learning Community Transportation	\$35,000	\$16,213	\$18,787	46.32%
3135- High Ability	\$8,267	\$6,345	\$1,922	76.75%
4100- Title I	\$70,037	\$10,318	\$59,719	14.73%
4320- Title IIA	\$27,172	\$6,425	\$20,747	23.65%
4404- IDEA Base	\$80,614	\$47,584	\$33,030	59.03%
4406- IDEA Pre-Schools	\$14,228	\$7,191	\$7,037	50.54%
4410- IDEA Poverty	\$126,118	\$89,564	\$36,554	71.02%
4412- IDEA Propor Share	\$2,934	\$0	\$2,934	0.00%
4700- Carl Perkins	\$4,500	\$20	\$4,480	0.44%
6000- Summer School	\$28,268	\$0	\$28,268	0.00%
8000- Transfers	\$74,393	\$0	\$74,393	0.00%
Totals	\$14,946,070	\$7,949,952	\$6,996,118	53.19%
Spending Goal	\$ 13,400,000			59.33%

Board of Education

March 14, 2016

The Policy Committee started at 6:00 p.m. Bob Icenogle and Brenda Sherman were present. Policies 3010 through 3106 were reviewed. The committee discussed creating a policy regarding board recognition of student achievements. The committee meeting adjourned at 6:33 p.m.

The Finance Committee started at 6:34 p.m. Bob Icenogle and Brenda Sherman were present. Finance reports were reviewed by the committee. Brian Wichman joined the meeting at 6:38 p.m. Brian Osborn joined the meeting at 6:51. Discussion of the bills took place. The committee meeting adjourned at 6:56 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, March 14, 2016, at the District Board Office, Central Services Building. Present: Bob Icenogle, Brian Osborn, Brenda Sherman, and Brian Wichman. Absent: Lori Bartels, Jennifer Kreifels.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Osborn informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

There were no items from patrons on agenda items.

The administration recommended approval of James Karasek's Voluntary Separation Program application. Action to approve James Karasek's Voluntary Separation Program application as presented passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

Action to approve the resignation of James Karasek, effective at the end of this school year contract passed with a motion by Icenogle and a second by Sherman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

Richards presented a Purchase Agreement with GDR, L.L.C. The Board of Education and administration have been in negotiations for this piece of land for almost a year with the developer. This piece of land would serve as a future elementary school in Springfield once the funding is secured for the project, which could be 3-4 years away. Action to approve the purchase agreement with GDR, L.L.C. as presented passed with a motion by Icenogle and a second by Wichman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

The Association and the district were able to make a few cleanups on the Negotiated Agreement that are now irrelevant because of the Commission of Industrial Relations process to permanently recognize the Springfield Education Association as the official bargaining agent for the district. The administration recommended approving the new Negotiated Agreement with these technical changes. Action to approve the 2016-17 and 2017-18 changes in the Negotiated Agreement as presented passed with a motion by Sherman and a second by Icenogle. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

It has been eight years since the district has gone out for a Request For Proposal (RFP) for Transportation Services. Although we have been satisfied

with First Student transportation services as a district, it is prudent that we go out and get bids for transportation services to ensure we are getting the best pricing and services available in the area. Action to approve the release of the RFP for Transportation Services for 2016-2020 passed with a motion by Icenogle and a second by Sherman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

The superintendent recommended a 2.5% increase in salary for administrators and a 5% increase for Mrs. Heneger for 2016-17. Mrs. Heneger started at the low range in salary as a first year administrator this year. There was also an amendment to Angela Simpson's contract. This percentage increase stays below the overall compensation percentage approved for certified teaching staff. Action to approve the 2016-17 administrator contracts as presented passed with a motion by Icenogle and a second by Sherman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

Exploring before and after school child care was discussed. Superintendent Richards was directed to move forward with exploring options for such a program.

Bob Icenogle gave a Policy Committee Report and asked for input from board members regarding a new policy. Brett Richards gave a Legislative update, and shared student and staff successes.

There were no items from patrons on items not on the agenda.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 7:47 p.m. passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Icenogle, Osborn, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Lori Bartels, Secretary Board of Education

Board of Education

March 28, 2016

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, March 28, 2016, at the District Board Office, Central Services Building. Present: Lori Bartels, Bob Icenogle, Jennifer Kreifels, Brian Osborn, Brenda Sherman, and Brian Wichman. Absent: None.

Notice of the meeting was given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Osborn informed the board and the public that the Act is located on the west wall of the board room.

There was no public comment.

Discussion items included English/Language Arts Resources, Strategic Plan/Curriculum and Instruction Model report, preliminary budget numbers for 2016-17, and a legislative report.

The high school is requesting the purchase of a CNC Plasma Router. It would be paid for as follows: \$4,000 from the SPCS Foundation, \$5,000 donation from Wolf's Welding, \$6,200 from the high school budget. Action to approve the purchase of the CNC Plasma Router from BurnTables as presented passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Bartels, Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

The contract with Prairie Construction for the Westmont renovation project was tabled.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn at 8:48 p.m. passed with a motion by Kreifels and a second by Sherman. Vote: Yeas - Bartels, Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Lori Bartels, Secretary Board of Education

MARCH 2016 ADMIN. REVOLVING

Administrative
4/5/2016

Date	Num	Transaction	Payment	C	Deposit
3/9/2016	5522	NE WESLEYAN cat: QUIZ BOWL REGISTRATION memo: 1-22-1100-630	80.00	R	
3/16/2016	TXFR	TRANSFER FROM GENERAL MM memo: MARCH 2016 PAYABLES		R	667.92
3/16/2016	5523	DOLLAR GENERAL STORE cat: SUPPLIES memo: 1-01-2210-690	20.27	R	
3/17/2016	5524	MECA cat: MEALS FOR NETA CONFERENCE memo: 1-01-2310-690	740.00	R	
3/17/2016	5525	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 1-01-2510-341	12.45	R	
3/21/2016	5526	WALMART cat: SUPPLIES memo: 1-22-1100-410	762.40	R	
3/31/2016	5527	AMAZON SPLIT SUPPLIES	152.70		
		SUPPLIES 1-10-1290-410	49.60		
		SUPPLIES 1-21-1220-410	12.95		
		SUPPLIES 1-22-1100-410	28.16		
		SUPPLIES 1-12-1220-410	61.99		
3/31/2016	5528	PAPILLION SCHOOLS cat: QUIZ BOWL REGISTRATION memo: 1-22-1100-630	80.00		

March 2016 Student Fee

STUDENT FEE ACCOUNT

4/5/2016

Date	Num	Transaction	Payment	C	Deposit
3/7/2016	DEP	OUTDOOR EDUCATION-DEPOSIT cat: OUTDOOR ED		R	960.00
3/8/2016	DEP	OUTDOOR EDUCATION-DEPOSIT cat: OUTDOOR ED		R	120.00
3/17/2016	DEP	OUTDOOR EDUCATION-DEPOSIT cat: OUTDOOR ED		R	2,520.00
3/18/2016	DEP	DRIVERS EDUCATION-DEPOSIT cat: DRIVER EDUCATION		R	6,650.00
3/22/2016	DEP	DRIVERS EDUCATION-DEPOSIT cat: DRIVER EDUCATION		R	350.00
3/22/2016	1175	SHIRTS & MORE cat: OUTDOOR ED	895.00	R	
3/22/2016	1176	DIANE COX cat: OUTDOOR ED	125.00		
3/23/2016	1177	Michele Wegner cat: OUTDOOR ED	71.28		
3/29/2016	AW	RETURN CHECK cat: DRIVER EDUCATION	350.00	R	

Nebraska Public Agency Investment Trust

Account Statement

March 1, 2016 to March 31, 2016

SOUTH SARPY SCHOOL DISTRICT #46
 14801 S 108TH ST
 SPRINGFIELD, NE 68059-4925

NPAIT
 PO BOX 82529
 Lincoln, NE 68501
 Toll Free: (800) 640-8817
 Local: (402) 323-1615

Account Number: **XXXXX9-001**

Fund Summary

	<u>PRICE PER SHARE</u>	<u>SHARES OWNED</u>	<u>MARKET VALUE</u>
Nebraska Public Agency Investment Trust XXXXX9-001	\$1.00	58,926.78	\$58,926.78

Transaction Summary

Nebraska Public Agency Investment Trust
 XXXXX9-001

<u>TRADE DATE</u>	<u>SETTLEMENT DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>SHARES</u>	<u>AMOUNT</u>
3/1/2016		Beginning Shares Balance	68,550.28	\$68,550.28
3/18/2016	3/21/2016	Redemption	(9,628.00)	(\$9,628.00)
3/31/2016	3/31/2016	Interest	4.50	\$4.50
Total :			58,926.78	\$58,926.78

Accrual Details for Holdings between 03/01/2016 and 03/31/2016

Fund: NPAIT

Account Number: 125649-001

SOUTH SARPY SCHOOL DISTRICT #46
SOUTH SARPY SCHOOL DISTRICT #46

Settlement Date	Price Cycle	Settled Shares	Accrual Factor	Accrual Dividend* (USD)	Non-Div. Distribution		Cumulative Accrual	
					Accrual Paid (USD)	Accrual Paid (USD)	Dividend* (USD)	
03/01/2016	EOD	68,550,2800	0.0000020626	0.14	0.00	0.00	0.14	
03/02/2016	EOD	68,550,2800	0.0000021670	0.15	0.00	0.00	0.29	
03/03/2016	EOD	68,550,2800	0.0000019005	0.13	0.00	0.00	0.42	
03/04/2016	EOD	68,550,2800	0.0000056835	0.39	0.00	0.00	0.81	
03/07/2016	EOD	68,550,2800	0.0000018923	0.13	0.00	0.00	0.94	
03/08/2016	EOD	68,550,2800	0.0000018906	0.13	0.00	0.00	1.07	
03/09/2016	EOD	68,550,2800	0.0000016156	0.11	0.00	0.00	1.18	
03/10/2016	EOD	68,550,2800	0.0000016304	0.11	0.00	0.00	1.29	
03/11/2016	EOD	68,550,2800	0.0000048906	0.34	0.00	0.00	1.63	
03/14/2016	EOD	68,550,2800	0.0000019162	0.13	0.00	0.00	1.76	
03/15/2016	EOD	68,550,2800	0.0000019074	0.13	0.00	0.00	1.89	
03/16/2016	EOD	68,550,2800	0.0000021374	0.15	0.00	0.00	2.04	
03/17/2016	EOD	68,550,2800	0.0000020938	0.14	0.00	0.00	2.18	
03/18/2016	EOD	68,550,2800	0.0000069826	0.48	0.00	0.00	2.66	
03/21/2016	EOD	58,922,2800	0.0000023199	0.14	0.00	0.00	2.79	
03/22/2016	EOD	58,922,2800	0.0000028861	0.17	0.00	0.00	2.96	
03/23/2016	EOD	58,922,2800	0.0000028926	0.17	0.00	0.00	3.13	
03/24/2016	EOD	58,922,2800	0.0000115652	0.68	0.00	0.00	3.82	
03/28/2016	EOD	58,922,2800	0.0000028740	0.17	0.00	0.00	3.99	
03/29/2016	EOD	58,922,2800	0.0000028971	0.17	0.00	0.00	4.16	
03/30/2016	EOD	58,922,2800	0.0000028388	0.17	0.00	0.00	4.32	
03/31/2016	EOD	58,926,7800	0.0000029259	0.17	0.00	4.50	0.00	
Total: Accrual computed without daily compounding						4.50		
Accrued Dividend prior to 03/01/2016: 0.00								

* Displaying Accrual Dividend rounded to two decimal places for reporting purpose only



Nebraska Public Agency Investment Trust

TRUST SERVICES

SOUTH SARPY SCHOOL DISTRICT #46

Account # 601035

Account Detail On: 03/31/2016

	Maturity Date	Cost	Accrual	Annual Yield
Cash				
Cash		0.00		
Cash Equivalents				
Repurchase Agreement				
Repurchase Agreement fbo South Sarpy School District #46 0.25% due 6/18/2016	06/18/2016	2,700,000.00	1,923.29	0.25%
Grand Total		2,700,000.00	1,923.29	0.25%

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

Treasurer's Report

For the month ended March 31, 2016

<u>General Fund Now Account</u>			
Bank Balance: Beginning of Reporting Period			\$ 594,449.51
Deposits:			
Springfield State Bank - Interest	\$ 35.32		
Transfer from Admin Revolving	\$ 0.00		
Transfers from Investment Account	\$ 1,088,586.70		
Transfer from Bond Fund	\$ 9,628.00		
Transfer from QCPUF Fund	\$ 8,245.00		
Transfers from Lunch Fund Investment	\$ 52,330.87		
Transfers from Building Fund Investment	\$ 2,955.00		
			\$ 1,161,780.89
			\$ 1,756,230.40
Disbursements			
Bank Balance: End of Reporting Period			\$ 410,728.01
Outstanding Checks: End of Reporting Period			\$ 145,656.62
NOW Account Balance: End of Reporting Period			\$ 265,071.39
<u>General Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 3,440,297.32
Deposits:			
Springfield State Bank - Interest	\$ 224.27		
Sarpy County Treasurer - Local Taxes	\$ 956.95		
Learning Community Common Taxes	\$ 302,665.17		
Sarpy- MVT	\$ 97,380.87		
State Aid	\$ 476,588.40		
SPED School Age Reimb.	\$ 110,405.49		
IDEA/Federal Grants/ Title/ Perkins	\$ 0.00		
Rentals	\$ 3,634.47		
Pre-School/ Summer School tuition	\$ 1,510.00		
Medicaid Reimbursement	\$ 5,730.60		
Refunds and Reimbursements	\$ 3,310.70		
iPad Sales, Fees, and Insurance	\$ 160.00		
Liquor License Fees and County Fines	\$ 0.00		
Postage	\$ 0.00		
			\$ 1,002,566.92
			\$ 4,442,864.24
Disbursements			
Transfers to General Fund NOW	\$ 1,088,586.70		
Transfer to Depreciation Fund	\$ 0.00		
Administrative Revolving	\$ 667.92		
Returned checks/ fees	\$ 0.00		
Bank and other Service Charges	\$ 90.00		
			\$ 1,089,344.62
Investment Account Balance: End of Reporting Period			\$ 3,353,519.62
<u>General Fund Administrative Revolving Account</u>			
Available Balance: Beginning of Reporting Period			\$ 4,034.61

Deposits:			
Transfers From General Fund Investment Acc't	\$	667.92	
Transfers From Lunch Fund Investment Acc't	\$	0.00	
Transfers From Building Fund	\$	0.00	
			\$ 667.92
			\$ 4,702.53
Disbursements			
Bank Balance: End of Reporting Period			\$ 1,854.75
Outstanding Checks: End of Reporting Period			\$ 2,847.78
Outstanding Deposits: End of Reporting Period			\$ 357.70
			\$ 0.00
Admin. Revolving Account Balance: End of Reporting Period			\$ 2,490.08
General Fund Administrative Revolving Account			\$ 2,490.08
General Fund NOW Account			\$ 265,071.39
General Fund Investment Account			\$ 3,353,519.62
TOTAL GENERAL FUND BALANCE			\$ 3,621,081.09
<u>Employee Benefit Fund</u>			
Available Balance: Beginning of Reporting Period			\$ 620,812.86
Deposits:			
Springfield State Bank - Interest	\$	44.82	
Transfers From General Fund Investment Acc't	\$	0.00	
Bank Balance: End of Reporting Period			\$ 620,857.68
Certificate of Deposit			
Available Balance: End of Reporting Period			\$ 620,857.68
Disbursements			\$ 0.00
TOTAL EMPLOYEE BENEFIT BALANCE			\$ 620,857.68
<u>Special Building Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 729,281.07
Deposits:			
Springfield State Bank - Interest	\$	54.67	
Sarpy County Treasurer - Local Taxes	\$	50,762.66	\$ 50,817.33
			\$ 780,098.40
Disbursements	\$	2,955.00	\$ 2,955.00
Available Balance: End of Reporting Period			\$ 777,143.40
TOTAL SPECIAL BUILDING FUND BALANCE			\$ 777,143.40
<u>School Lunch Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 184,018.31
Deposits:			
Springfield State Bank - Interest	\$	12.99	
Hot Lunches	\$	30,404.20	
State/Federal Aid	\$	14,133.40	

Miscellaneous	\$	0.00	\$	44,550.59
			\$	228,568.90
Disbursements				
Transfers to NOW	\$	52,350.87		
Transfer to Admin Revolving	\$	0.00		
Returned checks/ fees/ charges	\$	0.00		
			\$	0.00
Available Balance: End of Reporting Period			\$	52,350.87
TOTAL SCHOOL LUNCH FUND BALANCE			\$	176,218.03
<u>Bond Fund Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	138,117.04
Deposits:				
Springfield State Bank - Interest	\$	10.87		
Sarpy County Treasurer - Local Taxes	\$	31,160.46	\$	31,171.33
			\$	169,288.37
Disbursements			\$	9,628.00
Transfer to NOW			\$	0.00
Available Balance: End of Reporting Period			\$	159,660.37
TOTAL BOND FUND BALANCE			\$	159,660.37
<u>Depreciation Fund Account</u>				
Available Balance: Beginning of Reporting Period			\$	149,752.23
Deposits:				
Springfield State Bank - Interest	\$	10.81		
Transfers from General Fund	\$	0.00	\$	10.81
			\$	149,763.04
Disbursements				
Transfer to NOW	\$	0.00	\$	0.00
Available Balance: End of Reporting Period			\$	149,763.04
TOTAL DEPRECIATION FUND BALANCE			\$	149,763.04
<u>QCPUF Fund Account</u>				
Available Balance: Beginning of Reporting Period			\$	360,049.76
Deposits:				
Springfield State Bank - Interest	\$	26.49		
Sarpy County Treasurer- Local Taxes	\$	19,312.05		
			\$	379,388.30
Disbursements				
Transfer to NOW	\$	8,245.00		
Transfer to NPAIT Account	\$	0.00	\$	8,245.00
Available Balance: End of Reporting Period			\$	371,143.30
TOTAL QCPUF FUND BALANCE			\$	371,143.30

Bank Statement Reconciliation

Description

Adjustment Date

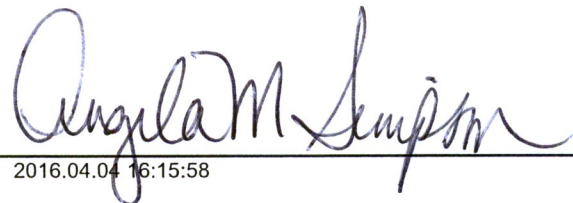
Adjustment Amount

Platteview High School 03/01/2016 through 03/31/2016

Checking

Bank Statement Reconciliation Summary

Statement Balance	\$ 227,995.56
- Outstanding checks	\$ 16,031.06
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 211,964.50
+ Investments	\$ 0.00
Book Balance	\$ 211,964.50



SPRINGFIELD STATE BANK
 600 MAIN ST
 SPRINGFIELD, NE 68059-3220
 Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM
 PLATTEVIEW ACTIVITY FUND
 14801 S 108TH STREET
 SPRINGFIELD NE 68059

Statement Date: 03/31/2016 Enclosures: (103)

Account No.: 104812 Page: 1

NOW CHECKING ACCOUNT SUMMARY

Type : REG Status : Active

Category	Number	Amount
Balance Forward From 02/29/16		211,567.75
Deposits	14	42,237.68+
Debits	89	25,765.54
Automatic Withdrawals	1	60.00
Interest Added This Statement		15.67+
Ending Balance On 03/31/16		227,995.56
Annual Percentage Yield Earned	0.09%	
Interest Paid This Year	43.99	
Interest Paid Last Year	169.82	
Average Balance (Collected)	217,120.66+	

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
03/01/16	44211	75.00	44164	75.00	211,417.75
03/01/16	44193	95.00	44222	161.04	211,161.71
03/01/16	31580	169.19	44180	584.00	210,408.52
03/01/16	44202	898.00			209,510.52
03/02/16	44214	75.00			209,435.52
03/03/16	44218	50.00	44215	75.00	209,310.52
03/04/16	44223	50.00	44213	75.00	209,185.52
03/04/16	44209	100.00			209,085.52
03/07/16	DEPOSIT	1,710.00+	DEPOSIT	2,030.00+	212,825.52
03/07/16	DEPOSIT	2,515.49+	DEPOSIT	3,564.49+	218,905.50
03/07/16	DEPOSIT	8,593.05+			227,448.55
03/07/16	31587	87.43	44217	50.00	227,211.12
03/07/16	44200	241.00	44128	150.00	227,211.12
03/08/16	44152	45.00	44208	241.00	226,729.12
03/08/16	44216	50.00	44219	50.00	226,634.12
03/08/16	31581	82.00	31584	53.24	226,530.88
03/08/16	31578	99.00	44220	89.95	226,358.93
03/08/16	44186	234.67	44225	200.00	226,059.93
03/08/16	31579	359.00	31582	340.00	225,485.26
03/09/16	31583	418.53			225,126.26
03/10/16	44125	120.00	31590	438.38	224,269.35
03/11/16	44232	20.00	31588	260.53	223,888.82
03/11/16	44237	63.95	44226	57.00	223,811.82
03/11/16	44238	1,995.00	44243	90.00	223,657.87
03/14/16	44239	33.40			221,662.87
03/14/16	44184	150.00	44234	70.00	221,559.47
03/14/16	44231	945.00	44240	300.00	221,109.47
03/14/16	44228	1,625.00	44229	1,010.05	219,154.42

Continued

01/170/1

SPRINGFIELD STATE BANK
 600 MAIN ST
 SPRINGFIELD, NE 68059-3220
 Tel: (402)253-2222

Statement Date: 03/31/2016 Enclosures: (103)
STATEMENT PERIOD ACTIVITY (cont.)

Account No.: 104812 Page: 2

Date	Check/Description	Amount	Check/Description	Amount	Balance
03/15/16	44241	98.78	44233	103.64	217,327.00
03/15/16	44242	658.46			216,668.54
03/16/16	44179	147.00	44244	526.00	215,995.54
03/16/16	44227	1,792.00			214,203.54
03/17/16	31589	161.17	44236	300.00	213,742.37
03/18/16	DEPOSIT	1,182.89+		885.00	214,040.26
03/18/16	44221	86.00	44245	572.00	213,382.26
03/21/16	DEPOSIT	2,431.07+	DEPOSIT	3,029.00+	218,842.33
03/21/16	DEPOSIT	3,239.00+	44168	50.00	222,031.33
03/21/16	44253	102.60	31591	358.87	221,569.86
03/21/16	44074	840.36			220,729.50
03/22/16	44250	175.00	44248	200.00	220,354.50
03/23/16	44230	80.08	44251	175.00	220,099.42
03/24/16	44259	38.50	44249	100.00	219,960.92
03/24/16	44254	112.00			219,848.92
03/28/16	44266	55.00	44252	150.00	219,643.92
03/28/16	44246	200.00	44279	210.13	219,233.79
03/28/16	44278	333.50			218,900.29
03/29/16	NOT SUFFICIENT FUNDS 0000003632			60.00	218,840.29
03/29/16	44257	52.50	44264	55.00	218,732.79
03/29/16	44265	55.00	44210	75.00	218,602.79
03/29/16	44276	160.00	44263	170.00	218,272.79
03/29/16	44274	400.00	44275	400.00	217,472.79
03/29/16	44256	418.10	44282	874.67	216,180.02
03/29/16	44272	877.85			215,302.17
03/30/16	DEPOSIT	1,853.00+	DEPOSIT	2,071.00+	219,226.17
03/30/16	DEPOSIT	2,801.69+	DEPOSIT	3,320.00+	225,347.86
03/30/16	DEPOSIT	3,897.00+	44255	50.82	229,194.04
03/30/16	44258	219.87	44235	240.00	228,734.17
03/31/16	44267	103.00	44270	315.00	228,316.17
03/31/16	44281	336.28			227,979.89
03/31/16	INTEREST PAID			15.67+	227,995.56

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	217,880.69	Minimum Ledger Balance :	209,085.52
Average Collected Balance :	217,120.66	Minimum Collected Balance :	209,085.52
Average Available Balance :	217,880.69	Minimum Available Balance :	209,085.52

CHECKS AND OTHER DEBITS

* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
03/18/16	WD	885.00	03/01/16	31580	169.19	03/09/16	31583	418.53
03/08/16	31578	99.00	03/08/16	31581	82.00	03/08/16	31584	53.24
03/08/16	31579	359.00	03/08/16	31582	340.00	03/07/16	31587*	87.43

Continued

01/170/2

Adjustment Detail

Detail report. Sorted by Group ID.
From 03/01/2016 to 03/31/2016.

Group	Group Description		Description	Amount
Activity ID	Site ID	Adj. Date		
B	Clubs & Organizations			
203	SpringPlat	03/31/2016	state shirts	\$ 47.00
205	SpringPlat	03/31/2016	Winter concession profits	\$ 544.31
220	SpringPlat	03/31/2016	Winter concession profits	\$ 723.50
260	SpringPlat	03/31/2016	Winter concession profits	\$ 1,007.70
270	SpringPlat	03/31/2016	State basketball shirts	\$ 45.00
270	SpringPlat	03/31/2016	state shirts	\$ 52.00
280	SpringPlat	03/31/2016	Winter concession profits	\$ 544.31
350	SpringPlat	03/31/2016	Winter concession profits	\$ 73.60
380	SpringPlat	03/31/2016	Winter concession profits	\$ 331.40
400	SpringPlat	03/31/2016	Winter concession profits	\$ 798.61
420	SpringPlat	03/31/2016	Winter concession profits	\$ 103.80
255	SpringPlat	03/31/2016	Winter concession profits	\$ 17.20
345	SpringPlat	03/31/2016	Winter concession profits	\$ 536.90
405	SpringPlat	03/31/2016	Winter concession profits	\$ 798.61
Group B Totals:				\$ 5,623.94
C	Classes			
520	SpringPlat	03/31/2016	Winter concession profits	\$ 341.70
505	SpringPlat	03/31/2016	Winter concession profits	\$ 280.70
590	SpringPlat	03/31/2016	Winter concession profits	\$ 660.52
Group C Totals:				\$ 1,282.92
D	Activities			
640	SpringPlat	03/31/2016	Winter concession profits	\$ 304.70
Group D Totals:				\$ 304.70
E	Miscellaneous			
760	SpringPlat	03/31/2016	State basketball shirts	-\$ 45.00
760	SpringPlat	03/31/2016	state shirts	-\$ 52.00
760	SpringPlat	03/31/2016	state shirts	-\$ 47.00
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 660.52
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 103.80
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 723.50
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 536.90
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 1,007.70
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 331.40
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 341.70
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 73.60
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 1,088.62
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 304.70
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 17.20
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 280.70
710	SpringPlat	03/31/2016	Winter concession profits	-\$ 1,597.22
Group E Totals:				-\$ 7,211.56

Report Totals :

\$ 0.00

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 03/01/2016 to 03/31/2016.

Site ID Site Name
Group ID Group Name

Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SpringPI Platteview High School						
A	Athletics					
100	Athletics	62,718.90	4,540.49	4,175.56	0.00	63,083.83
105	Baseball Contest	0.00	0.00	316.00	0.00	-316.00
106	Baseball Equip/Supplies	4,104.92	0.00	0.00	0.00	4,104.92
110	Boys Basketball Contest	-4,211.00	0.00	100.00	0.00	-4,311.00
111	Boys Basketball Equip/Supplies	-870.01	0.00	0.00	0.00	-870.01
115	Boys Golf Contest	-291.15	0.00	95.00	0.00	-386.15
116	Boys Golf Equip/Supplies	744.00	0.00	0.00	0.00	744.00
120	Boys Soccer Contest	0.00	0.00	160.00	0.00	-160.00
121	Boys Soccer Equip/Supplies	2,741.23	0.00	874.67	0.00	1,866.56
125	Cross Country Contest	-928.74	0.00	0.00	0.00	-928.74
126	Cross Country Equip/Supplies	1,637.38	0.00	0.00	0.00	1,637.38
130	Football Contest	-2,313.00	0.00	0.00	0.00	-2,313.00
131	Football Equip/Supplies	-3,695.07	0.00	0.00	0.00	-3,695.07
135	Girls Basketball Contest	-4,546.00	0.00	100.00	0.00	-4,646.00
136	Girls Basketball Equip/Supplies	11.96	0.00	0.00	0.00	11.96
140	Girls Golf Contest	-747.00	0.00	0.00	0.00	-747.00
141	Girls Golf Equip/Supplies	1,000.00	0.00	0.00	0.00	1,000.00
145	Girls Soccer Contest	60.00	0.00	400.00	0.00	-340.00
146	Girls Soccer Equip/Supplies	3,344.83	0.00	0.00	0.00	3,344.83
150	Softball Contest	-2,271.57	0.00	0.00	0.00	-2,271.57
151	Softball Equip/Supplies	1,806.56	0.00	0.00	0.00	1,806.56
155	Track Contest	-796.55	160.00	380.00	0.00	-1,016.55
156	Track - Boys Equip/Supplies	3,572.37	0.00	367.38	0.00	3,204.99
157	Track - Girls Equip/Supplies	4,163.46	0.00	291.08	0.00	3,872.38
160	Volleyball Contest	-3,408.00	0.00	0.00	0.00	-3,408.00
161	Volleyball Equip/Supplies	2,385.37	0.00	0.00	0.00	2,385.37
165	Wrestling Contest	-1,849.74	238.58	0.00	0.00	-1,611.16
166	Wrestling Equip/Supplies	2,812.77	0.00	20.00	0.00	2,792.77
180	PC Boys Basketball Contest	-1,060.00	0.00	0.00	0.00	-1,060.00
181	PC Boys Basketball Equip/Supplies	-202.67	0.00	0.00	0.00	-202.67
182	PC Boys Track Contest	273.87	0.00	0.00	0.00	273.87
183	PC Boys Track Equip/Supplies	0.00	0.00	0.00	0.00	0.00
184	PC Football Contest	-1,105.50	0.00	0.00	0.00	-1,105.50
185	PC Football Equip/Supplies	-149.81	0.00	0.00	0.00	-149.81
186	PC Girls Basketball Contest	-770.00	0.00	70.00	0.00	-840.00
187	PC Girls Basketball Equip/Supplies	-161.67	0.00	0.00	0.00	-161.67
188	PC Girls Track Contest	373.88	0.00	0.00	0.00	373.88
189	PC Girls Track Equip/Supplies	0.00	0.00	0.00	0.00	0.00
190	PC Volleyball Contest	-750.00	0.00	0.00	0.00	-750.00
191	PC Volleyball Equip/Supplies	0.00	0.00	0.00	0.00	0.00
192	PC Wrestling Contest	-185.00	0.00	90.00	0.00	-275.00
193	PC Wrestling Equip/Supplies	0.00	0.00	0.00	0.00	0.00

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.

From 03/01/2016 to 03/31/2016.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
A Totals:		61,439.02	4,939.07	7,439.69	0.00	58,938.40
B	Clubs & Organizations					
200	Baseball Club	2,689.68	30.00	945.00	0.00	1,774.68
203	Boys Basketball Club	4,985.94	4,092.00	2,814.50	47.00	6,310.44
205	Boys Golf Club	167.89	0.00	269.00	544.31	443.20
210	Boys Soccer Club	1,220.20	0.00	96.24	0.00	1,123.96
220	Cheer	1,373.81	0.00	701.17	723.50	1,396.14
230	Cross Country Club	803.04	0.00	0.00	0.00	803.04
240	Dance Team	4,091.03	0.00	430.03	0.00	3,661.00
245	Drama Club	746.32	0.00	0.00	0.00	746.32
250	FBLA	-231.58	906.00	336.28	0.00	338.14
255	FCCLA	-332.40	2,626.00	2,017.11	17.20	293.69
260	Football Club	6,804.79	0.00	54.00	1,007.70	7,758.49
270	Girls Basketball Club	1,942.52	5,416.00	4,231.26	97.00	3,224.26
280	Girls Golf Club	256.23	0.00	0.00	544.31	800.54
290	Girls Letter Club	2,468.05	198.00	133.74	0.00	2,532.31
300	Girls Soccer Club	1,564.32	720.00	0.00	0.00	2,284.32
330	National Honor Society	1,052.11	0.00	42.00	0.00	1,010.11
340	P Club	520.48	0.00	0.00	0.00	520.48
342	Platteview Tech Club	67.66	0.00	0.00	0.00	67.66
345	Softball Club	2,033.04	0.00	0.00	536.90	2,569.94
350	Skills USA	772.43	0.00	0.00	73.60	846.03
360	Spanish Club	935.02	0.00	0.00	0.00	935.02
370	Spirit Club	856.10	0.00	0.00	0.00	856.10
380	Student Council	360.53	264.00	291.50	331.40	664.43
390	Thespian	0.00	0.00	0.00	0.00	0.00
400	Track Club - Boys	3,018.74	0.00	0.00	798.61	3,817.35
405	Track Club - Girls	3,018.73	0.00	0.00	798.61	3,817.34
410	Volleyball Club	3,693.59	0.00	0.00	0.00	3,693.59
420	Wrestling Club	3,600.65	0.00	0.00	103.80	3,704.45
B Totals:		48,478.92	14,252.00	12,361.83	5,623.94	55,993.03

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 03/01/2016 to 03/31/2016.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
C	Classes							
	500	Art		2,290.82	0.00	44.90	0.00	2,245.92
	505	Band		6,710.79	4,091.82	2,539.85	280.70	8,543.46
	506	Band Fees		1,350.00	1,877.87	1,995.00	0.00	1,232.87
	510	Choir		2,181.06	824.00	851.94	0.00	2,153.12
	515	Class of 2016		1,167.14	0.00	0.00	0.00	1,167.14
	520	Class of 2017		4,489.86	570.00	300.00	341.70	5,101.56
	525	Class of 2018		2,076.62	0.00	0.00	0.00	2,076.62
	530	Class of 2019		0.00	0.00	0.00	0.00	0.00
	550	Construction Tech		1,947.40	0.00	418.10	0.00	1,529.30
	570	Family Consumer Science		509.16	0.00	18.42	0.00	490.74
	580	Industry Tech		2,767.65	85.00	1,010.05	0.00	1,842.60
	590	Yearbook		22,919.64	2,085.00	0.00	660.52	25,665.16
		C Totals:		48,410.14	9,533.69	7,178.26	1,282.92	52,048.49
D	Activities							
	600	Activities		706.89	0.00	162.00	0.00	544.89
	640	Fall Play		1,479.33	0.00	0.00	304.70	1,784.03
	650	Mock Trial		-95.93	0.00	0.00	0.00	-95.93
	655	Musical		-1,605.62	6,108.00	2,505.18	0.00	1,997.20
	660	One-Act		1,390.71	0.00	0.00	0.00	1,390.71
	670	Speech		491.31	0.00	0.00	0.00	491.31
		D Totals:		2,366.69	6,108.00	2,667.18	304.70	6,112.21
E	Miscellaneous							
	700	Alumni		5,279.57	0.00	0.00	0.00	5,279.57
	705	Capital Improvement		2,146.00	0.00	0.00	0.00	2,146.00
	710	Concessions		15,186.81	5,752.12	5,417.42	-7,067.56	8,453.95
	715	D.C. Tour		880.00	240.00	0.00	0.00	1,120.00
	720	Faculty Courtesy Fund		735.68	0.00	0.00	0.00	735.68
	730	Fine Arts		1,323.95	0.00	0.00	0.00	1,323.95
	740	Guidance		372.80	0.00	0.00	0.00	372.80
	750	Library		468.28	300.00	0.00	0.00	768.28
	760	Principal		2,604.71	960.77	452.01	-144.00	2,969.47
	770	Textbook Fines		2,230.88	107.70	0.00	0.00	2,338.58
	780	College Access Grant		10,239.09	0.00	0.00	0.00	10,239.09
		E Totals:		41,467.77	7,360.59	5,869.43	-7,211.56	35,747.37
F	Dual Credits							
	803	Government		925.00	0.00	0.00	0.00	925.00
	805	Math		2,200.00	0.00	0.00	0.00	2,200.00
		F Totals:		3,125.00	0.00	0.00	0.00	3,125.00

Current Cash Balance

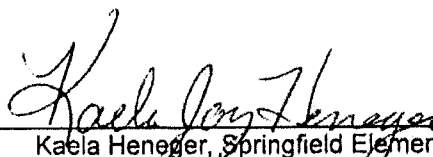
Sorted by Site ID, Group ID, Activity ID.
From 03/01/2016 to 03/31/2016.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
N	Non-Active Accounts							
	90001		AV - Graduation	0.00	0.00	0.00	0.00	0.00
	90002		Class of 2010	0.00	0.00	0.00	0.00	0.00
	90003		Class of 2011	0.00	0.00	0.00	0.00	0.00
	90004		Class of 2012	0.00	0.00	0.00	0.00	0.00
	90005		Class of 2013	0.00	0.00	0.00	0.00	0.00
	90006		Class of 2014	0.00	0.00	0.00	0.00	0.00
	90007		Class of 2015	0.00	0.00	0.00	0.00	0.00
	90060		General Fund	0.00	0.00	0.00	0.00	0.00
	90061		German	0.00	0.00	0.00	0.00	0.00
	90062		GovernmentTrip	0.00	0.00	0.00	0.00	0.00
	90063		Lit Mag	0.00	0.00	0.00	0.00	0.00
		N	Totals:	0.00	0.00	0.00	0.00	0.00
			SpringPI Totals:	205,287.54	42,193.35	35,516.39	0.00	211,964.50
			Report Totals:	205,287.54	42,193.35	35,516.39	0.00	211,964.50

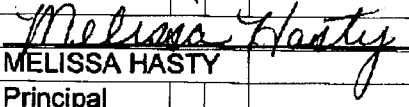
Springfield Elementary Activity Account
February 29, 2016 through March 31, 2016

Activity	Balance Last Report	Receipts	Expenditures	Transactions In-Out	Balance On Hand
Library	\$ 2,885.34	\$ 1,246.61	\$ 1,004.10	\$ -	\$ 3,127.85
Pop	\$ 618.32	\$ 71.00	\$ 15.96	\$ -	\$ 673.36
General	\$ 4,074.41	\$ 2,961.16	\$ 3,232.18	\$ -	\$ 3,803.39
Student Council	\$ 2,667.60	\$ -	\$ 136.28	\$ -	\$ 2,531.32
Walk - A - Thon	\$ 6,267.48	\$ -	\$ 55.00	\$ -	\$ 6,212.48
D.I.	\$ 1,049.65	\$ 236.00	\$ 178.15	\$ -	\$ 1,107.50
Total	\$ 17,562.80	\$ 4,514.77	\$ 4,621.67	\$ -	\$ 17,455.90

Previous Bank Balance	\$ 19,314.92
Deposits made this mon	\$ 4,514.77
Checks Paid this Month	\$ 3,670.55
New Bank Balance	\$ 20,159.14
Minus Outstanding Cks.	\$ 2,703.24
Plus Outstanding Depos	\$ -
Final Account Balance	\$ 17,455.90



Kaela Heneger, Springfield Elementary Principal
Submitted April 8, 2016

STATEMENT OF ACTIVITY FUND					
WESTMONT ELEMENTARY					
FOR THE PERIOD: Mar. 2016					
Activity	Balance Last Report	Receipts	Expenditures	Balance On Hand	
Library Fund	\$2,952.01	\$13.99	\$0.00	\$2,966.00	
General Fund	\$1,742.11	\$504.95	\$676.09	\$1,570.97	
Pop	\$509.24	\$94.50	\$109.11	\$494.63	
Student Council	\$315.89	\$0.00	\$19.40	\$296.49	
Destination Imag.	\$2,790.16	\$1,289.73	\$755.12	\$3,324.77	
Totals	\$8,309.41	\$1,903.17	\$1,559.72	\$8,652.86	
Previous Bank Balance	\$8,309.41				
Deposits Made This Month	\$1,903.17				
Checks Paid This Month	\$1,535.74				
New Bank Balance	\$8,676.84				
Minus Outstanding Checks	\$23.98				
Plus Outstanding Deposits	\$0.00				
Final Account Balance	\$8,652.86				
				 MELISSA HASTY Principal	

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			633.13
Checks and Payments	2	Items	-153.54
Deposits and Other Credits	0	Items	0.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			479.59

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			479.59
Checks and Payments	1	Item	-73.17
Deposits and Other Credits	0	Items	0.00
Register Balance as of 3/31/2016:			406.42
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			406.42

PEEC/WEEC MARCH 2016

PEEC-WEEC
4/7/2016

Uncleared Transaction Detail up to 3/31/2016

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
3/31/2016	684	Sandy Lee		Supplies		-73.17
Total Uncleared Checks and Payments				1 Item		-73.17
Uncleared Deposits and Other Credits						
Total Uncleared Deposits and Other Credits				0 Items		0.00
Total Uncleared Transactions				1 Item		-73.17

BILLS BY FUND FOR PAYMENT APRIL 11, 2016			
Payee	Account Code	Reason	Amount
Binary Net, LLC	1-01-1100-318	fs2goplatteviewActive	\$ 24.95
Educational Service #3	1-01-1100-318	A/V REPAIR	\$ 162.88
Father Flanagan's Boys' Home-	1-01-1100-318	MICS DROP SERVICE	\$ 855.00
Mahoney, Jeremy R	1-01-1100-670	REIMBR. MILEAGE	\$ 35.10
Staskiewicz, Frank	1-01-1100-670	REIMBR. MILEAGE	\$ 110.16
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 1,302.00
Quill Corp	1-01-1240-410	SUPPLIES	\$ 27.99
American Express	1-01-1240-670	MAR 2016 CREDIT CARD	\$ 127.91
Belsky, Anita C	1-01-1240-670	REIMBR. MILEAGE	\$ 273.24
CDWG	1-01-2130-410	PRINTER	\$ 196.51
Bauer, Susan A	1-01-2130-670	REIMBR. MILEAGE	\$ 12.10
Massman, Shanna	1-01-2130-670	REIMBR. MILEAGE	\$ 157.10
AMAZON	1-01-2210-410	SUPPLIES	\$ 12.89
American Express	1-01-2210-670	MAR 2016 CREDIT CARD	\$ 127.91
HyVee Food & Drug Store	1-01-2210-690	SUPPLIES	\$ 14.99
KSB School Law, PC LLO	1-01-2320-317	LEGAL SERVICE	\$ 2,755.00
Perry, Guthery, Haase & Gessford, P.C., L.L.O	1-01-2320-317	LEGAL SERVICE	\$ 1,110.00
Omaha World Herald	1-01-2320-350	BOE/LEGALS/EXPL SARPY CNTY	\$ 532.36
Omaha World Herald	1-01-2320-350	LEGALS/EMPLOYMENT	\$ 3,187.31
American Express	1-01-2320-670	MAR 2016 CREDIT CARD	\$ 255.82
Richards, Brett A	1-01-2320-670	REIMBR. MILEAGE	\$ 148.50
Canon Financial Services, Inc.	1-01-2510-318	COPIER LEASE	\$ 2,910.00
Culligan Us Filter	1-01-2510-318	SUPPLIES	\$ 25.00
One Source	1-01-2510-318	BACKGROUND CHECKS	\$ 560.00
Harris	1-01-2510-319	APTA FUND ANNUAL MAINT.	\$ 10,848.34
Krapp, Sheryl A	1-01-2510-341	REIMBR. POSTAGE	\$ 6.25
Totalfunds by Hasler	1-01-2510-341	POSTAGE	\$ 500.00
CenturyLink	1-01-2510-342	PHONE @ CO	\$ 305.85
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 422.54
MCI	1-01-2510-342	LONG DISTANCE	\$ 54.42
Verizon Wireless	1-01-2510-342	CELL PHONE	\$ 170.73
AMAZON	1-01-2510-410	SUPPLIES	\$ 153.18
Harris	1-01-2510-410	SUPPLIES	\$ 388.19
Quill Corp	1-01-2510-410	SUPPLIES	\$ 36.78
American Express	1-01-2520-336	MAR 2016 CREDIT CARD	\$ 305.85
Control Management Inc.	1-01-2620-318	BOILERS @ PHS	\$ 1,504.00
Great Plains Pest Services In	1-01-2620-318	PEST CONTROL	\$ 150.00
Johnson, Charles E	1-01-2620-318	WATER OPERATOR MAR & APR 2016	\$ 900.00
Papillion Sanitation	1-01-2620-318	SANITATION PICK UP	\$ 434.94
Water Engineering Incorporated	1-01-2620-318	WATER TESTING	\$ 3,632.34
Greater Omaha Refrigeration	1-01-2620-319	ICE CREAM MACHINE REPAIR @ PHS	\$ 556.90
Hayes Mechanical, LLC	1-01-2620-319	HEAT EXCHANGER BYPASS- BOILER @ PHS	\$ 2,979.73
Protex Central Inc	1-01-2620-319	FIRE ALARM @ PHS	\$ 245.00
Regan, Dan J	1-01-2620-319	LIGHTING DIMMER @ PHS	\$ 435.00
Egan Supply Company	1-01-2620-410	SUPPLIES	\$ 500.02
Grainger	1-01-2620-410	SUPPLIES	\$ 467.41
Home Depot/GECF	1-01-2620-410	SUPPLIES	\$ 159.79
Mann, Douglas L	1-01-2620-410	REIMBR. SUPPLIES	\$ 53.00
Mark's Plumbing Parts	1-01-2620-410	SUPPLIES	\$ 376.34
Quill Corp	1-01-2620-410	SUPPLIES	\$ 291.75
AMAZON	1-01-4100-410	SUPPLIES	\$ 264.99
Kids On The Move Inc	1-01-4404-318	SPED SERVICE	\$ 586.00
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 258.11
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 368.95
First Student	1-02-2750-318	ACTIVITY TRIPS- 2/21/16-3/26/16	\$ 8,718.68
First Student	1-02-2750-318	FUEL ESCALTOR	\$ 91.44
First Student	1-02-2750-318	REG. ROUTES	\$ 43,561.98
First Student	1-02-2750-318	RENTAL FACILITY	\$ (1,000.00)
First Student	1-02-2760-318	ADD. ROUTES NON-DIST. DAYS	\$ 473.90
First Student	1-02-2760-318	ROUTE EXTENTIONS	\$ 2,257.46

BILLS BY FUND FOR PAYMENT APRIL 11, 2016			
First Student	1-02-2760-318	SPED ROUTES	\$ 26,064.50
Samantha Eason	1-02-2760-332	PARENT MILEAGE	\$ 138.24
First Student	1-02-2790-318	LC HOURS	\$ 3,115.20
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 249.75
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 351.30
Quill Corp	1-10-1100-410	SUPPLIES	\$ 20.75
Madonna School	1-10-1230-318	SPED SERVICE	\$ 1,251.84
Evangelical Good Samaritan Society, The	1-10-1230-318	SPED SERVICE	\$ 5,915.00
Educational Service Unit #3 (SPED)	1-10-1290-318	SPED SERVICE- FEB 2016	\$ 7,219.30
Kids On The Move Inc	1-10-1290-318	SPED SERVICE	\$ 313.00
Dolezal, Susan K	1-10-1290-410	REIMBR. SUPPLIES	\$ 161.26
HyVee Food & Drug Store	1-10-1290-410	SUPPLIES	\$ 708.83
Lee, Sandra R	1-10-1290-410	REIMBR. SUPPLIES	\$ 86.27
Taher, Inc.	1-10-1290-410	SUPPLIES- PK	\$ 224.85
Taher, Inc.	1-10-1290-410	SUPPLIES= PK	\$ 136.45
Edwards, Elizabeth A	1-10-1290-670	REIMBR. MILEAGE	\$ 148.44
Educational Service #3	1-10-1310-630	QUIZ BOWL - V. MILLER	\$ 260.00
Culligan Us Filter	1-11-1100-318	SUPPLIES	\$ 141.00
AMAZON	1-11-1100-410	SUPPLIES	\$ 65.68
AccuPrint Laser Services Inc	1-11-1100-560	TONER	\$ 397.85
AccuPrint Laser Services Inc	1-11-1220-410	TONER	\$ 123.90
American Express	1-11-1220-410	MAR 2016 CREDIT CARD	\$ 39.00
World Book Inc.	1-11-2220-318	ONLINE WB EBOOKS	\$ 161.85
ASCD	1-11-2410-630	MEMBERSHIP- HENEGER	\$ 124.00
International Literacy Association	1-11-2410-630	MEMBERSHIP- HENEGER	\$ 139.00
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 886.63
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,371.17
City Of Springfield	1-11-2610-323	WATER & SEWER @ SP	\$ 146.70
Hillyard/Sioux Falls	1-11-2610-410	SUPPLIES	\$ 163.89
AccuPrint Laser Services Inc	1-12-1100-410	TONER	\$ 1,000.70
Hasty, Melissa D	1-12-1100-410	SUPPLIES	\$ 240.00
Oriental Trading Company, Inc.	1-12-1100-410	SUPPLIES	\$ 62.75
Educational Service #3	1-12-1100-460	AV REPAIR	\$ 49.99
World Book Inc.	1-12-2220-318	ONLINE WB EBOOKS	\$ 178.10
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 4,027.49
S I D #23	1-12-2610-323	WATER @ SEWER @ WM	\$ 60.85
Hillyard/Sioux Falls	1-12-2610-410	SUPPLIES	\$ 163.89
Quill Corp	1-20-1100-410	SUPPLIES	\$ 20.75
Educational Service Unit #3 (SPED)	1-20-1230-362	SPED SERVICE- FEB 2016	\$ 3,864.00
Goodwill Industries, Inc.	1-20-1230-362	SPED SERVICE	\$ 1,476.00
Educational Service #3	1-21-1100-630	QUIZ BOWL - TILLER	\$ 130.00
Culligan Us Filter	1-21-1100-690	SUPPLIES	\$ 97.50
World Book Inc.	1-21-2220-318	ONLINE WB EBOOKS	\$ 110.50
AMAZON	1-21-2230-530	SUPPLIES	\$ 511.67
Johnson, Darin L	1-21-2410-670	REIMBR. MILEAGE	\$ 151.74
Johnson, Darin L	1-21-2410-690	REIMBR. SUPPLIES	\$ 10.48
Hillyard/Sioux Falls	1-21-2610-410	SUPPLIES	\$ 163.90
American Express	1-22-1100-410	MAR 2016 CREDIT CARD	\$ 75.00
Gustafson, Christine M	1-22-1100-410	REIMBR. SUPPLIES	\$ 83.81
Home Depot/GECF	1-22-1100-410	SUPPLIES	\$ 932.27
HyVee Food & Drug Store	1-22-1100-410	SUPPLIES	\$ 230.73
Lowe's	1-22-1100-410	SUPPLIES	\$ 386.12
Matheson Tri-Gas, Inc.	1-22-1100-410	SUPPLIES	\$ 534.23
Pedeliski, Nicole	1-22-1100-410	REIMBR. SUPPLIES	\$ 64.29
CDWG	1-22-1100-560	PROJECTOR	\$ 521.72
Comfort Suites	1-22-1100-670	ROOMS- J. LAYHER	\$ 474.00
World Book Inc.	1-22-2220-318	ONLINE WB EBOOKS	\$ 244.40
Barnes & Noble, Inc.	1-22-2220-430	LIBRARY BOOKS	\$ 365.81
AccuPrint Laser Services Inc	1-22-2230-318	REPAIR	\$ 119.85
CDWG	1-22-2230-450	PRINTER	\$ 196.51
American Express	1-22-2410-410	MAR 2016 CREDIT CARD	\$ 74.95
Pioneer Publishing Co	1-22-2410-410	SUPPLIES	\$ 122.26

BILLS BY FUND FOR PAYMENT APRIL 11, 2016			
American Express	1-22-2410-670	MAR 2016 CREDIT CARD	\$ 511.64
Simpson, Angela M	1-22-2410-670	REIMBR. MILEAGE	\$ 524.13
HyVee Food & Drug Store	1-22-2410-690	SUPPLIES	\$ 100.55
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 1,997.51
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 14,797.09
Hillyard/Sioux Falls	1-22-2610-410	SUPPLIES	\$ 327.80
			\$ 183,515.21
SERVICE FUND			
Payee	Account Code	Reason	Amount
Taher, Inc.	2-23-6000-318	OPERATING EXP. - FEBR. 2016	\$ 41,947.80
NE Food Distribution	2-23-6000-410	CREDIT MEMO	\$ (107.48)
NE Food Distribution	2-23-6000-410	SUPPLIES	\$ 1,944.05
			\$ 43,784.37
STUDENT FUND			
Payee	Account Code	Reason	Amount
DLR Group	3-06-2515-000	SPCS- WM ELEM. REM	\$ 8,314.64
			\$ 8,314.64
FOOD SERVICE FUND			
Payee	Account Code	Reason	Amount
Theatrical Media Services, Inc.	6-00-0006-000	CONTROL SYSTEM @ PHS	\$ 17,462.00
			\$ 17,462.00
ACTIVITY			
Payee	Account Code	Reason	Amount
DLR Group	8-06-2515-000	SPCS- WM ELEM. REM	\$ 47,116.31
			\$ 47,116.31
			\$ 300,192.53



Prepared For
BRETT RICHARDS
SO SARPY SCHOOL 46

Account Number
XXXX-XXXXX7-21006

Closing Date
03/23/16

Page 3 of 3

Activity Continued

Card Number	XXXX-XXXXX7-22020	Reference Code	Amount \$
02/26/16	WOODWIND 800-348-5003 CA REF# 27578410000 MUSIC INSTR 02/26/16	27578410000 <i>SP SPED 1-11-220-410</i>	39.00
03/08/16	B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026068 402-253-8004 03/07/16	85544026068	52.10
03/08/16	B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026068 402-253-8004 03/07/16	85544026068	94.92
03/13/16	B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026073 402-253-8004 03/11/16	85544026073	37.39
03/15/16	LIGHTHOUSE PRINTING 7632018988 MN REF# 03389104 PUBLISHING/PRINT 03/15/16 MISC. PUBLISHING AN ROC NUMBER 03389104	03389104000 <i>PHS 1-22-2410-410</i>	74.95
03/16/16	B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026076 402-253-8004 03/15/16	85544026076	43.48
03/17/16	QUALITY INN 277731 KEARNEY NE 024640354 449086691 - Guest68845 03/16/16 Guest Stay Invoice:246403541 ROC NUMBER 0246403541	02484035410 <i>Brett 1-01-2320-670</i>	255.82
03/17/16	QUALITY INN 277731 KEARNEY NE 024640354 449086690 - Guest68845 03/16/16 Guest Stay Invoice:246403542 ROC NUMBER 0246403542	02484035420 <i>PHS Booking.com 1-22-2410-670 non-refundable</i>	255.82
03/17/16	QUALITY INN 277731 KEARNEY NE 024640354 449086693 - Guest68845 03/16/16 Guest Stay Invoice:246403544 ROC NUMBER 0246403544	02484035440 <i>PHS rooms for Admin 1-22-2410-670 Days - July 27-28</i>	255.82
03/17/16	QUALITY INN 277731 KEARNEY NE 024640354 449086692 - Guest68845 03/16/16 Guest Stay Invoice:246403546 ROC NUMBER 0246403546	02484035480 <i>1-01-2210-670 - Holli 1-01-2410-670 - Anita</i>	255.82
03/22/16	B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026082 402-253-8004 03/21/16	85544026082	52.05
03/23/16	B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026083 402-253-8004 03/22/16	85544026083	25.91
03/23/16	NULU LANGUAGES SAN DIEGO CA REF# 1_CH_88V6DX 8003764049 03/23/16	<i>PHS 1-22-1100-410</i>	75.00

Total for BRETT A. RICHARDS

New Charges/Other Debits
 Payments/Other Credits

1,518.08
 0.00

Fuel = \$305.85 1-01-2520-336

009840 3/3

1448



Houghton Mifflin Harcourt

Cost Proposal

Prepared For

Springfield Platview Community Sd

14801 S 108th St
Springfield NE 68059

Attention:

Holli Kirwan

hkirwan@springfieldplatteview.org

For the Purchase of:

Journeys Reading Grades K-6 2017 copyright

Prepared By

Mason Schroth

mason.schroth@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Cost Proposal

Houghton Mifflin Harcourt

Attention:

Holli Kirwan

hkirwan@springfieldplatteview.org

HMH Confidential and Proprietary

Customer Service

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hnhpub.com

Springfield Platview Community Sd Journeys Reading Grades K-6 2017 copyright

ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade K					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1632139	9780544738119 Journeys Student Resource package (print w/7yr Digital) Grade K	\$123.05	80	\$9,844.00	
<i>Package includes:</i> Student Edition Set Grade K Interactive Digital Student Resources 7-Year Grade K Student Edition eText ePub Download 7-Year Grade K Downloadable Student Resource Tool Grade K Reader's Notebook Consumable 7-Year Print Subscription Grade K Writing Handbook Student 7-Year Print Subscription Grade K Reading Practice and Assessment App Grade K					
1632211	9780544740600 Journeys Teacher Resource package (print w/7yr Digital) Grade K	\$1,000.15	4	\$4,000.60	
<i>Package includes:</i> Teacher Edition Collection Grade K Interactive Digital Teacher Resources 7-Year Grade K Quick Start Pacing Guide Grade K Teacher's Edition eText ePub Download 7-Year Grade K Downloadable Teacher Resource Tool Grade K A Journey From A to Z Big Book Grade K A Journey In Songs and Rhymes Big Book Grade K Big Book Set Grade K Little Big Book Set Grade K Reader Aloud Set of 30 Grade K Alpha Friends Card Set Grade K Instructional Card Kit Grade K Language Support Cards Grade K Long Vowel Sound Spelling Cards Grade K Sound-Spelling Cards Grade K Grab and Go Complete Set Grade K Instructional Flip Chart Set Grade K ELA Exemplar Instructional & Performance Assessment Resource Grades K-1 Intervention Assessments Grades K-6 Intervention Teacher Resources Grade K Language and Literacy Guide Grade K Benchmark and Unit Tests Consumable BLM Grade K Benchmark and Unit Tests Teacher's Edition Grade K Reader's Notebook Teacher's Guide Grade K Writing Handbook Teacher's Guide and Answer Key - Grade K ELL Handbook Grades K-6 ELL Newcomer Teacher's Guide Grades K-6 Standards-Based Assessment Resource Grade K eText Leveled Reader, Grade Level Set Grade K Vocabulary in Context Cards eTextbook ePub 7-Year Grade K					
Total for Journeys Reading				\$13,844.60	
Journeys Decoding Power					
1620235	9780544636583 Journeys Decoding Power: Intensive Reading Instruction System K	\$275.95			1
Total for Journeys Decoding Power					
Leveled Readers					
1510792	9780547903460 Journeys Strand Set of 6 Above-Level Grade K	\$1,029.60			4



Houghton Mifflin Harcourt

Attention:
 Holli Kirwan
 hkirwan@springfieldplatteview.org

Customer Service
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hnhpub.com

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Springfield Platview Community Sd Journeys Reading Grades K-6 2017 copyright

ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade K					
1510941	9780547903767 Journeys Strand Set of 6 On-Level Grade K	\$1,029.60			4
1510935	9780547903705 Journeys Strand Set of 6 Below-Level Grade K	\$1,029.60			4
1510947	9780547903842 Journeys ELL Strand Set of 6 Grade K	\$1,029.60			4
1510953	9780547903927 Journeys Vocab Reader Strand Set 6 Grade K	\$1,029.60			4
Total for Leveled Readers					
Additional Support Materials					
1618604	9780544620339 Journeys Online Interactive Digital Teacher Resources 7-Year Grade K	\$184.65	2	\$369.30	
Total for Additional Support Materials					
				\$369.30	
Total for Grade K				\$14,213.90	



Cost Proposal

Houghton Mifflin Harcourt

Attention:
Holly Kirwan
hkirwan@springfieldplatteview.org

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Customer Service
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhpub.com

Springfield Platview Community Sd Journeys Reading Grades K-6 2017 copyright

ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 1					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1632140	9780544738126 Journeys Student Resource package (print w/7yr Digital) Grade 1	\$174.00	80	\$13,920.00	
<i>Package includes:</i> Student Edition Set Grade 1 Interactive Digital Student Resources 7-Year Grade 1 Student Edition eText ePub Download 7-Year Grade 1 Downloadable Student Resource Tool Grade 1 Trade Book Unit 2 Grade 1 Trade Book Unit 4 Grade 1 Trade Book Unit 6 Grade 1 Reader's Notebook Consumable 7-Year Print Subscription Grade 1 Writing Handbook Student 7-Year Print Subscription Grade 1 Reading Practice and Assessment App Grade 1 Close Reader 7-Year Print Subscription Grade 1					
1632212	9780544740617 Journeys Teacher Resource package (print w/7yr Digital) Grade 1	\$650.95	4	\$2,603.80	
<i>Package includes:</i> Teacher Edition Collection Grade 1 Interactive Digital Teacher Resources 7-Year Grade 1 Quick Start Pacing Guide Grade 1 Teacher's Edition eText ePub Download 7-Year Grade 1 Downloadable Teacher Resource Tool Grade 1 Back to School Big Books (Gr. 1 - 2 Volumes; Titles - Back to School and Jack's Talent) Big Book Set Grade 1 Blend It Books (Decodables) (2 volumes) Grade 1 Decodable Reader (Set of 6) Grade 1 (2) Grab and Go Complete Set Grade 1 ELA Exemplar Instructional & Performance Assessment Resource Grades K-1 Intervention Assessments Grades K-6 Standards-Based Assessment Resource Grade 1 Cold Reads Grade 1 ELL Handbook Grades K-6 ELL Newcomer Teacher's Guide Grades K-6 Instructional Card Kit Grade 1 Language Support Cards Grade 1 Sound-Spelling Cards Grade 1 Literacy and Language Guide Grade 1 Benchmark and Unit Tests Consumable BLM Grade 1 Benchmark and Unit Tests Teacher's Edition Grade 1 Reader's Notebook Teacher's Guide Grade 1 Close Reader Teacher Guide Grade 1 Writing Handbook Teacher's Guide and Answer Key - Grade 1 Write-in Reader 6-Pack Grade 1 (2) eText Leveled Reader, Grade Level Set Grade 1 Vocabulary in Context Cards eTextbook ePub 7-Year Grade 1					
Total for Journeys Reading				\$16,523.80	
Journeys Decoding Power					
1620236	9780544636590 Journeys Decoding Power: Intensive Reading Instruction System 1	\$275.95			1
Total for Journeys Decoding Power					
Leveled Readers					



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ISBN	Title	Sale Price	Purchase		Complimentary Quantity
			Quantity	Amount	
Grade 1					
1510796	9780547903484 Journeys Strand Set of 6 Above-Level Grade 1	\$1,029.60			4
1510942	9780547903774 Journeys Strand Set of 6 On-Level Grade 1	\$1,029.60			4
1510936	9780547903712 Journeys Strand Set of 6 Below-Level Grade 1	\$1,029.60			4
1510948	9780547903859 Journeys ELL Strand Set of 6 Grade 1	\$1,029.60			4
1510954	9780547903934 Journeys Vocab Reader Strand Set 6 Grade 1	\$1,029.60			4
Total for Leveled Readers					
Additional Support Materials					
1618605	9780544620346 Journeys Online Interactive Digital Teacher Resources 7-Year Grade 1	\$184.65	2	\$369.30	
Total for Additional Support Materials					
				\$369.30	
Total for Grade 1				\$16,893.10	



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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 2					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1632141	9780544738133 Journeys Student Resource package (print w/7yr Digital) Grade 2	\$97.75	80	\$7,820.00	
<i>Package includes:</i> Student Edition, Volume 1 Grade 2 Student Edition, Volume 2 Grade 2 Interactive Digital Student Resources 7-Year Grade 2 Student Edition eText ePub Download 7-Year Grade 2 Downloadable Student Resource Tool Grade 2 Trade Book Unit 2 Grade 2 Trade Book Unit 4 Grade 2 Trade Book Unit 6 Grade 2 Reader's Notebook Consumable 7-Year Print Subscription Grade 2 Writing Handbook Student 7-Year Print Subscription Grade 2 Reading Practice and Assessment App Grade 2 Close Reader 7-Year Print Subscription Grade 2					
1632213	9780544740624 Journeys Teacher Resource package (print w/7yr Digital) Grade 2	\$650.95	4	\$2,603.80	
<i>Package includes:</i> Teacher Edition Collection Grade 2 Interactive Digital Teacher Resources 7-Year Grade 2 Quick Start Pacing Guide Grade 2 Teacher's Edition eText ePub Download 7-Year Grade 2 Downloadable Teacher Resource Tool Grade 2 Blend It Books (Decodables) (2 volumes) Grade 2 Decodable Reader (Set of 6) Grade 2 (2) Grab and Go Complete Set Grade 2 ELA Exemplar Instructional & Performance Assessment Resource Grades 2-3 Intervention Assessments Grades K-6 Standards-Based Assessment Resource Grade 2 Cold Reads Grade 2 ELL Handbook Grades K-6 ELL Newcomer Teacher's Guide Grades K-6 Instructional Card Kit Grade 2 Language Support Cards Grade 2 Sound-Spelling Cards Grade 2 Literacy and Language Guide Grade 2 Benchmark and Unit Tests Consumable BLM Grade 2 Benchmark and Unit Tests Teacher's Edition Grade 2 Reader's Notebook Teacher's Guide Grade 2 Close Reader Teacher Guide Grade 2 Writing Handbook Teacher's Guide and Answer Key - Grade 2 Write-in Reader 6-Pack Grade 2 (2) eText Leveled Reader, Grade Level Set Grade 2 Vocabulary in Context Cards eTextbook ePub 7-Year Grade 2					
Total for Journeys Reading				\$10,423.80	
Journeys Decoding Power					
1620237	9780544636606 Journeys Decoding Power: Intensive Reading Instruction System 2	\$275.95			1
Total for Journeys Decoding Power					
Leveled Readers					



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ISBN	Title	Sale Price	Purchase		Complimentary Quantity
			Quantity	Amount	
Grade 2					
1510801	9780547903910 Journeys Strand Set of 6 Above-Level Grade 2	\$1,029.60			4
1510943	9780547903798 Journeys Strand Set of 6 On-Level Grade 2	\$1,029.60			4
1510937	9780547903729 Journeys Strand Set of 6 Below-Level Grade 2	\$1,029.60			4
1510949	9780547903866 Journeys ELL Strand Set of 6 Grade 2	\$1,029.60			4
1510955	9780547903941 Journeys Vocab Reader Strand Set 6 Grade 2	\$1,029.60			4
Total for Leveled Readers					
Additional Support Materials					
1618606	9780544620353 Journeys Online Interactive Digital Teacher Resources 7-Year Grade 2	\$184.65	2	\$369.30	
Total for Additional Support Materials					
				\$369.30	
Total for Grade 2				\$10,793.10	



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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 3					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1632142	9780544738140 Journeys Student Resource package (print w/7yr Digital) Grade 3	\$105.10	80	\$8,408.00	
<i>Package includes:</i>					
<i>Student Edition, Volume 1 Grade 3</i>					
<i>Student Edition, Volume 2 Grade 3</i>					
<i>Interactive Digital Student Resources 7-Year Grade 3</i>					
<i>Student Edition eText ePub Download 7-Year Grade 3</i>					
<i>Downloadable Student Resource Tool Grade 3</i>					
<i>Reading Adventures Student Edition Magazine Grade 3</i>					
<i>Trade Book Unit 2 Grade 3</i>					
<i>Trade Book Unit 4 Grade 3</i>					
<i>Trade Book Unit 6 Grade 3</i>					
<i>Reader's Notebook Consumable 7-Year Print Subscription Grade 3</i>					
<i>Performance Assessment Student Edition 7-Year Print Subscription Grade 3</i>					
<i>Writing Handbook Student 7-Year Print Subscription Grade 3</i>					
<i>Reading Practice and Assessment App Grade 3</i>					
<i>Close Reader 7-Year Print Subscription Grade 3</i>					
1632214	9780544740631 Journeys Teacher Resource package (print w/7yr Digital) Grade 3	\$650.95	4	\$2,603.80	
<i>Package includes:</i>					
<i>Teacher Edition Collection Grade 3</i>					
<i>Interactive Digital Teacher Resources 7-Year Grade 3</i>					
<i>Quick Start Pacing Guide Grade 3</i>					
<i>Teacher's Edition eText ePub Download 7-Year Grade 3</i>					
<i>Downloadable Teacher Resource Tool Grade 3</i>					
<i>Grab and Go Complete Set Grade 3</i>					
<i>ELA Exemplar Instructional & Performance Assessment Resource Grades 2-3</i>					
<i>Intervention Assessments Grades K-6</i>					
<i>Standards-Based Assessment Resource Grade 3</i>					
<i>ELL Handbook Grades K-6</i>					
<i>ELL Newcomer Teacher's Guide Grades K-6</i>					
<i>Cold Reads Grade 3</i>					
<i>Instructional Card Kit Grade 3</i>					
<i>Language Support Cards Grade 3</i>					
<i>Sound-Spelling Cards Grade 3</i>					
<i>Literacy and Language Guide Grade 3</i>					
<i>Benchmark and Unit Tests Consumable BLM Grade 3</i>					
<i>Benchmark and Unit Tests Teacher's Edition Grade 3</i>					
<i>Reader's Notebook Teacher's Guide Grade 3</i>					
<i>Close Reader Teacher Guide Grade 3</i>					
<i>Writing Handbook Teacher's Guide and Answer Key - Grade 3</i>					
<i>Performance Task Assessment Teacher Edition Grade 3</i>					
<i>Write-in Reader 6-Pack Grade 3 (2)</i>					
<i>eText Leveled Reader, Grade Level Set Grade 3</i>					
<i>Vocabulary in Context Cards eTextbook ePub 7-Year Grade 3</i>					
Total for Journeys Reading				\$11,011.80	
Journeys Decoding Power					
1620238	9780544636613 Journeys Decoding Power: Intensive Reading Instruction System 3	\$275.95			1
Total for Journeys Decoding Power					
Leveled Readers					



Attention:
Holly Kirwan
hkirwan@springfieldplatteview.org

Customer Service
9205 South Park Center Loop
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ISBN	Title	Sale Price	Purchase		Complimentary Quantity
			Quantity	Amount	
Grade 3					
1510802	9780547903668 Journeys Strand Set of 6 Above-Level Grade 3	\$858.00			4
1510944	9780547903804 Journeys Strand Set of 6 On-Level Grade 3	\$858.00			4
1510938	9780547903736 Journeys Strand Set of 6 Below-Level Grade 3	\$858.00			4
1510950	9780547903880 Journeys ELL Strand Set of 6 Grade 3	\$858.00			4
1510956	9780547903958 Journeys Vocab Reader Strand Set 6 Grade 3	\$858.00			4
Total for Leveled Readers					
Additional Support Materials					
1618607	9780544620360 Journeys Online Interactive Digital Teacher Resources 7-Year Grade 3	\$184.65	2	\$369.30	
Total for Additional Support Materials					
				\$369.30	
Total for Grade 3				\$11,381.10	



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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 4					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1632143	9780544738157 Journeys Student Resource package (print w/7yr Digital) Grade 4	\$70.30	80	\$5,624.00	
<i>Package includes:</i> Student Edition Grade 4 Interactive Digital Student Resources 7-Year Grade 4 Student Edition eText ePub Download 7-Year Grade 4 Downloadable Student Resource Tool Grade 4 Reading Adventures Student Edition Magazine Grade 4 Trade Book Unit 2 Grade 4 Trade Book Unit 4 Grade 4 Trade Book Unit 6 Grade 4 Reader's Notebook Consumable 7-Year Print Subscription Grade 4 Performance Assessment Student Edition 7-Year Print Subscription Grade 4 Writing Handbook Student 7-Year Print Subscription Grade 4 Reading Practice and Assessment App Grade 4 Close Reader 7-Year Print Subscription Grade 4					
1632215	9780544740648 Journeys Teacher Resource package (print w/7yr Digital) Grade 4	\$650.95	4	\$2,603.80	
<i>Package includes:</i> Teacher Edition Collection Grade 4 Interactive Digital Teacher Resources 7-Year Grade 4 Quick Start Pacing Guide Grade 4 Teacher's Edition eText ePub Download 7-Year Grade 4 Downloadable Teacher Resource Tool Grade 4 Grab and Go Complete Set Grade 4 ELA Exemplar Instructional & Performance Assessment Resource Grades 4-5 Intervention Assessments Grades K-6 Standards-Based Assessment Resource Grade 4 ELL Handbook Grades K-6 ELL Newcomer Teacher's Guide Grades K-6 Cold Reads Grade 4 Instructional Card Kit Grade 4 Literacy and Language Guide Grade 4 Benchmark and Unit Tests Consumable BLM Grade 4 Benchmark and Unit Tests Teacher's Edition Grade 4 Reader's Notebook Teacher's Guide Grade 4 Close Reader Teacher Guide Grade 4 Writing Handbook Teacher's Guide and Answer Key - Grade 4 Performance Task Assessment Teacher Edition Grade 4 Write-in Reader 6-Pack Grade 4 (2) eText Leveled Reader, Grade Level Set Grade 4 Vocabulary in Context Cards eTextbook ePub 7-Year Grade 4					
Total for Journeys Reading				\$8,227.80	
Journeys Decoding Power					
1620239	9780544636620 Journeys Decoding Power: Intensive Reading Instruction System 4-6	\$275.95			1
Total for Journeys Decoding Power					
Leveled Readers					
1510933	9780547903682 Journeys Strand Set of 6 Above-Level Grade 4	\$858.00			4
1510945	9780547903828 Journeys Strand Set of 6 On-Level Grade 4	\$858.00			4



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ISBN	Title	Sale Price	Purchase		Complimentary Quantity
			Quantity	Amount	
Grade 4					
1510939	9780547903743 Journeys Strand Set of 6 Below-Level Grade 4	\$858.00			4
1510951	9780547903897 Journeys ELL Strand Set of 6 Grade 4	\$858.00			4
1510957	9780547903965 Journeys Vocab Reader Strand Set 6 Grade 4	\$858.00			4
Total for Leveled Readers					
Additional Support Materials					
1618608	9780544620377 Journeys Online Interactive Digital Teacher Resources 7-Year Grade 4	\$184.65	2	\$369.30	
Total for Additional Support Materials					
				\$369.30	
Total for Grade 4					\$8,597.10



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Hollie Kirwan
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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 5					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1632144	9780544738164 Journeys Student Resource package (print w/7yr Digital) Grade 5	\$70.30	80	\$5,624.00	
<i>Package includes:</i> Student Edition Grade 5 Interactive Digital Student Resources 7-Year Grade 5 Student Edition eText ePub Download 7-Year Grade 5 Downloadable Student Resource Tool Grade 5 Reading Adventures Student Edition Magazine Grade 5 Trade Book Unit 2 Grade 5 Trade Book Unit 4 Grade 5 Trade Book Unit 6 Above Level Grade 5 Reader's Notebook Consumable 7-Year Print Subscription Grade 5 Performance Assessment Student Edition 7-Year Print Subscription Grade 5 Writing Handbook Student 7-Year Print Subscription Grade 5 Reading Practice and Assessment App Grade 5 Close Reader 7-Year Print Subscription Grade 5					
1632216	9780544740655 Journeys Teacher Resource package (print w/7yr Digital) Grade 5	\$650.95	4	\$2,603.80	
<i>Package includes:</i> Teacher Edition Collection Grade 5 Interactive Digital Teacher Resources 7-Year Grade 5 Quick Start Pacing Guide Grade 5 Teacher's Edition eText ePub Download 7-Year Grade 5 Downloadable Teacher Resource Tool Grade 5 Grab and Go Complete Set Grade 5 ELA Exemplar Instructional & Performance Assessment Resource Grades 4-5 Intervention Assessments Grades K-6 Standards-Based Assessment Resource Grade 5 ELL Handbook Grades K-6 ELL Newcomer Teacher's Guide Grades K-6 Cold Reads Grade 5 Instructional Card Kit Grade 5 Literacy and Language Guide Grade 5 Benchmark and Unit Tests Consumable BLM Grade 5 Benchmark and Unit Tests Teacher's Edition Grade 5 Reader's Notebook Teacher's Guide Grade 5 Close Reader Teacher Guide Grade 5 Writing Handbook Teacher's Guide and Answer Key - Grade 5 Performance Task Assessment Teacher Edition Grade 5 Write-in Reader 6-Pack Grade 5 (2) eText Leveled Reader, Grade Level Set Grade 5 Vocabulary in Context Cards eTextbook ePub 7-Year Grade 5					
Total for Journeys Reading				\$8,227.80	
Journeys Decoding Power					
1620239	9780544636620 Journeys Decoding Power: Intensive Reading Instruction System 4-6	\$275.95			1
Total for Journeys Decoding Power					
Leveled Readers					
1510934	9780547903699 Journeys Strand Set of 6 Above-Level Grade 5	\$858.00			4
1510946	9780547903835 Journeys Strand Set of 6 On-Level Grade 5	\$858.00			4



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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 5					
1510940	9780547903750 Journeys Strand Set of 6 Below-Level Grade 5	\$858.00			4
1510952	9780547903903 Journeys ELL Strand Set of 6 Grade 5	\$858.00			4
1510958	9780547903972 Journeys Vocab Reader Strand Set 6 Grade 5	\$858.00			4
Total for Leveled Readers					
Additional Support Materials					
1618609	9780544620384 Journeys Online Interactive Digital Teacher Resources 7-Year Grade 5	\$184.65	2	\$369.30	
Total for Additional Support Materials					
				\$369.30	
Total for Grade 5				\$8,597.10	



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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 6					
Journeys Reading					
Student Resource Package / Teacher Resource Package					
1646884	9780544847767 Journeys Student Resource package (print w/7yr Digital) Grade 6	\$70.30	80	\$5,624.00	
<i>Package Includes:</i> Student Edition Grade 6 Reading Adventures Student Edition Magazine Grade 6 Trade Book Unit 2 Grade 6 Trade Book Unit 4 Grade 6 Trade Book Unit 6 On Level Grade 6 Interactive Digital Student Resources 7 Year Grade 6 Student Edition eText ePub Download 7-Year Grade 6 Downloadable Student Resource Tool Grade 6 Reading Practice and Assessment App Grade 6 Reading Adventures Student Edition Magazine eText ePub Download 7-Year Grade 6 Reader's Notebook Consumable Collection 7-Year Print Subscription Grade 6 Performance Task Assessment Student Edition 7-Year Print Subscription Grade 6 Writing Handbook Student 7-Year Print Subscription Grade 6 Close Reader 7-Year Print Subscription Grade 6					
1646890	9780544848139 Journeys Teacher Resource package (print w/7yr Digital) Grade 6	\$650.95	4	\$2,603.80	
<i>Package Includes:</i> Teacher Edition Collection Grade 6 Interactive Digital Teacher Resources 7-Year Grade 6 Quick Start Pacing Guide Grade 6 Teacher's Edition eText ePub Download 7-Year Grade 6 Downloadable Teacher Resource Tool Grade 6 Grab and Go Complete Set Grade 6 ELA Exemplar Instructional & Performance Assessment Resource Grades 6-8 Intervention Assessments Grades K-6 Standards-Based Assessment Resource Grade 6 ELL Handbook Grades K-6 ELL Newcomer Teacher's Guide Grades K-6 Cold Reads Grade 6 Instructional Card Kit Grade 6 Literacy and Language Guide Grade 6 Benchmark and Unit Tests Consumable BLM Grade 6 Benchmark and Unit Tests Teacher's Edition Grade 6 Reader's Notebook Teacher's Guide Grade 6 Close Reader Teacher Guide Grade 6 Writing Handbook Teacher's Guide and Answer Key - Grade 6 Performance Task Assessment Teacher Edition Grade 6 Write-in Reader 6-Pack Grade 6 (2) eText Leveled Reader, Grade Level Set Grade 6 Vocabulary in Context Cards eTextbook ePub 7-Year Grade 6					
Total for Journeys Reading				\$8,227.80	
Additional Support Materials					
1648408	9780544863033 Journeys Online Interactive Digital Teacher Resources 7-Year Grade 6	\$184.65	2	\$369.30	
Total for Additional Support Materials				\$369.30	
Journeys Decoding Power					
1620239	9780544636620 Journeys Decoding Power: Intensive Reading Instruction System 4-6	\$275.95			1



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 Holli Kirwan
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ISBN	Title	Sale Price	Purchase Quantity	Purchase Amount	Complimentary Quantity
Grade 6					
<i>Total for Journeys Decoding Power</i>					
Leveled Readers					
1511240	9780547906140 Journeys Strand Set of 6 Below-Level Grade 6	\$858.00			4
1511241	9780547905341 Journeys Strand Set of 6 Above-Level Grade 6	\$858.00			4
1511242	9780547905242 Journeys Strand Set of 6 On-Level Grade 6	\$858.00			4
1511243	9780547905143 Journeys ELL Strand Set of 6 Grade 6	\$858.00			4
1511244	9780547905044 Journeys Vocab Level Strand Set of 6 Grade 6	\$858.00			4
<i>Total for Leveled Readers</i>					
Total for Grade 6				\$8,597.10	



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ISBN	Title	Sale Price	Purchase		Complimentary Quantity
			Quantity	Amount	
Professional Development					
1641896	9780544812987 Journeys 2017 - 1 Day - Teacher Training	\$2,950.00	1	\$2,950.00	
1641896	9780544812987 Journeys 2017 - 1 Day - Teacher Training	\$2,950.00	1	\$2,950.00	
Total for Professional Development				\$5,900.00	

Proposal Summary

<i>Subtotal Purchase Amount:</i>	\$84,972.50
<i>Shipping & Handling (3.00%):</i>	\$2,294.62
Total Cost of Proposal (PO Amount):	\$87,267.12



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Total Cost of Proposal (PO Amount): \$ 87,267.12

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Date of Proposal: 3/9/2016

Proposal Expiration Date:6/30/2016



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Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 10th day of March in the year 2016
(In words, indicate day, month and year.)

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

Springfield Platteview Community Schools
14801 S. 108th Street
Springfield, NE 68059
(402) 592-1300

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

Prairie Construction Company
13316 B Street
Omaha, NE 68144
(402) 330-8522

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

Springfield Platteview Community Schools
Westmont Elementary School
13210 Glenn Street
Omaha, NE 68138
See Project Manual; Addendum Nos. 1, 2, and 3; Alternative Nos. CC-1, CC-2, and CC-3; and all other bid documents and submissions.

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

DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106
(402) 393-4100

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

(1647539020)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
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7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner to the Contractor in writing, which shall be issued no less than ten (10) days prior to the date of commencement.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of Commencement: March 29, 2016

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Date of Substantial Completion: August 4, 2016; Date of Final Completion: October 3, 2016

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth below in this Paragraph 3.4.

§ 3.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work: \$500.00 per day.

§ 3.4.2 The Owner may deduct liquidated damages described in Subparagraph 3.4.1 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill Rate or the highest lawful rate of interest payable by the Contractor.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Four Hundred Twenty-seven Thousand Four Hundred Dollars and Zero Cents (\$ 3,427,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate Nos. CC-1 (Add Lockers), CC-2 (Additional Casework), and CC-3 (add Acoustical Wall Panels and Baffles

§ 4.3 Unit prices, if any:

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

Item

Units and Limitations

Price Per Unit (\$0.00)

Init.

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

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

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment, including all supporting documentation submitted to the Owner and the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 23rd day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 18th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum 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 Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- .1 A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.
- .2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 5.1.5.
- .3 Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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User Notes:

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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %); provided that, if the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %); provided that, if the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Except as hereinafter provided, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (I) any of the Owner’s rights to retainage in connection with other payments to the Contractor of (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2007, as amended.

§ 6.2

(Paragraphs deleted)

[Intentionally omitted].

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:

(Name, address and other information)

Brett Richards, Superintendent
Springfield Platteview Community Schools
14801 South 108th Street
Springfield, NE 68059
(402) 592-1300
brichards@springfieldplatteview.org

§ 8.4 The Contractor's representative:

(Name, address and other information)

Mike DeNaeyer, Vice President
Prairie Construction Company
13316 B Street
Omaha, NE 68144
(402) 330-8522
mike@prairie-construction.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The Contractor represents and warrants the following to the Owner (in addition to any other representations

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User Notes:

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and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

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

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

§ 8.6.3 The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all Subcontractors, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 8.6.4 The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and

maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

§ 8.6.5 The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 8.6.6 The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 8.6.7 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

§ 8.6.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 8.6.9 The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as amended.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See the Project Manual -ATTACHED as Exhibit 1

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

Init.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Drawings ATTACHED as Exhibit 2

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

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
No. 1	2/18/16	
No. 2	2/24/16	
No. 3	2/29/16	

Portions of Addenda relating to bidding requirements are part of the Contract Documents.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 and in accordance with the requirements below.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

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§10.1.1 Schedule of Contractor's Insurance

Policy	Coverage	Limit
Worker's Compensation and Employer's Liability	Protection of Contractor's Employees	Statutory limits required by law. Employer's Liability of: \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability	Comprehensive GL insurance provided by standard form including products and completed operations, contractual liability, and bodily injury and property damage caused by explosion, underground, and collapse hazards.	\$1,000,000 per person/single occurrence \$5,000,000 for all claims arising out of a single occurrence
Commercial Automobile Liability	Covering owned, non-owned and hired vehicles.	\$1,000,000 per person/single occurrence \$5,000,000 for all claims arising out of a single occurrence
Umbrella/Excess Liability	Providing coverage in excess of the Commercial General Liability, Commercial Automobile, and Worker's Comp./Employer's Liability coverages.	May be used to meet any of the above limits

Owner shall be named as an additional insured on all such policies. All required policies of insurance and the certificates must provide for at least thirty (30) written notice to the Owner of any change in or cancellation of or termination of the coverage or coverages.

§10.1.1 Schedule of Contractor's Bonds

The Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

Brett Richards Superintendent
(Printed name and title)

CONTRACTOR (Signature)

Mike DeNaeyer Vice President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2007

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

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PAGE 1

AGREEMENT made as of the 10th day of March in the year 2016

...

Springfield Platteview Community Schools
14801 S. 108th Street
Springfield, NE 68059
(402) 592-1300

...

Prairie Construction Company
13316 B Street
Omaha, NE 68144
(402) 330-8522

...

Springfield Platteview Community Schools
Westmont Elementary School
13210 Glenn Street
Omaha, NE 68138
See Project Manual; Addendum Nos. 1, 2, and 3; Alternative Nos. CC-1, CC-2, and CC-3; and all other bid documents and submissions.

...

DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106
(402) 393-4100

PAGE 2

The Contractor shall fully execute the Work described in the Contract ~~Documents~~, except as Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Except as expressly provided for in the Contract Documents to the contrary, the Contractor at is sole cost, risk, and expense shall construct, equip, provide purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.

...

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the ~~Owner~~Owner to the Contractor in writing, which shall be issued no less than ten (10) days prior to the date of commencement.

...

Date of Commencement: March 29, 2016

PAGE 3

Date of Substantial Completion: August 4, 2016; Date of Final Completion: October 3, 2016

...

§ 3.4 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth below in this Paragraph 3.4.

§ 3.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work: \$500.00 per day.

§ 3.4.2 The Owner may deduct liquidated damages described in Subparagraph 3.4.1 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill Rate or the highest lawful rate of interest payable by the Contractor.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Four Hundred Twenty-seven Thousand Four Hundred Dollars and Zero Cents (\$ 3,427,400.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate Nos. CC-1 (Add Lockers), CC-2 (Additional Casework), and CC-3 (add Acoustical Wall Panels and Baffles

PAGE 4

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...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 23rd day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 18th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

payment shall be made by the Owner not later than thirty (30) days after the ~~Architect~~ Owner receives the Application for Payment.

...

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- .1 A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.
- .2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 5.1.5.
- .3 Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

PAGE 5

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~; ten percent (10 %); provided that, if the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%)~~; ten percent (10 %); provided that, if the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work

...

Except as hereinafter provided, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (I) any of

the Owner's rights to retainage in connection with other payments to the Contractor of (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

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The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2007, as amended.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other (Specify)

[Intentionally omitted].

...

Brett Richards, Superintendent
Springfield Platteview Community Schools
14801 South 108th Street
Springfield, NE 68059
(402) 592-1300
brichards@springfieldplatteview.org

...

Mike DeNaeyer, Vice President
Prairie Construction Company
13316 B Street
Omaha, NE 68144
(402) 330-8522
mike@prairie-construction.com

...

§ 8.6.1 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

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

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

§ 8.6.3 The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all Subcontractors, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 8.6.4 The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

§ 8.6.5 The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the

Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 8.6.6 The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 8.6.7 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

§ 8.6.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 8.6.9 The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

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

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§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor-Contractor, as amended.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction-Construction, as amended.

...

See the Project Manual -ATTACHED as Exhibit 1

PAGE 9

See Drawings ATTACHED as Exhibit 2

...

<u>No. 1</u>	<u>2/18/16</u>
<u>No. 2</u>	<u>2/24/16</u>
<u>No. 3</u>	<u>2/29/16</u>

Portions of Addenda relating to bidding requirements are ~~not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9-part of the Contract Documents.~~

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201–2007~~, A201–2007 and in accordance with the requirements below.

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(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)



§10.1.1 Schedule of Contractor's Insurance

<u>Policy</u>	<u>Coverage</u>	<u>Limit</u>
<u>Worker's Compensation and Employer's Liability</u>	<u>Protection of Contractor's Employees</u>	<u>Statutory limits required by law.</u> <u>Employer's Liability of:</u> <u>\$1,000,000 each accident</u> <u>\$1,000,000 disease-policy limit</u> <u>\$1,000,000 disease-each employee</u>
<u>Commercial General Liability</u>	<u>Comprehensive GL insurance provided by standard form including products and completed operations, contractual liability, and bodily injury and property damage caused by explosion, underground, and collapse hazards.</u>	<u>\$1,000,000 per person/single occurrence</u> <u>\$5,000,000 for all claims arising out of a single occurrence</u>
<u>Commercial Automobile Liability</u>	<u>Covering owned, non-owned and hired vehicles.</u>	<u>\$1,000,000 per person/single occurrence</u> <u>\$5,000,000 for all claims arising out of a single occurrence</u>
<u>Umbrella/Excess Liability</u>	<u>Providing coverage in excess of the Commercial General Liability, Commercial Automobile, and Worker's Comp./Employer's Liability coverages.</u>	<u>May be used to meet any of the above limits</u>

Owner shall be named as an additional insured on all such policies. All required policies of insurance and the certificates must provide for at least thirty (30) written notice to the Owner of any change in or cancellation of or termination of the coverage or coverages.

§10.1.1 Schedule of Contractor's Bonds

The Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

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Brett Richards Superintendent

Mike DeNaeyer Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brett Richards, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:30:25 on 03/29/2016 under Order No. 1139099613_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Springfield Platteview Community Schools
Westmont Elementary School
13210 Glenn Street
Omaha, NE 68138

THE OWNER:

(Name, legal status and address)

Springfield Platteview Community Schools
14801 S. 108th Street
Springfield, NE 68059
(402) 592-1300

THE ARCHITECT:

(Name, legal status and address)

DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106
(402) 393-4100

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- 1 GENERAL PROVISIONS
- 2 OWNER
- 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
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

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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 between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better

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quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service 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 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.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service 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.

§ 2.2 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.

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

§ 2.2.4 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.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. 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.

§ 2.5 EXTENT OF OWNER RIGHTS

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

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express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, 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.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.6 TAXES

Owner is exempt from sales tax and shall not pay any sales tax. The District will provide the Contractor with applicable sales tax exemption certificates upon written request. The Contractor shall pay consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Except as set forth in Section 2.2.2, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders 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 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall 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.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a 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.

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall 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, Product Data, Samples and similar required submittals. These shall be available to the Architect 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.

§ 3.12 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 the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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.

§ 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 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.

§ 3.13 USE OF SITE

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.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting 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.

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for 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. 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 Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 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 architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that 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 final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS 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. 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 on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, 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.

§ 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.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The 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 concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable 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 reply within 14 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.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon 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.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The 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 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.

§ 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. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, 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.

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. 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, 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.

§ 6.2.4 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.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

§ 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 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 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 the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect 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 the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 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 within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

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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.

§ 9.2 SCHEDULE OF VALUES

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, 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 may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. 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.

§ 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

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

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

to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for 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 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 of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. 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 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 requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 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 in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 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.

§ 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 received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, 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

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and

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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 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 concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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 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 a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 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) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as 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.

§ 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 it shall not constitute a waiver of claims.

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .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 and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice. The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

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

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

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 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 term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any

of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site. 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 [Intentionally omitted].

§ 10.3.6 [Intentionally omitted].

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 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 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

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 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.

§ 11.3.1.1 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.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 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.

§ 11.3.2 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 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 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 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 Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the 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. 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.

§ 11.3.8 A loss insured under the Owner's property 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. 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 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 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 of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish 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 execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract 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. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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 Contract Documents, the Contractor shall correct it promptly 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Paragraph 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, 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.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of Nebraska, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Sarpy 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 covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make 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 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.

§ 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.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 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 as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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.

§ 13.5.2 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 arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 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 those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The contractor also agrees the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 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.

§ 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.

§ 13.6 INTEREST

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 or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, 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 within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 GENERAL PROVISIONS

§ 13.8.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar

items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

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

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

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

§ 13.9 NO ORAL WAIVER

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

§ 13.10 BACKGROUND CHECKS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive 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

(Paragraphs deleted)
stopped.

§ 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 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' 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 incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive 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 20 additional 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.

§ 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, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' 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.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2

(Paragraphs deleted)

[Intentionally omitted].

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of 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 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum..

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. 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

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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

§ 15.1.6

(Paragraphs deleted)

[Intentionally omitted].

Init.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, a decision by the Initial Decision Maker shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 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 the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

§ 15.4 NO ARBITRATION

§ 15.4.1 The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

(Paragraphs deleted)

Additions and Deletions Report for AIA[®] Document A201[™] – 2007

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PAGE 1

Springfield Platteview Community Schools
Westmont Elementary School
13210 Glenn Street
Omaha, NE 68138

...

(Name, legal status and address)

Springfield Platteview Community Schools
14801 S. 108th Street
Springfield, NE 68059
(402) 592-1300

...

(Name, legal status and address)

DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106
(402) 393-4100

PAGE 11

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

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§ 2.5 EXTENT OF OWNER RIGHTS

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

§ 2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work,

notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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

...

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements ~~may~~ shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

...

The Contractor shall pay sales, Owner is exempt from sales tax and shall not pay any sales tax. The District will provide the Contractor with applicable sales tax exemption certificates upon written request. The Contractor shall pay 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.

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for Except as set forth in Section 2.2.2, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

...

§ 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 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

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

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

...

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of 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. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in

the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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

...

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

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

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§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. 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.

...

~~§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance~~

~~by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and~~
Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

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

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

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

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills

not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Nebraska covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Nebraska. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Nebraska and may justify termination of Contractor's Contract with Owner.

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§ 9.4.3 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.

...

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

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

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§ 9.10.1 Upon receipt of the Contractor's 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 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 a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice. The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

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~~If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery, damage to all other parties. The notice shall provide sufficient detail to enable the other party to investigate the matter. parties to investigate the matter.~~

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

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

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

...

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

§ 10.3.2 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 term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If Contractor imports hazardous materials onto the project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the Owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site ~~unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for 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. [Intentionally omitted].~~

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. [Intentionally omitted].~~

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The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, 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. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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 Contract Documents, the Contractor shall correct it promptly 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- Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

...

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 45.4. laws of the State of Nebraska, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section ~~13.2.2~~, 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

§ 13.4.1 ~~Duties~~ Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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§ 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 those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The contractor also agrees the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

...

§ 13.8 GENERAL PROVISIONS

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

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

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

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

§ 13.9 NO ORAL WAIVER

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

§ 13.10 BACKGROUND CHECKS

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

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~90 consecutive 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:

...

- ~~.2~~ An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- ~~.3~~ Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- ~~.4~~ The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1, stopped.

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§ 14.1.4 If the Work is stopped for a period of ~~60~~90 consecutive days through no act or fault of the Contractor 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~~20 additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the ~~Architect's Architects'~~ services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, ~~such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.~~

...

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption 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. [Intentionally omitted].

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§ 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 incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.~~

...

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is ~~later~~-later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

...

§ 15.1.6 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.[Intentionally omitted].

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§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for ~~initial~~ decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, ~~an initial decision~~ a decision by the Initial Decision Maker shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

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

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§ 15.3.4 Any claim not resolved in mediation shall be subject to 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. The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

~~§ 15.4.1.1~~ 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.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brett Richards, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:31:01 on 03/29/2016 under Order No. 1139099613_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GZBF958	7446029	4/8/2016

BILL TO:
 SPRINGFIELD PLATTEVIEW
 COMMUNITY
 14801 S 108TH ST

SHIP TO:
 SPRINGFIELD PLATTEVIEW COMMUNITY
 Attention To: FRANK STASKIEWICZ
 14801 S 108TH ST

Accounts Payable
 SPRINGFIELD , NE 68059-4925

SPRINGFIELD , NE 68059-4925
 Contact: FRANK
 STASKIEWICZ 402.339.5052

Customer Phone #402.592.1300

Customer P.O. # GZBF958 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOEL HOTOVY	FEDEX Ground	NET 30 Days-Govt/Ed	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
20	3912435	HP SB Z240 I5-6500 1TB 4GB W10P Mfg#: L9K18UT#ABA Contract: MARKET	810.96	16,219.20
5	3707172	HP SB PRODISPLAY P242VA LED 24IN Mfg#: K7X32A8#ABA Contract: MARKET	136.08	680.40
5	2124292	LOGI DESKTOP MK120 USB Mfg#: 920-002565 Contract: MARKET	14.95	74.75
1	3501391	HP SB ZBOOK 15 G2 I7-4710MQ 1TB 8GB Mfg#: F1M31UT#ABA Contract: MARKET	1,488.26	1,488.26
20	3912062	KINGSTON 4GB D4-2133U15 NONECC UDIMM Mfg#: KCP421NS8/4 Contract: MARKET	15.62	312.40
SUBTOTAL				18,775.01
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL 18,775.01

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.705.4971

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

Future Planning April 11, 2016

1. 4/25/16 Board Work Session 7 PM
2. 5/9/16 Regular Board Meeting 7 PM; Site 6 PM; Finance 6:30 PM
3. 5/15/16 PHS Graduation 1 PM
4. 5/19/16 Last Day for Students
5. 5/19/16 Recognition Banquet 6 PM, Millard Social Hall
6. 5/20/16 Foundation Board Meeting 7:30 AM
7. 5/20/16 Last Day for Teachers
8. 6/24/16 Foundation Golf Tournament 1 PM
9. 7/15/16 Foundation dinner/ auction 6 PM