

Board of Education Regular Meeting
Monday, April 14, 2025 5:30 PM

Tekamah-Herman Public Schools
112 N 13th St
Tekamah, NE 68061

Agenda

1. Call the meeting to order
2. Open Meetings Law
3. Roll Call
4. Consent Agenda
 - 4.1. Approval of Minutes
 - 4.2. Approval of General Fund Bills
 - 4.3. Approval of Board Member Absence
5. Treasurer's report
6. Recognition of Students and Staff
7. Recognition of Visitors/Public Comment
8. ACTION ITEMS
 - 8.1. Approve the resignation of David Eriksen as K-12 PE Teacher at the conclusion of the 2024-2025 school year
 - 8.2. Approve copy machine lease agreement with Access Systems
 - 8.3. Approve Carrol Seating contract to replace cafeteria tables
 - 8.4. Approve the contract from Hausmann Construction for the removal and replacement of elementary casework and countertop
9. DISCUSSION ITEMS
 - 9.1. Discuss THS honor roll qualifications
 - 9.2. Review of the THS stay in school/return to learn plan
 - 9.3. Discuss summer projects for the summer of 2025
 - 9.4. Discussion regarding graduation procedures
10. Principal Reports
 - 10.1. Elementary Principal
 - 10.2. Secondary Principal
11. Board Reports
12. Superintendent Report
13. Next meeting date and time: Monday, May 12th, 2025 at 5:30 pm
14. Possible executive session for the purpose of reviewing policy and procedure and for the protection of the reputation of the administration
15. Adjournment

Board of Education Regular Meeting

Monday, March 10, 2025 5:30 PM

Tekamah-Herman Public Schools, 112 N 13th St, Tekamah, NE 68061

Chris Booth: Present
Abby Mathistad: Present
Mandyn Pruess: Present
Burt Rogers: Absent
Bill Skinner: Present
Sheryl Stansberry: Present

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|------------------------------|-------------------------------------|
| 1. Call the meeting to order | Speaker(s) : Board President |
| 2. Open Meetings Law | Speaker(s) : Board President |
| 3. Roll Call | Speaker(s) : Board President |

4. Consent Agenda

Action(s) :

The motion to approve the Consent Agenda as presented, including the February 10th minutes and current claims Passed with a motion by Chris Booth and a second by Sheryl Stansberry.

Voting Detail:

Chris Booth: Yea
Abby Mathistad: Yea
Mandyn Pruess: Yea
Burt Rogers: Absent
Bill Skinner: Yea
Sheryl Stansberry: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

4.1. Approval of Minutes

4.2. Approval of General Fund Bills

4.3. Approval of Board Member Absence

5. Treasurer's report

Discussion: Mr. Kjar went through the January 2025 Treasurer's report with the Board.

6. Recognition of Students and Staff

Discussion: Mrs. Beck congratulated the students of the month for February. Also recognized was the paraprofessional team. They have been doing a great job all year, and most recently managing traffic control with the crosswalk.

Mr. Heitz recognized the wrestling state qualifiers, the cast and crew from the musical "Annie", and congratulated all who made the EHC Speech tournament a success.

Also present were members from the JAG of Nebraska organization. JAG is group that promotes leadership, career exploration, and community service.

7. Recognition of Visitors/Public Comment

Discussion: No visitors address the Board.

8. ACTION ITEMS

8.1. Approve Tiffany Marquardt as a local substitute

Action(s) :

The motion to approve Tiffany Marquardt as a local substitute Passed with a motion by Abby Mathistad and a second by Chris Booth.

Voting Detail:

Chris Booth:	Yea
Abby Mathistad:	Yea
Mandyn Pruess:	Yea
Burt Rogers:	Absent
Bill Skinner:	Yea
Sheryl Stansberry:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

8.2. Set the limit of special education students for the purpose of option enrollment at 100 students district wide

Action(s) :

The motion to set the limit of special education students for the purpose of option enrollment at 100 students district wide for the 2025-2026 school year Passed with a motion by Chris Booth and a second by Sheryl Stansberry.

Voting Detail:

Chris Booth:	Yea
Abby Mathistad:	Yea
Mandyn Pruess:	Yea
Burt Rogers:	Absent
Bill Skinner:	Yea
Sheryl Stansberry:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Discussion: Our Special Education department is currently serving 121 children. 20% of our students are verified.

8.3. Set the limit of class size in the elementary at __ per grade level for the purpose of option enrollment

Action(s) :

The motion to set the limit of class size in the elementary at 40 per grade level for the purpose of option enrollment for 2025-2026 school year Passed with a motion by Sheryl Stansberry and a second by Abby Mathistad.

Voting Detail:

Chris Booth:	Yea
Abby Mathistad:	Yea

Mandyn Pruess: Yea
Burt Rogers: Absent
Bill Skinner: Yea
Sheryl Stansberry: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Discussion: Mr. Heitz explained the reason to set a limit on class size is to ensure we are not at a disservice to in-district kids and staff.

8.4. Approve ESU 2 Special education services contract for the 2025-26 school year

Action(s):

The motion to approve ESU2 Special education services contract for the 2025-26 school year in the amount of \$444,010 Passed with a motion by Chris Booth and a second by Abby Mathistad.

Voting Detail:

Chris Booth: Yea
Abby Mathistad: Yea
Mandyn Pruess: Yea
Burt Rogers: Absent
Bill Skinner: Yea
Sheryl Stansberry: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Discussion: Every year, the Special Education Department relies on ESU2 to provide programs to assist serving our kids. This contract includes the following services: School Psychologist, Speech/Language Pathologist, Early Childhood specialist, Occupational Therapist, Vision, and Deaf/Hard of hearing. Also included on the contract is ESU2's administrative services and Supervision fees.

8.5. Approve the resignation of Amanda Hansen

Action(s):

Motion to approve the resignation of Amanda Hansen as presented Passed with a motion by Abby Mathistad and a second by Bill Skinner.

Voting Detail:

Chris Booth: Yea
Abby Mathistad: Yea
Mandyn Pruess: Yea
Burt Rogers: Absent
Bill Skinner: Yea
Sheryl Stansberry: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

9. **DISCUSSION ITEMS**

9.1. Honor Roll Discussion

Discussion: Mr. Heitz asked the Board to take a look at our conference school's honor roll guidelines. He wanted to show that our school's new honor policy falls in-line with area schools.

His goal is to raise the bar-to encourage kids to work for the honor.

10. Principal Reports

10.1. Elementary Principal

Discussion: Mrs. Beck reported her enrollment was down one student from last month. The Elementary continues to transition our Tier I ELA curriculum, and in February were able to have Caryn Zietlow visit twice to observe our teachers and provide feedback on their implementation of the Orton-Gillingham curriculum.

10.2. Secondary Principal

Discussion: Mr. Heitz reported the events happening with ACT/Pre-ACT testing and Jr. High field trip to Wayne State College. He also announced May 10th and graduation day.

11. Board Reports

Discussion: Mr. Klein reported the winter 2025 season wrap up results. The sports banquet is scheduled for April 21st. The north gym floor will be refinished soon. It is time to strip it down to bare wood and repaint the court. The Building and Grounds committee decided to use a similar stain/paint scheme as the north gym floor. This estimated cost is \$35,080.00.

12. Superintendent Report

Discussion: Mr. Kjar reported to the Board an explanation on the timeliness of the Burt County property tax receipts. Property tax designated for schools will now be included on your real estate tax statements. Individuals will not have this credit to claim on their NE income taxes. The state will now issue those credits directly to the county treasurer twice a year.

Kjar also let the Board know that he serves on the NRCSA Scholarship and Recognition Committee. During their recent awards banquet, Kjar presented the music teacher of the year award.

13. Next meeting date and time: Monday, April 14th, 2025, at 5:30 pm

14. Adjournment

Action(s):

The motion to adjourn meeting at 6:48pm Passed with a motion by Chris Booth and a second by Bill Skinner.

Voting Detail:

Chris Booth:	Yea
Abby Mathistad:	Yea
Mandyn Pruess:	Yea
Burt Rogers:	Absent
Bill Skinner:	Yea
Sheryl Stansberry:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Board Secretary

Tekamah-Herman Public Schools

144703	3/11/2025	DEPARTMENT OF MOTOR VEHICLES	100
144704	3/11/2025	RISE BROADBAND	110.19
144704-144717	3/19/2025	PAYROLL LIABILITIES	
144718	04/14/2025	AJ'S SERVICE AND REPAIR	322.00
144719	04/14/2025	AMAZON CAPITAL SERVICES, INC	439.42
144720	04/14/2025	American College Testing Progr	1,350.00
144721	04/14/2025	AVIVE	199.00
144722	04/14/2025	BOMGAARS SUPPLY INC	255.00
144723	04/14/2025	BRANIFF SERVICE	1,396.69
144724	04/14/2025	BROADLEVEL SOLUTIONS LLC	4,200.00
144725	04/14/2025	BRUMMOND DISPOSAL LLC	415.00
144726	04/14/2025	BUDDIES RENTALS	600.00
144727	04/14/2025	Cannon	628.46
144728	04/14/2025	CAROLINA BIOLOGICAL SUPPLY CO	111.65
144729	04/14/2025	CASS PLUMBING	2,390.36
144730	04/14/2025	CENTURYLINK	516.08
144731	04/14/2025	CITY OF TEKAMAH	464.00
144732	04/14/2025	CITY WIDE FACILITY SOLUTIONS	11,200.00
144733	04/14/2025	CRAIG RESOURCES INC, DBA CRAIG	3,518.97
144734	04/14/2025	CRAVEN'S WEDING	180.00
144735	04/14/2025	DIETZ MUSIC HOUSE, INC	185.00
144736	04/14/2025	ENGINEERED CONTROLS INC	6,392.00
144737	04/14/2025	FIRST NATIONAL BANK OMAHA	1,688.40
144738	04/14/2025	FIRST NATIONAL BANK OMAHA	379.99
144739	04/14/2025	FIRST NATIONAL BANK OMAHA	127.58
144740	04/14/2025	General Reimbursement Fund	593.71
144741	04/14/2025	GOODWILL INDUSTRIES INC	1,275.00
144742	04/14/2025	HD SUPPLY	193.46
144743	04/14/2025	J.W. Pepper & Son, Inc.	67.33
144744	04/14/2025	JOHNSON FITNESS & WELLNESS	386.90
144745	04/14/2025	TAYLOR KLEIN	60.03
144746	04/14/2025	KSB SCHOOL LAW, PC LLO	77.00
144747	04/14/2025	BROOKE CHELEEN	1,085.50
144748	04/14/2025	LEE ENTERPRISES ADVERTISING	517.94
144749	04/14/2025	LOFFLER	1,539.58
144750	04/14/2025	HOLLY LOFTIS	156.80
144751	04/14/2025	MATHESON TRI-GAS, INC	252.28
144752	04/14/2025	TYLER MCCORMICK	600.00
144753	04/14/2025	MEMORIAL COMMUNITY HOSPITAL	70.00
144754	04/14/2025	Menards	541.48
144755	04/14/2025	MIDWEST GRADS	714.45
144756	04/14/2025	Midwest Service Co.	529.71
144757	04/14/2025	NEBRASKA PUBLIC POWER	3,495.16
144758	04/14/2025	MICHELLE NIEWOHNER	241.94
144759	04/14/2025	RISE BROADBAND	110.19
144760	04/14/2025	ROOTS TO WINGS	270.00
144761	04/14/2025	RUTT'S MECHANICAL SERVICES	16,568.00
144762	04/14/2025	SAVEMORE MARKET	448.78
144763	04/14/2025	Security Equipment Inc.	552.15
144764	04/14/2025	SHAMBURG AUTO SUPPLY, INC	26.94
144765	04/14/2025	SIFFRING LANDSCAPING & GARDEN C	1,105.00
144766	04/14/2025	THE SIGN DEPOT, LLC	28.25
144767	04/14/2025	Tekamah Chamber of Commerce	150.00
144768	04/14/2025	VERIZON WIRELESS	90.31
144769	04/14/2025	VESTIS	494.34
144770	04/14/2025	WALTER LYDICK	7,925.00
144771	04/14/2025	WOODRIVER ENERGY LLC	6,085.95
	04/14/2025	BRIDGET ABRAHAM	168.56
	04/14/2025	MANNI BELFRAGE	39.20
	04/14/2025	VANESSA BRAND	156.80
	04/14/2025	CARRIE BRANIFF	43.12
	04/14/2025	BRIDGETTE BRAYMEN	127.40
	04/14/2025	Abra Bridges	137.20
	04/14/2025	CARI BRODERSEN	137.20
	04/14/2025	JAMIE BRUMMOND	98.00
	04/14/2025	SARAH BRUSEGAARD	149.24
	04/14/2025	WES OR LISA BURT	109.20
	04/14/2025	SABINA CAMERON	98.00
	04/14/2025	JILL CONNEALY	137.20
	04/14/2025	ERIC OR CLARITY DEVNEY	215.60
	04/14/2025	KENDAL DORN	37.24
	04/14/2025	ROBERT & BREANNE EVASIC	103.88
	04/14/2025	ASHLEY FISHER	117.60

04/14/2025	DEANNA GOODWIN	176.40
04/14/2025	JOEL HAMAN	151.06
04/14/2025	AMANDA HANSEN	68.60
04/14/2025	CHELSEA HANSEN	92.12
04/14/2025	JON HANSEN	99.96
04/14/2025	LINDSEY HANSEN	78.40
04/14/2025	BUCK OR ALLIE HOIER	68.60
04/14/2025	KATHY HUESER	301.84
04/14/2025	ANNEBELLE OR FRANCOIS JACOBS	62.72
04/14/2025	MACKENZIE KAHLANDT	184.24
04/14/2025	JAMES KELLY	137.20
04/14/2025	PAIGE KNAUSS	218.40
04/14/2025	TIMOTHY OR GINA LANDSPERGER	54.88
04/14/2025	KATIE LEICHLEITER	235.20
04/14/2025	MICHAELA MANN	98.00
04/14/2025	TIFFANY MARQUARDT	105.84
04/14/2025	LAURA MCELMURAY	128.52
04/14/2025	CARISSA OR ANDY OLIGMUELLER	27.44
04/14/2025	RYANN PAGELS	294.00
04/14/2025	CHRIS PETERSEN	33.60
04/14/2025	JACOB OR TIFFANY PETTIT	176.40
04/14/2025	BRITTANY RAY	125.44
04/14/2025	JODIE SCHUETT	129.36
04/14/2025	SHAUNA SELF	272.44
04/14/2025	TRISHA SHEETS	235.20
04/14/2025	AARON SNOW	78.40
04/14/2025	JILL SPENNER	156.80
04/14/2025	SEAN THIEMANN	162.68
04/14/2025	MICHELLE TOBIN	182.28
04/14/2025	ASHLEY TYSON	156.80
04/14/2025	ASHLEY WIMER	47.32
04/14/2025	HAILEY WOLF	221.24
04/14/2025	KILEY WORLEY	235.20

1073	04/14/2025	RIDDELL ALL AMERICAN SPORTS	5,341.76
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1752	04/14/2025	FEILING CABINETRY & CONSTRUCTIO	2,291.73
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GENERAL FUND		
Feb-25		
CASH ON HAND	\$ 2,282,752.70	
GENERAL REIMBURSEMENT FUND		
CASH BALANCE		\$ 2,282,752.70
BURT COUNTY TAXES	\$ 153,157.93	
WASHINGTON COUNTY TAXES	\$ 254,459.82	
SALE OF EXPEDITION AND BUS #8	\$ 4,230.00	
IDEA SPECIAL EDUCATION FEDERAL REIMBURSE	\$ 173,388.41	
SPED TRANSPORTATION	\$ 153,737.00	
NORTHEAST DUAL CREDIT	\$ 3,443.80	
INTEREST	\$ 335.04	
	T. EXPENDITURES	\$ 742,752.00
		\$3,025,504.70
PAYROLL	\$ 605,037.43	
EXPENDITURES	\$ 204,127.49	
	T. EXPENDITURES	
		\$ 809,164.92
Ending Balance 2/28/2025		\$2,216,339.78
DEPRECIATION FUND		
Feb-25		
CASH ON HAND	\$ 139,831.16	
CASH BALANCE		\$ 139,831.16
TRANSFER		
INTEREST	\$ 266.91	\$ 266.91
	TOTAL REVENUE	\$140,098.07
EXPENDITURES	\$ 3,686.20	
	TOTAL EXPENDITURES	\$ 3,686.20
Ending Balance 2/28/2025		\$136,411.87
EMPLOYEE BENEFIT FUND		
Feb-25		
CASH ON HAND	\$ 538,328.94	
CASH BALANCE		\$ 538,328.94
INTEREST	\$ 103.25	
NON-REVENUE RECEIPTS (REFUND)		
		\$ 103.25
	TOTAL REVENUE	\$ 538,432.19
EXPENDITURES		

	TOTAL EXPENDITURE	\$ -
ENDING BALANCE 2/28/2025		\$538,432.19
ACTIVITY FUND		
Feb-25		
CASH ON HAND	\$ 180,367.44	
CASH BALANCE		\$ 180,367.44
DEPOSITS	\$ 31,141.07	
TRANSFER IN		
INTEREST	\$ 349.88	
		\$ 31,490.95
TOTAL REVENUE		\$211,858.39
EXPENDITURES	\$ 52,659.03	
	TOTAL EXPENDITURE	\$ 52,659.03
Ending Balance 2/28/2025		\$159,199.36
LUNCH FUND		
Feb-25		
CASH ON HAND	\$ 104,742.32	
CASH BALANCE		\$ 104,742.32
DEPOSITS	\$ 22,859.88	
TRANSFER IN		
INTEREST	\$ 220.19	
		\$ 23,080.07
	TOTAL REVENUE	\$ 127,822.39
PAYROLL	\$ 12,749.86	
EXPENDITURES	\$ 20,268.37	
		\$ 33,018.23
Ending Balance 2/28/2025		\$94,804.16
BOND FUND		
Feb-25		
CASH ON HAND	\$ 967,467.91	
CASH BALANCE		\$ 967,467.91
BURT COUNTY TAXES	\$ 24,017.95	
WASHINGTON COUNTY TAXES	\$ 16,481.18	
INTEREST	\$ 1,775.93	

		\$ 42,275.06
	TOTAL REVENUE	\$1,009,742.97
EXPENDITURES	\$ -	
	TOTAL EXPENDITURES	\$ -
Ending Balance 2/28/2025		\$1,009,742.97
BUILDING FUND		
Feb-25		
CASH ON HAND	\$ 2,171,406.36	
CASH BALANCE		\$ 2,171,406.36
BURT COUNTY TAXES	\$ 11,848.44	
WASHINGTON COUNTY TAXES	\$ 22,455.81	
INTEREST	\$ 3,375.46	
		\$ 37,679.71
	TOTAL REVENUE	\$ 2,209,086.07
EXPENDITURES	\$ 666.05	
		\$ 666.05
Ending Balance 2/28/2025		\$ 2,208,420.02

Tekamah-Herman Board Meeting
Elementary Report

4/14/25

Staff and Student Recognition

- Students of the month for March were: Blaze Kelley, Libby McCluskey, Sadie Pettit, Braedyen Monter, Ethan Nun, Hazel Kahlandt, Brooklyn Jansen, Colby Schuett, Ainsley Eriksen, Emma Modlin, Sarah Thomas, Easton Dorn, Kadence Kazemba, Aurora Russell, Lexi Monif.
- After returning to school from the spring snowstorm in March our 5th and 6th grade students spent time picking up debris at the Burt County Power building and the park here in town. Thanks to Abra Bridges, Deanna Goodwin, Holly Loftis and Julie Flesichman for organizing students for this community service.

Principal's Report

- Our enrollment for March was 284 students PK-6. We had three students transfer out of the district.
- In March our MTSS/PBiS Tier I Team continued to support our focus on behavioral expectations for students, and we had our first ever “double Paw” week. Our staff did a great job of keeping students excited about earning Paws, and it was a record number of about 1,000 paws earned by our students!

Tekamah-Herman Board Meeting
Secondary Report

4/14/25

Staff and Student Recognition

- State FFA
State Proficiency awards were as follows:
 - Tate Pruess- Diversified Agriculture Production- Bronze
 - Levi Blackford- Swine Entrepreneurship- Bronze
 - Levi Blackford- Ag Sales- Silver
 - Parke Loftis- Goat Production- Bronze
 - Jager Leichter- Wildlife Management and Production- State Champion and National Qualifier
- Agriscience Fair State Qualifiers:
 - Grady Beltrage- Plant Systems- Division 5- Bronze
 - Isabella Roche- Animal System- Division 5- State Runner- Up and Gold
- 10 State Degrees:
 - Levi Blackford, Cole Booth, Jessen Booth, Brie Hemmingsen, Laney Hoier, Spencer Pagels, Dylan Petersen, Tate Pruess, Isabella Roche, Tristan Tobin.
- NSAA Academic All-State, Winter activities:
 - B BB: Grady Beltrage, Dylan Peterson; G BB: Brooklyn Olson, Emily Stansberry; B WR: Owen Larson, Ryan Roche; G WR: Isabella Evasic, Edyn Goodwin
- State FBLA participants:
 - Brock Paul, Addison Mills, Aspen Arnold, Brooklynn Olson, Emily Stansberry, Carsyn Magill, Cassidy Magill, Josie Brodersen, Cameron Brummond, Aisley Walpole
- EHC Basketball
 - All-Conference 3rd team: Brody Rogers; Honorable Mention: Griffin Breckenridge
- Golden Sower Challenge
 - Jersey Nathan, Emily Loftis, Mia Santiago, Cooper Kjar, Brody Bromm, Sophie Vosik, Savannah Duvall, Makenna Miller, Payton Olson, Harley Hansen, Georgia Johnson, Kaylee Raue

Principal's Report

- ACT test
- State (NSCAS) testing for jr. high
- Athletic Banquet, April 21
- Honors Convocation, April 23
- District Music contest, April 25
- Graduation, May 10

4/12/2025

Dear Mr. Kjar and Tekamah-Herman School Board,

It is with mixed emotions as I inform you of my intent to resign from my current position of K-12 Physical Education teacher here at Tekamah-Herman Public Schools.

I'd like to acknowledge that this school has been a special place for me, and my family and I am blessed to have been able to make many connections. I believe the current administration has a clear vision for the district and will continue provide valuable leadership as they continue to find ways to update the school, improve staff morale, and making a difference in students' educational lives.

When an opportunity to return to my alma mater presented itself unexpectedly, I decided to explore my options. It wasn't until the last hour of my deadline that I realized my time here at Tekamah-Herman was up and Oakland-Craig will provide me a chance to start fresh. I'd like to say thank you for taking a chance 11 years ago on a brand-new teacher from a neighboring rival high school. With the resources and equipment that THS provides I have no doubt that this job will be filled with a highly qualified candidate. Thank you again!

Sincerely,

A handwritten signature in cursive script that reads "David Eriksen".

David Eriksen

Executive Summary

We have prepared this executive summary based on the recommendations provided by Tekamah-Herman Schools. The purpose of this executive summary is to provide detail and options for the executive leadership at Tekamah-Herman Schools regarding the current and future print environment.

Currently Tekamah-Herman Schools spends approximately **\$3,343.19** per month for equipment and service on 2 devices throughout the organization. Additionally, Tekamah-Herman Schools currently produces:

- An average of 64,435 pages of B&W per month
- An average of 44,790 pages of Color per month

Make/Model	Serial Number	Tag #	Location	Mono Volume	Color Volume
Canon Image press Lite C165	3EP02405	B21048	Elementary School Copier	29,916	20,271
Canon Image press Lite C165	3EP02446	B21047	Front Office	34,519	24,519

Proposed Solution Option 1

Equipment:

QTY	Make	Model	Description
1	Sharp	BP-70C65	65 PPM B&W / 65 PPM Full-Color Copier
1			50-sheet Staple Inner Finisher
1			Stand/3 x 550-sheet Paper Drawers
1			3-Hole Punch Unit
1	Sharp	BP-90C70	75 PPM B&W / 70 PPM
1			100-sheet Multi-bypass Tray
1			4K 100-sheet Staple Finisher
1			Paper Pass Unit
1			3-hole Punch Unit
1			Curl Correction Unit
1	eGoldFax	eGoldFax	Digital Faxing Solution
1		Papercut MF	5 Years Service & Support

	Payment	Term
Total Bundled Payment with service	\$2,578.10 \$2,391.70	60

Included with Service Program:

All parts, labor, toner, training, and service calls.

60-Months Rates:

- **65,000 B&W Copier** pages included. Overages billed at **\$0.0036 per page.**
- **45,000 Color Copier** pages included. Overages billed at **\$0.035 per page.**

Rates are locked for contract term

Our Manufacturer Sharp will provide \$1,000 for 220v electrical installations

SHARP

BP-90C70



WIDTH
87.87 inches

DEPTH
30.24 inches

HEIGHT
60.24 inches

**REQUIRED
WIDTH**
88.45 inches

**REQUIRED
DEPTH**
30.24 inches

**REQUIRED
HEIGHT**
60.24 inches



1 x NEMA 6-20R  1 x NEMA 5-15R 

 **COLOR**
70

 **B/W**
70

 **PAPER SIZE**
11 x 17

 **MAX PAPER CAPACITY**
(80g/m²)
3000

OPTION LIST

Name	Item No.	Quantity
Main Body		1
Multi Bypass Tray - MX-MF10	MX-MF10	1
Finisher 4K (100-sheet staple) - MX-FN21	MX-FN21	1

Name	Item No.	Quantity
Curl Correction Unit - MX-RB27	MX-RB27	1
Punch Unit 2/3 hole - MX-PN13B	MX-PN13B	1
Paper Pass Unit - MX-RB12N	MX-RB12N	1

SHARP

BP-70C65



WIDTH
23.94 inches

DEPTH
30 inches

HEIGHT
53.86 inches

**REQUIRED
WIDTH**
24 inches

**REQUIRED
DEPTH**
30 inches

**REQUIRED
HEIGHT**
79 inches



 **COLOR**
65

 **B/W**
65

 **PAPER SIZE**
12" x 18"

 **MAX PAPER CAPACITY**
(80g/m²)
2300

OPTION LIST

Name	Item No.	Quantity
Main Body		1
Stand/3 x 550 Paper Drawer - BP-DE14	BP-DE14	1
Inner Finisher - BP-FN12	BP-FN12	1

Name	Item No.	Quantity
Right Side Exit Tray - BP-TR12	BP-TR12	1
Fax Expansion Kit - BP-FX11	BP-FX11	1

Proposed Solution Option 2

Equipment:

QTY	Make	Model	Description
2	Sharp	BP-70C65	65 PPM B&W Full-Color Copier
2			50-sheet Staple Inner Finisher
2			Fax Expansion Kit
2			Stand/3 x 550-sheet Paper Drawers
2			Right Side Exit Tray
1		Papercut MF	5 Years Service & Support

	Payment	Term
Total Bundled Payment with service	\$2,059.00	60

Included with Service Program:

All parts, labor, toner, training, and service calls.

- **65,000 B&W Copier** pages included. Overages billed at **\$0.0036 per page**.
- **45,000 Color Copier** pages included. Overages billed at **\$0.034 per page**.

Rates are locked for contract term



COST PER IMAGE AGREEMENT

AGREEMENT NO.: **3130276**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Tekamah-Herman Community Schools**

FEDERAL TAX ID #:

ADDRESS: **112 N 13 St****Tekamah, NE 68061****EQUIPMENT AND PAYMENT TERMS**☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Sharp BP-90C70	☐						
1 Sharp BP-70C65	☐						
Papercut	☒						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				65,000	45,000	\$0.0030	\$0.0300

EQUIPMENT LOCATION: **As Stated Above**METER FREQUENCY: **Annually**TERM IN MONTHS: **60**MONTHLY BASE PAYMENT AMOUNT*: **\$2,391.70**

(*PLUS TAX)

SECURITY DEPOSIT:

ADDITIONAL SERVICE OPTIONS

By initialing where indicated below, you elect to include the indicated service option(s) for the additional monthly fee of \$5.00 per device per service option.

Secure Data Protection Customer's Initials to Elect: _____

If you do not initial to elect this service, you acknowledge you assume full responsibility for performing all end of lease device data disposal procedures to remove confidential information. Data disposal procedures may be required for your compliance with applicable industry standards and state and federal laws and regulations.

Connectivity Assurance Customer's Initials to Elect: **BDK**

Includes remote connectivity assistance to allow for networked device functionality. If you do not initial to elect this service, you acknowledge that any connectivity work we provide will be billable at our hourly rate.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X **BDK**

SIGNATURE

BRADLEY D. KJAR

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Access Systems, Inc.

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

1055 SE Olson Dr Waukee, IA 50263-8455

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$125.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. We generally do not allow you to pay via credit card, however, if we do accept a credit card payment, you agree to pay our then current surcharge. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we substitute or replace any item of Equipment due to product availability, repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and be an item of Equipment hereunder, without the need for the parties to sign an amendment hereto.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage calculation that follows). You agree that our pricing, as reflected in this Agreement, for the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first twelve months of the term of this Agreement shall be your "Baseline Usage Levels" hereunder. If the actual images you make using the Equipment in any month following the first twelve months of the term of this Agreement are less than fifty percent (50%) of your applicable Baseline Usage Level(s), then we may charge you for each such month, after the first twelve months of the term of this Agreement, as though your actual image usage levels for each such month was ninety percent (90%) of your Baseline Usage Level(s). You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MISC supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such at an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department to communicate the necessary information. As an alternative to your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billable at our hourly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. A separate written agreement must be executed if you may require service calls outside of normal business hours. In the absence of a written agreement and in the instance we are able to perform service calls outside of normal business hours, you agree to pay additional charges at our overtime rates.
6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the licensor under any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").
7. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to either (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
13. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
15. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The parties agree that (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.



1055 SE Olson Drive Waukee, Iowa 50263

P:515.987.6227 F:515.987.6228

www.AccessSystems.com

BUYOUT AUTHORIZATION

Customer Name: Tekamah-Herman Community Schools

Description of Device(s): _____

Equipment leased or under service contract by Customer from a Third Party (Customer to provide invoice copy)

Upon execution and delivery by Customer of a sale, lease/rental, service and/or other agreement, Access Systems ("AS") agrees to pay to the Customer or Payee identified below, an amount not to exceed \$1,000.00 to pay off and/or reduce Customer's obligations owed under that certain equipment lease/maintenance agreement between Customer and Payee relating to the equipment.

Check Payable to (Note: Access Systems must cut the check to the Customer directly, not your previous Vendor):

Customer or Payee Name TEKAMAH-HERMAN SCHOOLS

Address 112 N. 13TH ST.

City, State, Zip TEKAMAH, NE 68061

Attention BRADLEY D. KJAR

Customer agrees to the following:

- This payment does not terminate or transfer payment obligations the Customer has with any existing third-party lease or maintenance agreement.
- Customer must continue to make the existing lease payment or make arrangements to obtain a final lease or maintenance agreement payoff and make said payoff.
- Customer understands that existing lease and/or maintenance agreement obligations must be fulfilled in addition to any new lease obligations Customer may execute in connection with equipment purchased from AS.
- Customer to use the funds provided by AS to reduce or payoff the existing lease obligations with their current vendor.
- Any additional charges such as costs associated with the return of leased equipment or service contract obligations beyond the amount indicated above are the responsibility of Customer.
- Customer to obtain the final buyout amount from the current vendor. AS will adjust the check amount to this final buyout amount assuming the amount is does not exceed the amount listed above. In the event the final buyout costs exceed the amount listed above, Customer may pay the difference or renegotiate the terms of the lease to include the balance due.

Agreed and Accepted (Customer):

By: B.D. J
Name: BRADLEY D. KJAR
Title: SUPERINTENDENT
Date: 4-14-2025

Access Systems:

By: _____
Name: _____
Title: _____
Date: _____



GROUP BILLING SCHEDULE

AGREEMENT NO.: **3130276**

This Group Billing Schedule (hereafter "Schedule") is hereby made a part of that certain agreement by and between Tekamah-Herman Community Schools ("Customer") and Access Systems, Inc. ("Owner"), which Agreement is identified in Owner's records as the Agreement No. stated above ("Agreement"). The Excess Per Page Charges under the Agreement shall be determined under this Schedule. If there is any provision in this Schedule which conflicts with a provision in the Agreement, the provision in this Schedule shall govern.

GROUP NAME

GROUP 1

SERVICE DESCRIPTION	NOT FINANCED UNDER THIS AGREEMENT			MONTHLY PAGE ALLOWANCE		EXCESS PER PAGE CHARGE (PLUS TAX)	
				B&W	COLOR	B&W	COLOR
eGoldFax	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY PAGE ALLOWANCE AND EXCESS PER PAGE CHARGES (IF CONSOLIDATED)				250	N/A	\$0.10	N/A

SERVICE LOCATION: **As Stated Above**

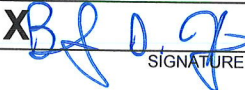
METER FREQUENCY: **Monthly**

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

(As Stated Above)

CUSTOMER

X 

SIGNATURE

BRADLEY D. KING

PRINT NAME & TITLE

4-14-2025

DATE

Amendment

This Amendment amends that certain agreement by and between Access Systems, Inc. ("Owner") and Tekamah-Herman Community Schools ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 3130276 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "**IMAGE CHARGES AND OVERAGES**" which reads "After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge," is hereby deleted in its entirety and replaced with the following:

"After the end of the fifth year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10 % of the then existing payment or charge."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

Access Systems, Inc. _____
Owner
By: _____
Signature

Print Name & Title
Date Accepted: _____

Tekamah-Herman Community Schools _____
Customer
By: X BG D. J. _____
Signature
BRADLEY D. KJAR SUPERINTENDENT
Print Name & Title
Date: 4-14-2025 _____

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Access Systems, Inc. ("we", "us", "our") and Tekamah-Herman Community Schools ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 3130276 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) you are a municipal corporation and political subdivision duly organized and existing under the laws of the state; (b) you have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease or similar agreement; (c) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (d) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (e) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (f) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (g) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (h) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (i) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (j) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment (subject to the terms of the Agreement) and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least sixty (60) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

Brady D. Kjar
SIGNATURE

BRADLEY D. KJAR
PRINT NAME & TITLE

4-14-2025
DATE

OUR SIGNATURE

Access Systems, Inc.

SIGNATURE

PRINT NAME & TITLE

DATE



1055 SE Olson Drive Waukee, Iowa 50263
P:515.987.6227 F:515.987.6228
www.AccessSystems.com

BUYOUT AUTHORIZATION

Customer Name: Tekamah-Herman Community Schools
Description of Device(s): Install Assistance for 220v Outlet

Equipment leased or under service contract by Customer from a Third Party (Customer to provide invoice copy)

Upon execution and delivery by Customer of a sale, lease/rental, service and/or other agreement, Access Systems ("AS") agrees to pay to the Customer or Payee identified below, an amount not to exceed \$1,000.00 to pay off and/or reduce Customer's obligations owed under that certain equipment lease/maintenance agreement between Customer and Payee relating to the equipment.

Check Payable to (Note: Access Systems must cut the check to the Customer directly, not your previous Vendor):

Customer or Payee Name: TEKAMAH-HERMAN SCHOOLS

Address: 112 N. 13TH ST.

City, State & Zip Code: TEKAMAH, NE 68061

Attention: BRADLEY D. KJAR

Customer agrees to the following:

- This payment does not terminate or transfer payment obligations the Customer has with any existing third-party lease or maintenance agreement.
- Customer must continue to make the existing lease payment or make arrangements to obtain a final lease or maintenance agreement payoff and make said payoff.
- Customer understands that existing lease and/or maintenance agreement obligations must be fulfilled in addition to any new lease obligations Customer may execute in connection with equipment purchased from AS.
- Customer to use the funds provided by AS to reduce or payoff the existing lease obligations with their current vendor.
- Any additional charges such as costs associated with the return of leased equipment or service contract obligations beyond the amount indicated above are the responsibility of Customer.
- Customer to obtain the final buyout amount from the current vendor. AS will adjust the check amount to this final buyout amount assuming the amount is does not exceed the amount listed above. In the event the final buyout costs exceed the amount listed above, Customer may pay the difference or renegotiate the terms of the lease to include the balance due.

Agreed and Accepted (Customer):

Access Systems:

By: BR D. KJAR

Name: BRADLEY D. KJAR

Title: SUPERINTENDENT

Date: 4-14-2025

By: _____

Name: _____

Title: _____

Date: _____

Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Tekamah-Herman Schools			Name Access Systems		
Legal Name					
Street or Other Mailing Address 112 N 13th Street			Street or Other Mailing Address 1055 SE Olson Dr		
City Tekamah	State NE	Zip Code 68061	City Waukee	State IA	Zip Code 50263-8455

Check Type of Certificate

- ☐ Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A.) ☐ Exempt Purchase (Complete Section B.) ☐ Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of _____

My Nebraska Sales Tax ID Number is 01-_____.

If none, state the reason _____,
or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 3 (See the list of Exemption Categories and corresponding numbers on reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Property or Service Purchased _____

Intended Use of Property or Service Purchased _____

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number: 05-0608297
Do not enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller?	Was item depreciable?
		☐ Yes ☐ No	☐ Yes ☐ No

Section C—For Contractors Only

1. Purchase of building materials or fixtures.

☐ As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: _____.

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of _____ (exempt entity)

☐ As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Heidi Lindberg
Authorized Signature

Heidi Lindberg

Authorized Signature Name (please print)

Business Manager
Title

4/14/2025
Date

**Do not send this certificate to the Nebraska Department of Revenue (DOR). Keep it as part of your records.
Sellers cannot accept incomplete certificates.**

The DOR is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the DOR of any unlawful use of this form.

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. [Contractors](#) complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Neb. Rev. Stat. §§ 77-2704.15, Reg-1-072, United States Government and Federal Corporations](#), and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states or countries; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemptions Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Nebraska Exemption Application for Sales and Use Tax, Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers, watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

Project Proposal

Proposal Number	CP124672
Proposal Type	Owner
Date	1/19/2025

Project: Tekamah-Herman Pocket Tables

Architect:

Bid Date: 1/14/2025 2:00 PM

Proposal For: Inwall Pocket Cafeteria Tables

Tekamah-Herman Schools
112 N 13th St
Tekamah NE 68061**Inwall Pocket Cafeteria Tables****\$89,985.00**

Price to remove existing pocket tables and install new Inwall Pocket Tables.

Manufacture - Palmer Hamilton

Installer - Palmer Hamilton

New Product - 88R031312-BLK
Rough opening needed 84"x57". Increased by Carroll Seating

Quantity - (12)

Lead Time 14-16 Weeks from approved drawings

Project Total: \$89,985.00

Our bid and price are conditioned on the use of the latest edition of AIA document A401 and attached "Rider A" as the terms for any resulting subcontract. An OCIP Policy for primary and noncontributory waiver of subrogation, if required, can be furnished at an additional cost. Please note that the submitted proposal utilizes Commercial General Liability (CGL) endorsements that are equal to CG2010 10/01 and CG2037 10/01. Additional costs up to 0.4%/yr may apply if actual CG2010 10/01 and CG2037 10/01 endorsements are mandated. In the event of any conflict between this proposal and the subcontract document, this proposal shall govern.

Prices quoted are good for 30 days!

If you have any questions concerning our proposal, please contact me.

Levi Curtis
Carroll Seating, Inc
lcurtis@carrollseating.com

**RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR
FOR THE PROJECT KNOWN AS:*****MADE A PART HEREOF AND ATTACHED HERETO***

This Rider contains changes and additions to the above-referenced contract (the "Contract") between **Carroll Seating Company** ("Subcontractor") and **General Contractor** ("Contractor"). To the extent that the terms and conditions of this Rider conflict with terms and conditions of the Contract, the **Rider shall control**.

1. DELIVERY/INSTALLATION: Carroll Seating Company shall not be liable for or chargeable with any delay in or want of performance due to unforeseen circumstances or due to causes beyond its control, including, but not limited to, act of nature, act of any governmental authority, war or armed hostilities, riot or civil disturbance, act of terrorism, labor dispute or disruption, epidemic or global health crisis, power grid or internet disruption, materials shortage or constraint, product unavailability from manufacturer, or transportation delays, and shall be entitled to an appropriate extension of time in the event of any such occurrence.

2. JOBSITE CONDITION: The Contractor warrants that the job site conditions will be prepared and ready to receive materials delivered by **Carroll Seating Company** and that the installation of said materials can commence immediately upon delivery. Unless otherwise agreed to in writing, the cost of unloading materials shall be included in the purchase price set forth in the Contract. Should the job site conditions be cause for delay for **Carroll Seating Company** to begin installation of materials, or delay in delivering materials, the Contractor agrees to pay an additional sum of money to cover all extra expenses necessary for extra (double) handling, moving, demurrage, or storage charges of materials. Architectural woodwork shall not be subjected to extremes of temperature and humidity. Relative humidity shall not be less than 25% or more than 55% under normal conditions. In any event, relative humidity and temperature during the time of installation should remain within the range to be maintained during occupancy. Relative humidity below 20% and above 80% is harmful to wood and wood products.

3. PRICING BASED ON DELIVERY DATE/ESCALATION: The Contractor shall not change the delivery date once materials have been scheduled for production and must give the Subcontractor written notice of a change in delivery date at least 90 days in advance from the original agreed upon scheduled delivery date. If the Contractor issues a change order causing a delivery date beyond 30 days from the originally scheduled delivery date the new delivery date shall constitute a new agreement in determining the appropriate change in the cost of materials and labor.

4. RETENTION CLAUSE: The retainage percentage withheld by the Contractor from progress payments to **Carroll Seating Company** shall not exceed the retainage percentage withheld by the Owner in its payment to the Contractor.

5. MECHANICS LIEN CLAUSES: **Carroll Seating Company** shall retain the right to assert mechanics' lien(s) for work that it has performed. Nothing in the Contract or this Rider shall be construed as a waiver of **Carroll Seating Company's** right to assert mechanics' lien(s) should the Contractor fail to pay **Carroll Seating Company** for the work performed.

6. OSHA CLAUSES: **Carroll Seating Company** shall not be liable for payment of any OSHA fines or penalties or for correction of unsafe working conditions due in part or in whole to acts of commission or omission on the part of the Contractor, Architect, or other subcontractors. Contractor agrees to **Carroll Seating Company** harmless from any such fines, penalties and correction of unsafe working conditions.

7. WAIVERS: **Carroll Seating Company** shall tender mechanics' lien waivers upon receipt of payment for the Work to which such waivers relate. In the event **Carroll Seating Company** submits a waiver before it receives payment the waiver will be held in trust by the Contractor until payment is received by **Carroll Seating Company** and shall not be effective or binding upon **Carroll Seating Company** until **Carroll Seating Company** receives the payment.

8. Notwithstanding any provision of the contract between **Carroll Seating Company** and the Contractor to the contrary, **Carroll Seating Company** shall only be obligated to defend, indemnify or save harmless the Contractor and Owner for such losses, damages, claims and the like for which **Carroll Seating Company** has insurance coverage, and then only to the extent of such insurance coverage.

9. SERVICES: The Contractor shall provide sufficient temporary electric, heat and water for the use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. This includes any temporary heat in areas where any wood products have to be stored on site due to installation areas not being ready.

10. CLEANUP: The Contractor shall provide dumpsters for use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. No dumpster charges shall be accepted by **Carroll Seating Company** unless agreed to in writing.

11. PAYMENT and PERFORMANCE BONDS: Unless the Contract requires **Carroll Seating Company** to obtain payment and/or performance bonds, the Owner and the Contractor shall be responsible for obtaining and paying for such bonds. If the Contract requires **Carroll Seating Company** to obtain payment and/or performance bonds, **Carroll Seating Company** shall obtain such bonds but only pay the premium attributable to the initial contract price. If the premium charged for such bonds increases as a result of changes in the original contract price, the Owner or the Contractor shall pay the increase in the premium. The Owner and the Contractor shall make any requests for payment and performance bonds at least ten days before **Carroll Seating Company** commences work. It is understood **Carroll Seating Company** will only furnish the standard AIA document 311 or 312 Performance Bond.

12. EXTRAS: Contractor shall sign each field "extra work order" for time and material extras to verify hours and materials used. No additional work shall be performed without this "extra work order". Contractor agrees to pay the following rates for extra work.
Carpenters per hour \$ _____
Foreman per hour \$ _____

Contractor also agrees to pay the cost of materials used by **Carroll Seating Company** in the performance of extra work. Payments for extra work orders shall be made in the same manner as payments are made on the contract.

13. BACKCHARGES: Contractor agrees that it will give **Carroll Seating Company** sufficient advance notice, but in no event less than 48 hours in writing to permit **Carroll Seating Company** to correct the work that the Contractor contends warrants a backcharge. The Contractor must have the backcharge signed by the **Carroll Seating Company** project manager. In the event the Contractor does not give sufficient advance notice, the Contractor shall not be entitled to the backcharge. The Contractor agrees that in the event it decides to issue a backcharge, it shall do so within two weeks after the occurrence giving rise to the backcharge.

14. DIMENSION AND DELIVERY INFORMATION: If accurate field dimensions cannot be taken prior to fabrication, the Contractor will sign off to the field measurements per the architects' drawings or manufacturers' shop drawing. This will be done prior to fabrication. Any changes which results in equipment not fitting and requires further attention and costs will be the responsibility of the Contractor.

15. Notwithstanding any provision of the contract between **Carroll Seating Company** and the Contractor to the contrary, **Carroll Seating Company** shall only be obligated to carry and have in force and effect such insurance in such limits as described in the certificate of insurance attached hereto. The General Contractor hereby represents and warrants to **Carroll Seating Company** that the Owner has adequate builder's risk insurance for the project. In no event shall **Carroll Seating Company** waive any rights of subrogation.

16. **Carroll Seating Company** shall only be bound by the terms and provisions of the General Contractor's contract with others if the General Contractor delivers to **Carroll Seating Company** a true, complete and accurate copy of such contract and **Carroll Seating Company**, prior to its execution of this Rider, returns such contract to the General Contractor bearing **Carroll Seating Company's** president's initials on each page thereof; in no event, however, will **Carroll Seating Company** be bound by any "waiver of right to jury trial", "no lien" or "liquidated damages for delay" clauses by other such similar provisions in any contract between the General Contractor and others.

17. Notwithstanding any provision in any subcontract between **Carroll Seating Company** and the General Contractor which states that a condition precedent to the General Contractor's obligation to pay **Carroll Seating Company** is the General Contractor's receipt from others of payment for the work, services or material provided or performed by **Carroll Seating Company**, sometimes referred to as a "pay when paid" or "pay if paid" clause, the General Contractor shall pay **Carroll Seating Company** for all work, service or materials performed or provided by **Carroll Seating Company** within 30 days of **Carroll Seating Company's** invoice to the General Contractor for the same. All past due invoices are subject to a 1½% monthly finance charge, which yields an annual interest rate of 18%.

18. In the event **Carroll Seating Company** must enforce any of the terms and provisions of the contract or this Rider, including but not limited to the General Contractor for any work, service or material described herein, **Carroll Seating Company** shall be entitled to collect from the General Contractor all costs and expenses, including reasonable attorney's fees, it incurs in connection therewith. **Carroll Seating Company** waives subrogation only for loss of tools or its equipment on the jobsite.



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 14th day of April in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Tekamah-Herman Schools, a/k/a Burt County School District 11-0001
112 North 13th Street
Tekamah, Nebraska 68061

and the Contractor:

(Name, legal status, address and other information)

Hausmann Construction, Inc.
8885 Executive Woods Drive
Lincoln, Nebraska 68512

for the following Project:

(Name, location and detailed description)

Tekamah-Herman Schools Elementary Casework Renovation
112 North 12th Street
Tekamah, Nebraska 68061

The Architect:

(Name, legal status, address and other information)

None.

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.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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7	GENERAL PROVISIONS
8	OWNER
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11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

Init.

/

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User Notes:

(1699632236)

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

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work by July 28, 2025.

(Paragraph deleted)

2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's

(Paragraphs deleted)

proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of \$105,301.00.

§ 3.2 The stipulated sum stated above includes an allowance for drywall, paint, and flooring repair in the amount of \$10,000.00.

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.3 Intentionally deleted.

(Paragraphs deleted)

§ 3.4 Intentionally deleted.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:

(Paragraphs deleted)

None.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment, provided that (i) such Application for Payment is received by the Owner by the first Monday of the month so as to be included in the board packet for the next regularly scheduled board meeting, and (ii) such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled

meeting after the Application for Payment is timely received by the Owner shall bear interest at the rate of six (6) percent per annum.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: 10%.

(Paragraph deleted)

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

(Paragraphs deleted)

§ 4.2 Final Payment

§ 4.2.1 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 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor is due and payable thirty (30) days following the Owner's final Certificate for Payment, provided that (i) Contractor's Application for Payment is received by the Owner no later than the first Monday of the month so as to be included in the board packet for the next regularly scheduled board meeting and, (ii) such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of six (6) percent per annum.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to litigation. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation. Any action between the Parties concerning causes of action arising from or related to the Contract must be brought solely and exclusively in a trial court for the county in which the Project is located and within Nebraska; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to the Contract, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2

(Paragraphs deleted)

Intentionally deleted.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

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

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

n/a – Exhibit A defines the Scope of Work

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

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

n/a – Exhibit A defines the Scope of Work

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

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

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

.1 Other Exhibits:

(Paragraph deleted)

[X] Exhibit A, Scope of Work

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. 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 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 Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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 Owner and the Owner'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.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Owner and the Owner'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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's or Owner's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and the Owner's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.7 Knowledge

The terms "knowledge," "recognize," "discovery," and their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission by email

to the Owner at: Tekamah-Herman Public Schools
 Attn: Superintendent
 112 N. 13th St.
 Tekamah, NE 68061
 bkjar@thtigers.org

with a copy to: Coady H. Pruett, District Legal Counsel
 KSB School Law, PC, LLO
 206 S. 13th St., Suite 1100
 Lincoln, NE 68508
 coady@ksbschoollaw.com

to the Contractor at: Dan Ridder
 Hausmann Construction, Inc.
 11627 Virginia Plaza, Suite 106
 La Vista, NE 68128
 danr@hausmannconstruction.com

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally deleted.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 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.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Contractor and the Owner may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

§ 8.4 Extent of the Owner Rights

§ 8.4.1 The rights stated in this Article 8 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.

§ 8.4.2 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 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 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 shall 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 17.2.1, 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 9.1.1.

§ 9.1.2 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 8.1.2, 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 furnished by the Owner, or the work installed by other contractors, is not guaranteed by 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, the Contractor 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

§ 9.1.3 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.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, equipment suppliers, materials suppliers, 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.

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner 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 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 under normal usage. 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.

§ 9.5 Taxes

Owner is a tax-exempt entity under state and/or federal law. Owner will provide Contractor with tax-exempt status documentation upon request.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. 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.

§ 9.6.2 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. 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.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowance. Whenever costs are more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall 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.

§ 9.8.2 The Contractor shall perform the Work in accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. If the Contractor fails to clean up, as provided herein, immediately after a single written request by the Owner or Architect, the Owner shall have the right, but not necessarily the obligation, to proceed in cleaning up the premises and surrounding area and shall be entitled to reimbursement from the Contractor via Construction Change Directive.

§ 9.13 Access to Work

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

§ 9.14 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 harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, and its officers, board members, consultants, agents, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees and expenses, that arise out of, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

- § 10.1** Intentionally deleted.
- § 10.2** Intentionally deleted.
- § 10.3** Intentionally deleted.
- § 10.4** Intentionally deleted.
- § 10.5** Intentionally deleted.
- § 10.6** Intentionally deleted.
- § 10.7** Intentionally deleted.
- § 10.8** Intentionally deleted.

(Paragraph deleted)

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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 the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 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.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by written Construction Change Directive signed by the Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's actual cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Contractor will prepare a Change Order.

§ 13.3 Intentionally deleted.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

§ 13.5 Except as permitted in Section 13.1, 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.

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

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time may 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.

§ 14.6 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, 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 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance 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.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum for each individual line item in the schedule of values.

§ 15.2 Control Estimate

Not Used.

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner requires; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 Intentionally deleted.

§ 15.3.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 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 other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Owner will, within ten (10) 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 Owner determines is properly due, or notify the Contractor of the Owner's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 Not Used.

§ 15.4.3 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 15.4.1. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the parties can agree upon. The Owner 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 Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

Init.

- .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.

§ 15.4.4 When the Contractor disputes the Owner's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than ten (10) 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.

§ 15.5.2 The Owner shall not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 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. .

§ 15.6.2 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 Owner 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.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a

final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. 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.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or 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 costs and reasonable attorneys' fees.

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

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

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

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

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

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

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

(Paragraphs deleted)

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

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

§ 17.1.3 Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.4 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.6 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 17.1.11 The Contractor shall disclose to the Owner in writing any large deductible (at least \$60,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) 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 operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractor's services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

(Paragraph deleted)

§ 17.1.13 The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14

(Paragraph deleted)

Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

§ 17.1.15

All of the coverage limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

§ 17.1.16

The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

§ 17.1.17

The Contractor must require that its subcontractors meet or exceed the minimum insurance requirements in this Contract.

(Table deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis and such coverage shall extend to all materials and supplies to be incorporated into the project. The Owner shall be responsible for paying the deductible of any property insurance in force pursuant to this section. The Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

§ 17.2.2.2 Waiver of Subrogation

(Paragraphs deleted)

§ 17.2.2.2.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.2 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.2.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.2 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.2.3 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. The Owner shall pay the Contractor its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to its consultants and Subcontractors in similar manner.

(Table deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

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.

§ 17.3.2 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 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner 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 Owner's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, 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 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work..

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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.

§ 19.2 Governing Law

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate

time. 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 Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

Bradley Kjar, Superintendent
Tekamah-Herman Schools
112 North 13th Street
Tekamah, Nebraska 68061
(402) 374-2157
bkjar@thtigers.org

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

Dan Ridder, Vice President
11627 Virginia Plaza, Suite 106
La Vista, Nebraska 68128
(402)979-8200
danr@hausmannconstruction.com

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

§ 19.7 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.

§19.8 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.

§ 19.9 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.

§ 19.10 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.

§ 19.11 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.

§ 19.12 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.

§ 19.13 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.

§ 19.14 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.

§ 19.15 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.

§ 19.16 The Contractor acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713

and release public records as defined by law upon request, which may include this Agreement and all records created and maintained in relation to this Contract.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner, 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.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 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.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum is less than all costs of finishing the Work, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contract Sum is greater than all costs of finishing the Work, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of

(Paragraphs deleted)

Subcontracts. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. 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 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Owner but excluding those arising under Section 16.2, shall be referred mutually negotiated among the parties for resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party 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.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

(Paragraphs deleted)

§ 21.9 Continuing Contract Performance

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

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

OWNER *(Signature)*

Bradley Kjar, Superintendent
Tekamah Herman Schools

(Printed name and title)

CONTRACTOR *(Signature)*

Chad Wiles, President
Hausmann Construction, Inc.

(Printed name and title)

Additions and Deletions Report for AIA® Document A104® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:54 ET on 04/14/2025.

PAGE 1

AGREEMENT made as of the 14th day of April in the year 2025

...

Tekamah-Herman Schools, a/k/a Burt County School District 11-0001
112 North 13th Street
Tekamah, Nebraska 68061

...

Hausmann Construction, Inc.
8885 Executive Woods Drive
Lincoln, Nebraska 68512

...

Tekamah-Herman Schools Elementary Casework Renovation
112 North 12th Street
Tekamah, Nebraska 68061

...

None.

PAGE 2

21 CLAIMS AND DISPUTES

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

...

- ☒ [X] The date of this Agreement.
- ☐ [] A date set forth in a notice to proceed issued by the Owner.
- ☐ [] Established as follows:
(~~Insert a date or a means to determine the date of commencement of the Work.~~)

PAGE 3

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire ~~Work~~ Work by July 28, 2025.
(Check the appropriate box and complete the necessary information.)

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

☐ — By the following date: **2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

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

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

§ 3.1 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 one of the following:
(Check the appropriate box.)

☐ — Stipulated Sum, in accordance with Section 3.2 below

☐ — Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ — Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.) proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of \$105,301.00.

§ 3.2 The Stipulated Sum shall be (\$ —), subject to additions and deductions as provided in the Contract Documents. stipulated sum stated above includes an allowance for drywall, paint, and flooring repair in the amount of \$10,000.00.

§ 3.2.1 The Stipulated 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.)

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item

Price

§ 3.3 Cost of the Work Plus Contractor's Fee~~Intentionally deleted.~~

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~Intentionally deleted.~~

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed—(\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on 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.)

§ 3.4.3.3 Unit Prices, if any:

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

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

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

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

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 3.4.3.7~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None.

...

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

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

month.

~~§ 4.1.3 Provided that an~~ Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment, provided that (i) such Application for Payment is received by the ~~Architect~~ not later than the ~~day of a month,~~ the Owner shall make payment of the certified amount to the Contractor not later than the ~~day of the month.~~ If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ~~()~~ days after the Architect receives the Application for Payment. ~~(Federal, state or local laws may require payment within a certain period of time.)~~ Owner by the first Monday of the month so as to be included in the board packet for the next regularly scheduled board meeting, and (ii) such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Application for Payment is timely received by the Owner shall bear interest at the rate of six (6) percent per annum.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: 10%.

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

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

PAGE 4

§ 4.1.5 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.)*

—%

...

§ 4.2.2 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:

is due and payable thirty (30) days following the Owner's final Certificate for Payment, provided that (i) Contractor's Application for Payment is received by the Owner no later than the first Monday of the month so as to be included in the board packet for the next regularly scheduled board meeting and, (ii) such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of six (6) percent per annum.

...

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ — Arbitration pursuant to Section 21.6 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction. All disputes relating to this Agreement shall be resolved pursuant to litigation. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation. Any action between the Parties concerning causes of action arising from or related to the Contract must be brought solely and exclusively in a trial court for the county in which the Project is located and within Nebraska; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to the Contract, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

...

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Intentionally deleted.

PAGE 5

n/a – Exhibit A defines the Scope of Work

...

n/a – Exhibit A defines the Scope of Work

...

(Check all boxes that apply.)

☐ — ~~Exhibit A, Determination of the Cost of the Work.~~ ☒ — Exhibit A, Scope of Work

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)~~

~~[] The Sustainability Plan:~~

...

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

~~[] Supplementary and other Conditions of the Contract:~~

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

...

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. 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 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 Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

PAGE 6

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-Owner~~ and the ~~Architect's-Owner'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.

§ 7.5

~~Ownership and use of Drawings, Specifications and Other Instruments of Service~~Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The ~~Architect-Owner~~ and the ~~Architect's-Owner'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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ~~Architect's or Architect's-Owner's or Owner's~~ consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not

use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect~~ Owner and the ~~Architect's~~ Owner's consultants.

...

§ 7.7 Knowledge

The terms "knowledge," "recognize," "discovery," and their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

PAGE 7

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~ by email

to the Owner at: Tekamah-Herman Public Schools
 Attn: Superintendent
 112 N. 13th St.
 Tekamah, NE 68061
 bkjar@thtigers.org

with a copy to: Coady H. Pruett, District Legal Counsel
 KSB School Law, PC, LLO
 206 S. 13th St., Suite 1100
 Lincoln, NE 68508
 coady@ksbschoollaw.com

~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~ to the Contractor at: Dan Ridder

Hausmann Construction, Inc.
 11627 Virginia Plaza, Suite 106
 La Vista, NE 68128
 danr@hausmannconstruction.com

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to ~~cooperate with the Architect and~~ exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

...

§ 8.1.1 ~~Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such~~

evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately. ~~Intentionally deleted.~~

PAGE 8

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. Contractor and the Architect-Owner may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner-Owner, or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

§ 8.4 Extent of the Owner Rights

§ 8.4.1 The rights stated in this Article 8 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.

§ 8.4.2 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.

...

§ 9.1.1 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 shall 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 17.2.1, 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 9.1.1.

§ 9.1.2 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 8.1.2, 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 furnished by the Owner, or the work installed by other contractors, is not guaranteed by 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, the Contractor 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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§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, ~~Subcontractors~~ Subcontractors, equipment suppliers, materials suppliers, 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.

...

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 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 under normal usage. ~~All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.~~ 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, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~ Owner is a tax-exempt entity under state and/or federal law. Owner will provide Contractor with tax-exempt status documentation upon request.

...

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. 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.

PAGE 10

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the ~~Contract Sum but not in the allowance~~ allowance. Whenever costs are more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

...

§ 9.8.2 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedule submitted to the Owner and Architect.

...

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the ~~Architect~~ Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

...

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner ~~and the Architect~~ will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The ~~Architect~~ Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The ~~Architect's~~ Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

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The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. If the Contractor fails to clean up, as provided herein, immediately after a single written request by the Owner or Architect, the Owner shall have the right, but not necessarily the obligation, to proceed in cleaning up the premises and surrounding area and shall be entitled to reimbursement from the Contractor via Construction Change Directive.

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner ~~and Architect~~ harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the ~~Owner or Architect~~ Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the ~~Architect~~ Owner.

...

§ 9.15.1 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, defend, indemnify, and hold harmless the Owner, and its officers, board members, consultants, agents, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense fees and expenses, that arise out of, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder-liable.~~ Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except

any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

...

~~§ 10.1 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. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.~~

Intentionally deleted.

~~§ 10.2 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.~~

Intentionally deleted.

~~§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~

Intentionally deleted.

~~§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.~~

Intentionally deleted.

~~§ 10.5 Based on the Architect's evaluations of the Work and 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.~~

Intentionally deleted.

~~§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.~~

Intentionally deleted.

~~§ 10.7 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.~~

Intentionally deleted.

~~§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.~~Intentionally deleted.

~~§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

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§ 11.4 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.

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§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the ~~Owner, Contractor, and Architect~~, Owner and Contractor or by written Construction Change Directive signed by the ~~Owner and Architect~~, Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the ~~Owner and Architect~~, Owner, by the Contractor's actual cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The ~~Architect-Owner~~ will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the ~~Architect-Contractor~~ will prepare a Change Order.

§ 13.3 ~~The Architect will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.~~ Intentionally deleted.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and ~~Architect~~ promptly and before conditions are disturbed.

§ 13.5 ~~Except as permitted in Section 13.1, 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.~~

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

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§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.~~ may 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.

§ 14.6 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, 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 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance 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.

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§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect-Owner before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect-Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

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Not Used.

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 — the documents enumerated in Article 6, including all Modifications thereto;
- .2 — a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 — a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 — a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 — a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed

changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect-Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; requires; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee. Intentionally deleted.

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§ 15.4.1 The Architect-Owner will, within seven-ten (10) 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-Owner determines is properly due, or notify the Contractor and Owner of the Architect's-Owner's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 The Architect-Owner 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 15.4.2 cannot be made. If the Architect-Owner. If the Owner is unable to certify payment in the amount of the Application, the Architect-Owner will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect-Owner cannot agree on a revised amount, the Architect-Owner 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 parties can agree upon. The Owner 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-Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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§ 15.4.4 When either party the Contractor disputes the Architect's Owner's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

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§ 15.5.1 The Contractor shall pay each Subcontractor, no later than ~~seven~~ ten (10) 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.

§ 15.5.2 ~~Neither the Owner nor Architect shall~~ The Owner shall not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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§ 15.6.1 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. .

§ 15.6.2 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~~ Owner 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.

§ 15.6.3 Upon receipt of the Contractor's list, the ~~Architect~~ Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the ~~Architect~~ Owner determines that the Work or designated portion thereof is substantially complete, the ~~Architect~~ Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Architect~~ Owner will promptly make such inspection and, when the ~~Architect~~ Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ Owner will promptly issue a final Certificate for Payment stating that to the best of the ~~Architect's~~ Owner's knowledge, information and belief, and on the basis of the ~~Architect's~~ Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 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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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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and

16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or 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 9.15.

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§ 16.2.2 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 16.2.1 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.

§ 16.2.3 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.

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§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. located; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$ —) each occurrence, (\$ —) general aggregate, and (\$ —) One Million Dollars (\$1,000,000) each occurrence,~~ Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

...

.5 the Contractor's indemnity obligations under Section 9.15.

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

§ 17.1.3 Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than ~~(\$ —) per accident, One Million Dollars (\$1,000,000) combined single limit,~~ for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.4 ~~The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under~~

~~Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~ Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

~~§ 17.1.5 Workers' Compensation at statutory limits.~~ Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

~~§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~ Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

~~§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~ One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~ One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$)~~ One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

~~§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.~~

~~§ 17.1.11 The Contractor shall disclose to the Owner in writing any large deductible (at least \$60,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor.~~ The Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 ~~to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) 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 operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04-04. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.13 The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

§ 17.1.15

All of the coverage limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

§ 17.1.16

The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

§ 17.1.17

The Contractor must require that its subcontractors meet or exceed the minimum insurance requirements in this Contract.

Coverage

Limits

PAGE 19

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's

risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees basis and such coverage shall extend to all materials and supplies to be incorporated into the project. The Owner shall be responsible for paying the deductible of any property insurance in force pursuant to this section. The Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

Waiver of Subrogation

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

§ 17.2.2.2.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.2 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.2.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.2 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.2.3 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. The Owner shall pay the Contractor its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to its consultants and Subcontractors in similar manner.

Coverage

Limits

§ 17.3.1 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 the Contract Documents on the date of execution. Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

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.

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§ 18.1 The Contractor shall promptly correct Work rejected by the Architect-Owner 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-Owner's services and expenses made necessary

thereby, shall be at the Contractor's expense, ~~unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense.~~

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of ~~Substantial~~ Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, 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 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.

...

§ 18.5 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18. Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work..~~

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6. All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.~~

...

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. 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~~ Owner timely notice of when and where tests and inspections are to be made so that the ~~Architect~~ Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

PAGE 21

Bradley Kjar, Superintendent
Tekamah-Herman Schools
112 North 13th Street
Tekamah, Nebraska 68061
(402) 374-2157
bkjar@thtigers.org

...

Dan Ridder, Vice President
11627 Virginia Plaza, Suite 106
La Vista, Nebraska 68128
(402) 979-8200
danr@hausmannconstruction.com

...

§ 19.7 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.

§19.8 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.

§ 19.9 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.

§ 19.10 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.

§ 19.11 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.

§ 19.12 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.

§ 19.13 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.

§ 19.14 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.

§ 19.15 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.

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

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If the ~~Architect~~ Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the ~~Owner and the Architect~~ Owner, 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.

...

~~§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.~~

...

~~§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's 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 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.~~ If the unpaid balance of the Contact Sum is less than all costs of finishing the Work, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contact Sum is greater than all costs of finishing the Work, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

...

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

Subcontracts. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. 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.

...

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect-Owner but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute mutually negotiated among the parties for resolution.

...

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect other party 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.

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The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work Work or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, 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).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

§ 21.9 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~**Continuing Contract Performance**

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

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

OWNER (Signature)

Bradley Kjar, Superintendent
Tekamah Herman Schools
(Printed name and title)

CONTRACTOR (Signature)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:05:54 ET on 04/14/2025 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



04/11/2025

Tekamah Casework Budget Clarifications

Inclusions/Clarifications

1. This proposal provides for a budget based on rooms requested to have casework removed and replaced. No drawings provided and final pricing may be subject to change based on final field measurements and shop drawings approved by the Owner.
2. This proposal is based on the Owner providing clear access to the site during construction operations. Contractor has assumed this work will take place in the summer of 2025 school year.
3. The amounts of the Allowances set forth in this document are inclusive of the costs to the Construction Manager for materials and equipment delivered at the site, unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for the stated Allowances. Any costs for each item that exceed the provided Allowance shall be incorporated into the Contract Sum by Change Order.
4. We have not accounted for differing and/or hidden site conditions that vary from the information contained in the drawings and specifications, or project soils report.
5. Contract terms are TBD.
6. Taxes are not included.
7. Owner will have the right to keep or dispose of any materials removed.
8. Includes payment bond.
9. Includes casework modifications in grades Kindergarten, 1st, 2nd, 3rd, 4th, 5th, & 6th grade.
10. Includes casework modifications in two (special education / special reading rooms).
11. Includes casework modifications in additional room in connecting corridor marked up on 1964 DLR plan set attached.
12. Includes removal of casework & shelving in 16 classrooms.
13. Includes installation only of uppers and lowers in 16 classrooms indicated on preliminary shop drawings attached.
14. Includes all drywall, flooring, & paint repairs as applies to the removal and replacement of the cabinets.
15. Casework quoted as Wilsonart River Cherry #7937-38
16. Plastic Laminate countertops quoted as Wilsonart Nickel EV #4813-60 or similar.
17. Includes coordination with all Owner supplied Subcontractors.
18. Includes coordination with existing conditions such as A/V, Electrical, Plumbing, etc.

Allowances

- | | |
|-----------------------------------|----------|
| 1. Drywall/Paint/Flooring Repair: | \$10,000 |
|-----------------------------------|----------|

Exclusions

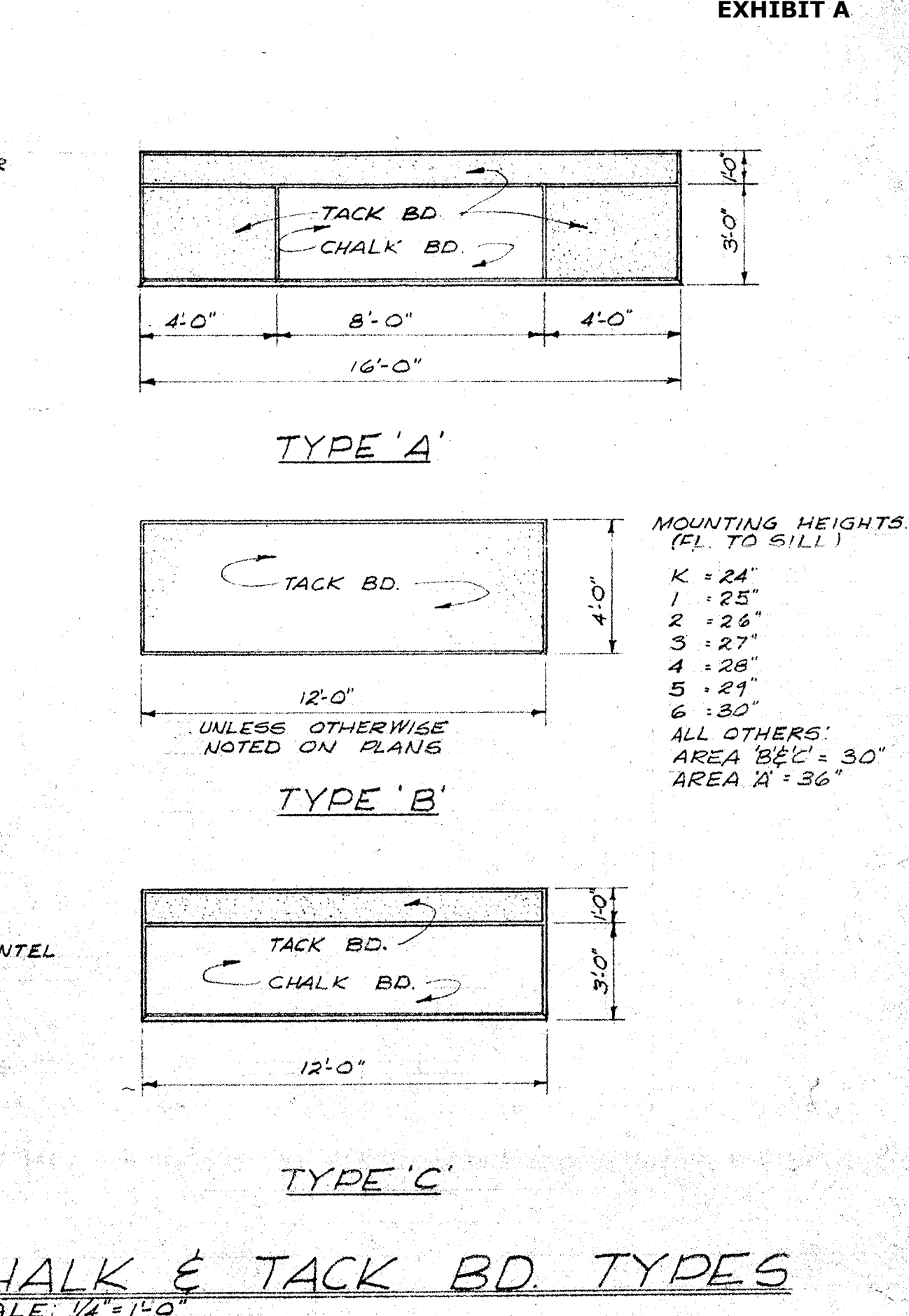
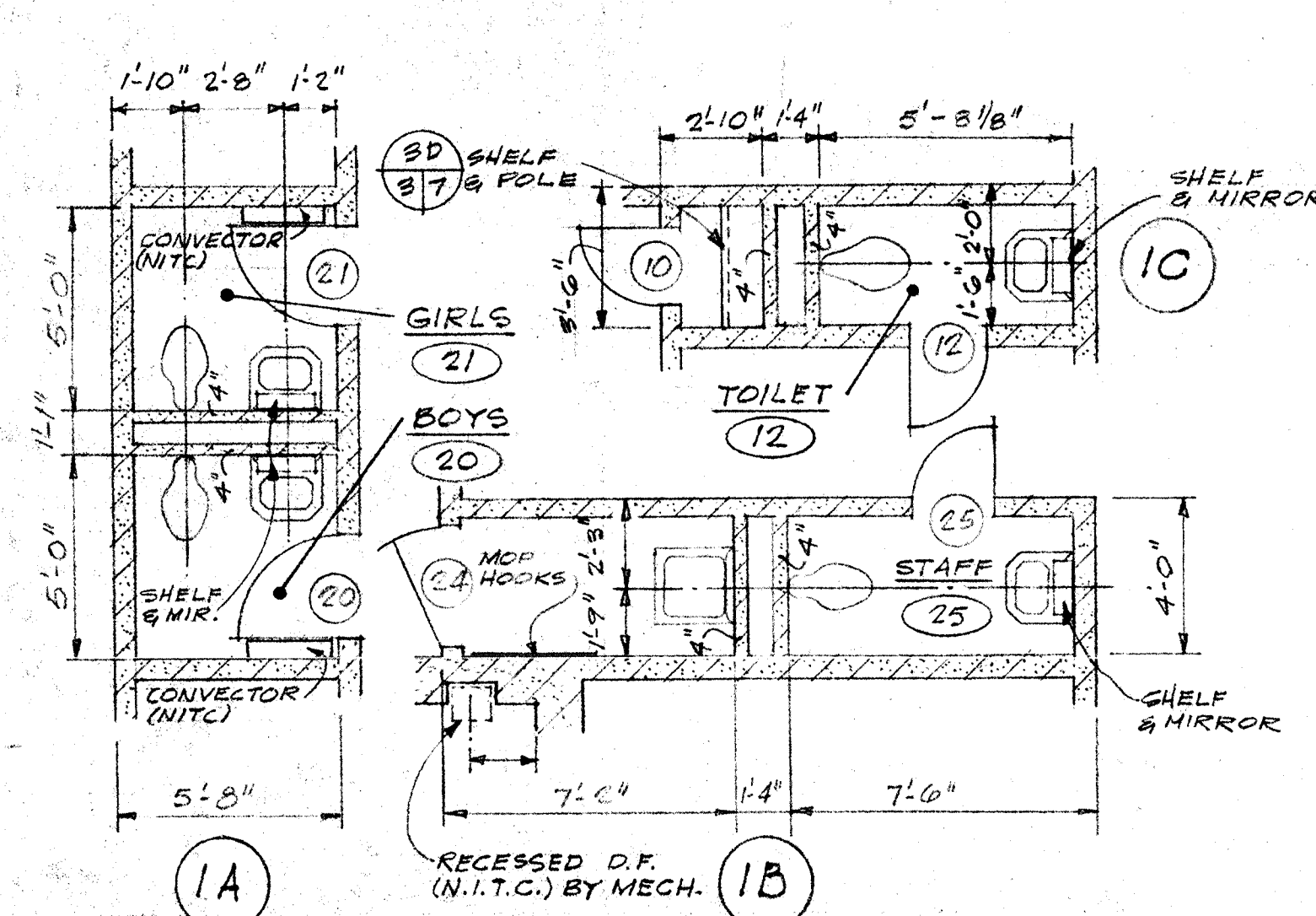
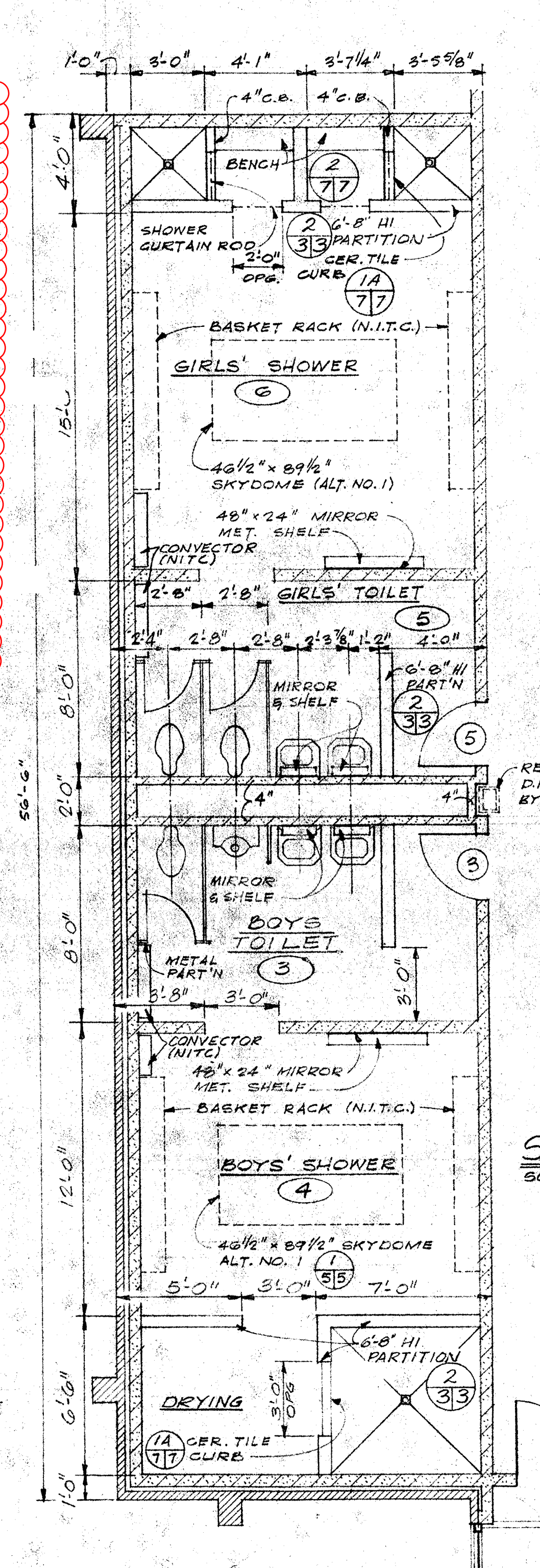


04/11/2025

1. Casework & Hardware Supply
2. Plumbing Supply, Install, or Modifications.
3. Electrical Supply, Install, or Modifications.
4. Owner soft costs
5. Building permit
6. Financing costs
7. Moving expenses
8. Monitoring or testing of hazardous materials
9. Special testing, quality control testing, and inspection services
10. Additional backing. Assumes casework will be installed where removed.
11. Guard services, CCTV, Webcams, or security services
12. Artwork, furnishings, or displays
13. Televisions, computers, business equipment, and accessories
14. Architect, engineer, or consultant fees
15. Asbestos, lead paint, or hazardous material remediation
16. Owner Furnish/ Owner Installed Equipment

List Plans & Specifications

1. None provided.



GENERAL NOTES

1. PATCH ALL REMODELED AREAS TO MATCH
EXISTING CONDITIONS

2. VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS

3. ALL CONC BLK IS 6" UNLESS OTHERWISE NOTED.

A. ALL CONC. BLK IS RUNNING BOND UNLESS OTHERWISE NOTED.

5. ALL CONC. BLK. IS REGULAR WEIGHT EXCEPT GYMNASIUM WHICH SHALL BE LIGHT WEIGHT FROM 6'-0" ABOVE THE FLOOR TO ROOF.

6ALL CONC BLK WALLS SHALL EXTEND TO
STRUCTURAL ROOF DECK UNLESS OTHERWISE
NOTED

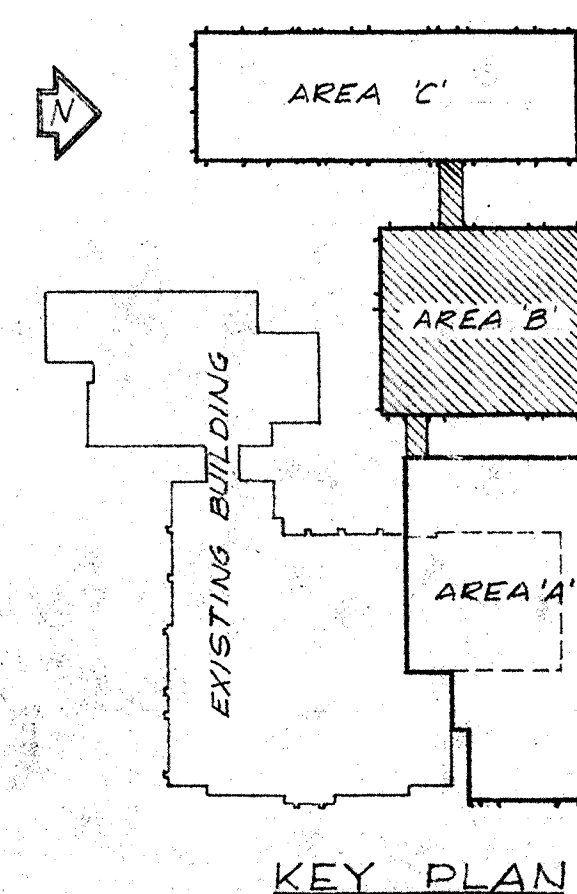
7 FLOOR SLABS SHALL NOT BE POURED
UNTIL WALLS AND ROOF ARE ERECTED

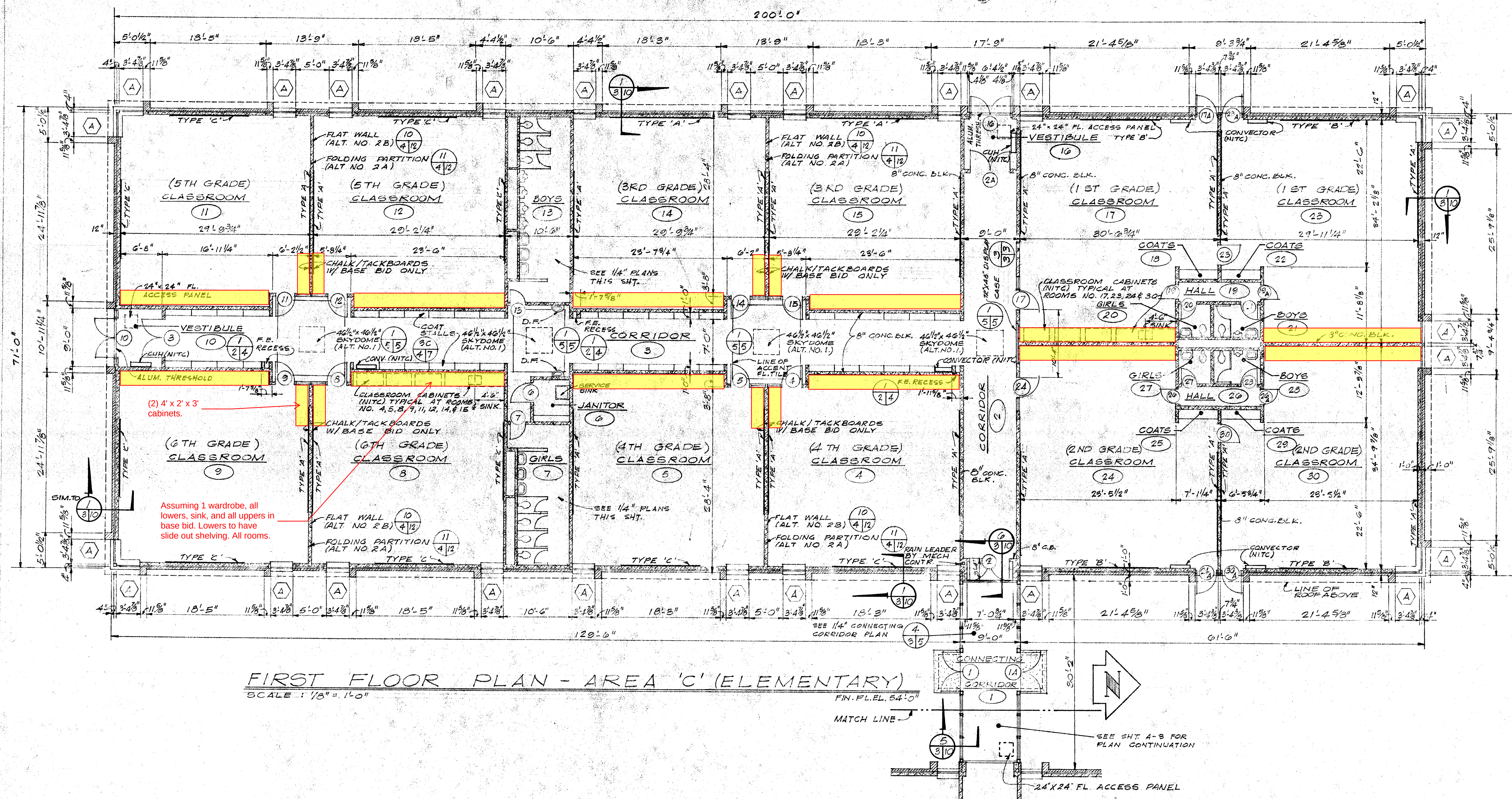
FIRST FLOOR PLAN - AREA 'B' (MULTI-PURPOSE)
SCALE: 1/8" = 1'-0" FIN. FL. EL. 54'-0"

NOTE: CARPET WHERE SCHEDULED BELOW IS NOT IN THIS CONTRACT (NITC)

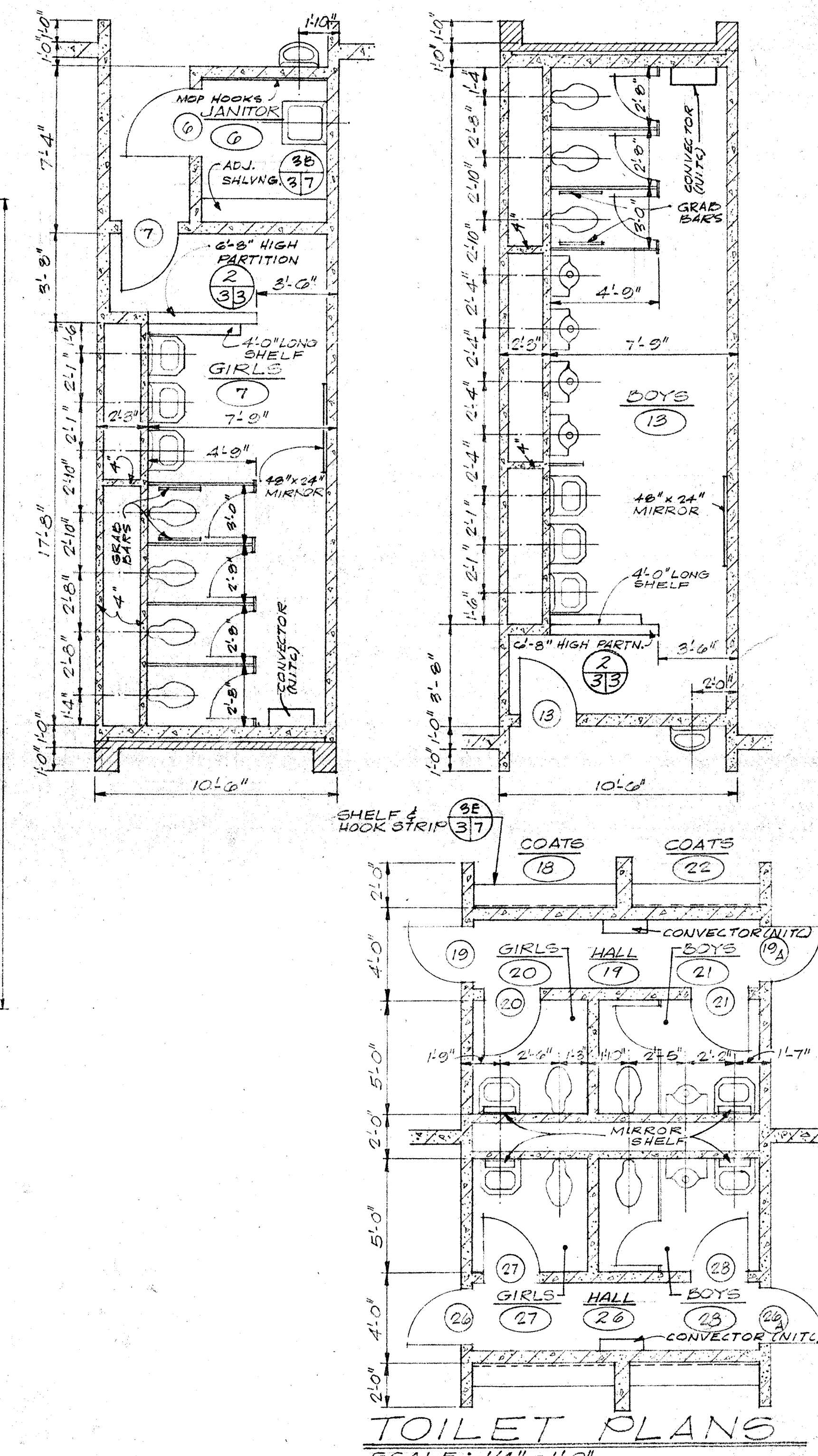
ROOM					FINISH				SCHEDULE				(AREA 'B')	
ROOM NO.	ROOM NAME	FLOOR		BASE	WNSCT	WALLS			CEILING		REMARKS			
		SUB-FL.	FINISH			NORTH	SOUTH	EAST	WEST	MATERIAL		HT.		
1	CONNECTING CORRIDOR	CONC	CF	VINYL	NONE	GLASS	GLASS		CONC BLK	AL PANEL	9'-0"			
2	CORRIDOR	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
3	BOYS TOILET	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PAU	9'-0"	GLAZED PAINT ON		
4	BOYS SHOWERS	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PAU	9'-0"	GLAZED PAINT ON		
5	GIRLS TOILET	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PAU	9'-0"	GLAZED PAINT ON		
6	GIRLS SHOWERS	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PAU	9'-0"	GLAZED PAINT ON		
7	SPECIAL EDUCATION	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
8	CORRIDOR	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
9	PRINCIPAL	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
10	CLOSET	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
11	HEALTH	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
12	TOILET	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	GLAZED PAINT ON		
13	CORRIDOR	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
14	SPECIAL READING	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
15	LIBRARY	CONC	CARPET	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
16	OFFICE	CONC	CARPET	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
17	VIDEO TAPE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
18	KINDERGARTEN	CONC	CARPET	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
20	BOYS	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	GLAZED PAINT ON		
21	GIRLS	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	GLAZED PAINT ON		
22	VESTIBULE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	GLASS	AC PANEL	9'-0"			
23	ENTRY	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
24	JANITOR	CONC	NONE	NONE	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
25	STAFF TOILET	CONC 2'DEP	CER T	CER T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	GLAZED PAINT ON		
26	STORAGE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
27	STORAGE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"			
28	KITCHEN	CONC 2'DEP	QT	QT	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	METAL PNL	9'-0"	GLAZED PAINT ON		
29	MULTI-PURPOSE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	EXPOSED	—	GLAZED PAINT ON		

DOOR SCHEDULE (AREA 'B')													
DOOR NO.	SIZE			DOOR		FRAME				HDWE		REMARKS	
	W.	H.	T.	TYPE	LOUVER MATERIAL	TYPE	MATERIAL	DET. NO.	SHT. NO.	SET NO.			
	1	PR 3'-0"	6'-8"	1 3/4"	C	---	METAL	B	METAL	4	11	5	'B' LABEL 1 1/2 HR
	3	2'-6"	6'-8"	1 3/4"	C	18"X18"	WOOD	E	METAL	4	11	7	
LK	5	2'-6"	6'-8"	1 3/4"	C	18"X18"	WOOD	B	METAL	4	11	7	
LK	7	3'-0"	6'-8"	1 3/4"	B	---	WOOD	N	METAL	1	12	9	
	9	3'-0"	6'-8"	1 3/4"	B	---	WOOD	O	METAL	2	12	14	
LK	10	2'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	11	
	11	3'-0"	6'-8"	1 3/4"	B	---	WOOD	L	METAL	1	12	13	
	12	2'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	12	UNDERCUT 1"
	13	PR 3'-0"	6'-8"	1 3/4"	A	---	METAL	L	METAL	1	12	6	
	14	3'-0"	6'-8"	1 3/4"	B	---	WOOD	L	METAL	1	12	9	
	15	3'-0"	6'-8"	1 3/4"	B	---	WOOD	L	METAL	1	12	9	
K	16	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	13	
	17	3'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	10	
	17A	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	10	
	18	3'-0"	6'-8"	1 3/4"	B	---	WOOD	N	METAL	1	12	9	
	18A	3'-0"	6'-8"	1 3/4"	B	---	WOOD	N	METAL	1	12	11	
	20	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	12	UNDERCUT 1"
	21	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	12	UNDERCUT 1"
K	22	3'-0"	6'-8"	1 3/4"	D	---	ALUM	E	METAL	5	11	2	
K	23	3'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	11	
	23A	3'-6"	6'-8"	1 3/4"	F	---	METAL	B	METAL	10	11	3	
	24	3'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	10	UNDERCUT 1"
	25	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	12	UNDERCUT 1"
K	26	PR 2'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	15	
	27	3'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	10	
	28	3'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	9	
LK	29	3'-0"	6'-8"	1 3/4"	B	---	WOOD	B	METAL	4	11	9	
'O	29A	(2) 3'-6"	6'-8"	1 3/4"	E	---	WOOD	B	METAL	4	11	10	
	29B	(2) 3'-0"	6'-8"	1 3/4"	C	---	METAL	A	METAL	2	11	2	





FIRST FLOOR PLAN - AREA 'C' (ELEMENTARY)
SCALE: 1/8" = 1'-0" FIN. FILE 54



TOILET PLANS

DOOR SCHEDULE (AREA 'C')												ROOM FINISH SCHEDULE (AREA 'C')														
DOOR NO.	SIZE			DOOR TYPE	DOOR LOUVER	MATERIAL	FRAME		DET. NO.	SHT. NO.	HDWE SET NO.	REMARKS	ROOM NO.	ROOM NAME	FLOOR		BASE	WNSCT	WALLS				CEILING		REMARKS	
	W	H	T				J	MATERIAL							J	MATERIAL			SUB - FL.	FINISH	NORTH	SOUTH	EAST	WEST		MATERIAL
1	PR 3'-0"	6'-8"	1 3/4"	A	---	ALUM	J	METAL	6,7	11	1		1	CONNECTING CORRIDOR	CONC	CF	VINYL	NONE	GLASS	GLASS	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
1A	PR 3'-0"	6'-8"	1 3/4"	D	---	ALUM	J	METAL	9,7	11	1		2	CORRIDOR	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
2	PR 3'-0"	6'-8"	1 3/4"	C	---	METAL	B	METAL	4	11	5	'E' LABEL 1 1/2 HR.	3	CORRIDOR	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
2A	PR 3'-0"	6'-8"	1 3/4"	A	---	METAL	L	METAL	1	12	6		4	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
3	PR 3'-0"	6'-8"	1 3/4"	A	---	METAL	L	METAL	1	12	6		5	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
4	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	3	12	9		6	JANITOR	CONC	NONE	NONE	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
5	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	3	12	9		7	GIRLS	CONC 2'DEP	CER. T	CER. T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PNL	9'-0"	GLAZED PAINT ON CONC BLK	
6	3'-0"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	10	UNDERCUT 1"	8	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
7	2'-6"	6'-8"	1 3/4"	C	18"X18"	WOOD	B	METAL	4	11	7		9	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
8	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	5	12	9		10	VESTIBULE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
9	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	5	12	9		11	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
10	FR 3'-0"	6'-8"	1 3/4"	D	---	ALUM	H	METAL	5	11	1		12	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
11	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	3	12	9		13	BOYS	CONC 2'DEP	CER. T	CER. T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PNL	9'-0"	GLAZED PAINT ON CONC BLK	
12	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	3	12	9		14	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
13	2'-6"	6'-8"	1 3/4"	C	18"X18"	WOOD	B	METAL	4	11	7		15	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
14	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	3	12	9		16	VESTIBULE	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
15	3'-0"	6'-8"	1 3/4"	B	---	WOOD	M	METAL	3	12	9		17	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
16	FR 3'-0"	6'-8"	1 3/4"	D	---	ALUM	G	METAL	5	11	1		18	COATS	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	---	AC PANEL	9'-0"	
17	3'-0"	6'-8"	1 3/4"	B	---	WOOD	N	METAL	1	12	9		19	HALL	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
17A	3'-0"	6'-8"	1 3/4"	D	---	ALUM	F	METAL	5	11	2		20	GIRLS	CONC 2'DEP	CER. T	CER. T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PNL	9'-0"	GLAZED PAINT ON CONC BLK	
19	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	7	UNDERCUT 1"	21	BOYS	CONC 2'DEP	CER. T	CER. T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PNL	9'-0"	GLAZED PAINT ON CONC BLK	
19A	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	7	UNDERCUT 1"	22	COATS	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	---	AC PANEL	9'-0"	
20	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	12	UNDERCUT 1"	23	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
21	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	7	UNDERCUT 1"	24	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
23	3'-0"	6'-8"	1 3/4"	B	---	WOOD	L	METAL	1	12	11		25	COATS	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	---	AC PANEL	9'-0"	
23A	3'-0"	6'-8"	1 3/4"	D	---	ALUM	F	METAL	5	11	2		26	HALL	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
24	3'-0"	6'-8"	1 3/4"	B	---	WOOD	N	METAL	1	12	9		27	GIRLS	CONC 2'DEP	CER. T	CER. T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PNL	9'-0"	GLAZED PAINT ON CONC BLK	
24A	3'-0"	6'-8"	1 3/4"	D	---	ALUM	F	METAL	5	11	2		28	BOYS	CONC 2'DEP	CER. T	CER. T	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	VINYL PNL	9'-0"	GLAZED PAINT ON CONC BLK	
26	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	7	UNDERCUT 1"	29	COATS	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	---	AC PANEL	9'-0"	
26A	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	7	UNDERCUT 1"	30	CLASSROOM	CONC	CF	VINYL	NONE	CONC BLK	CONC BLK	CONC BLK	CONC BLK	CONC BLK	AC PANEL	9'-0"	
27	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	12	UNDERCUT 1"														
28	2'-6"	6'-8"	1 3/4"	C	---	WOOD	B	METAL	4	11	7	UNDERCUT 1"														
30	3'-0"	6'-8"	1 3/4"	B	---	WOOD	L	METAL	1	12	11															
30A	3'-0"	6'-8"	1 3/4"	D	---	ALUM	F	METAL	5	11	2															

A hand-drawn cross-section diagram of a wall. At the top, a horizontal line is labeled "CEILING". Below it, a vertical line is labeled "8'-4\"". To the right of this vertical line, another vertical line is labeled "8'-4\"". A horizontal line is labeled "TO FLOOR". In the center, a rectangular recess is shown. The top of the recess is labeled "8\"". The bottom of the recess is labeled "8'-4\"". The left side of the recess is labeled "PLASTER ALL AROUND INSIDE RECESS WHERE PLASTER IS SCHEDULED FOR WALL". The right side of the recess is labeled "8'-4\"".

FIRE EXTING. RECESS (1
SCALE: 3/4" = 1' - 0" 2)

NOTE: PROVIDE SOLID CONG.
BLOCK FILLER AT HEAD AND
SILL AS REQUIRED.

A-4

HONOR ROLL Survey

East Husker Conference school; Spring 2025

Bancroft-Rosalie

Gold Honor Roll - students maintain an average GPA of 93% (A) or higher for the term

Silver Honor Roll - students maintain an average GPA of 85% (B) or higher for the term

Clarkson

SUPERIOR HONOR ROLL To be eligible for the Superior Honor Roll a student must have an average of 96% or above and cannot have any grade below 77%.*

HONOR ROLL To be eligible for the Honor Roll a student must have an average between 90% – 95.4% and cannot have any grade below 77%.*

HONORABLE MENTION To be eligible for Honorable Mention a student must have an average between 86% – 89.4% and cannot have any grade below 77%.*

*Junior High trimester classes and non-core classes will not be counted when calculating the averages.

Howells-Dodge

The Honor Roll is divided into two parts. Those students who have accumulated a GPA greater than or equal to 96.5% and do not have any grades below 93.5 % will be named to the High Honor Roll. Those students maintaining a GPA greater than or equal to 93.5% are considered to be on the Honor Roll.

Leigh

Students receiving all "A's" will be classified as "A" Honor Roll.

Students receiving no other grade lower than a "B" will be classified as students A-B Honor Roll.

*All class grades are figured the same for honor roll status. However, only courses awarding five credits are computed in the overall student GPA.

Lyons Decatur

Distinction - Students earning all "A's".

Honor Roll- Students earning all "A's" and "B's".

Madison

An honor roll (GPA without weighted classes) will be issued at the end of each semester, for high school only. Students who have at least a 94 average will be eligible for Honor Roll. Those students maintaining a 90-93 average are eligible for honorable mention honor Roll.

North Bend

For a student to be placed on the Honor Roll list, he/she must earn at least a grade average of 93.00%.

Oakland-Craig

The secondary honor roll is divided into two categories. High Honor Roll is for students who have earned all "A's" and Honor Roll is for students who have no grade lower than a "B".

Pender

Principal's Honor Roll: 98-100%

Scholastic Honor Roll: 94-97%

Merit Honor Roll: 90-93%

Scribner-Snyder

Superior Honor Roll is a distinction given to students who maintain a high percentage on all schoolwork. Students that have a 96% or better average, with no grade lower than 93% in any one class are recognized.

Honor Roll is given to students who maintain a 93% or better average with no grade lower than 86% in any one class.

Honorable Mention is given to a student who maintains an average between 86% and 92% with no grade lower than 78% in any one class.

Stanton

Students receiving all "A's" will be classified as students with distinction. (These honor roll students must have an A in each class.)

Students receiving all "A's and B's" in each class will be classified as students on the Honor Roll.

*All class grades are figured the same for honor roll status

Tekamah-Herman

Old policy:

To qualify for the honor roll, students must be enrolled in a minimum of seven (7) classes, four of which must be from the core curriculum of English, mathematics, science, social studies, business education, foreign language, and computer science. Students who earn a semester academic average of 93% or better will qualify for the Distinguished Honor Roll. Students who earn a semester academic average of 90% to 92%, will qualify for Honor Roll.

NEW policy (24-25):

To qualify for the honor roll, students must be enrolled in a minimum of seven (7) classes, four of which must be from the core curriculum of English, mathematics, science, social studies, business education, foreign language, and computer science. Students who earn a semester academic average of 93% or better **with no grade in any class lower than 90%** will qualify for the Distinguished Honor Roll. Students who earn a semester academic average of 90% to 92%, **with no grade in any class lower than a 85%** will qualify for Honor Roll.

Wakefield

The 7-12 Honor Roll is determined by a student earning an 85% or above in all subject areas.
High Honor Roll is determined by a student earning a 93% or above in all subject areas.

West Point

To be eligible for Honor Roll status at West Point-Beemer Middle School-Sr High School, a student must maintain an 87% GPA for the grading period.

The Honor Roll is divided into three parts:

87 - 89.99 % GPA will be named to the Honorable Mention Honor Roll

90 - 93.99 % GPA are considered to be on the Honor Roll

94 – 100 % GPA will be named to the Principal's Honor Roll

*All students must complete at least 30 credit hours of coursework during a semester to be eligible for Honor Roll status.

Wisner-Pilger

Students receiving no grade lower than 93% will be included on the “All ‘A’ Honor Roll.”

Students with a GPA of 90% or higher for the quarter will be included on the “Honor Roll.”

*Band, Choir, PE I, Weight Training, and Drivers Education grades are not calculated in the honor roll.

Safe Return/Stay in School Plan



Tekamah-Herman Community Schools

DRAFT Revised 07-08-2021

Reviewed 12-20-2021

Reviewed 7/11/22

Reviewed 7/10/23

Reviewed 7/8/24

Tekamah-Herman Schools Return to School Plan **2024-2025**

Introduction

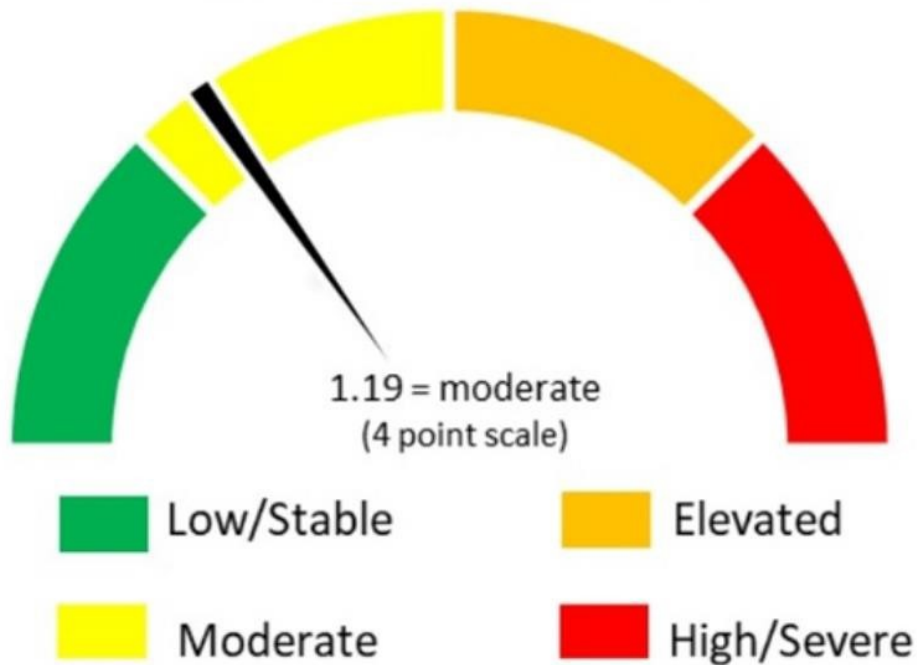
It is the goal of the Tekamah-Herman Schools to start the 2024-2025 school year with 100% of our students in the building, operating normally. **Students and staff have the option to wear masks but are not required to at this time.**

With the help of UNMC and the Elkhorn Logan Valley Public Health Department, the University of Nebraska Medical Center and the Nebraska Department of Education we have developed a return to school plan that will be a working document and subject to change as conditions regarding Covid-19 change. Tekamah-Herman Schools will continue to make key decisions and work in conjunction with the guidelines provided by Elkhorn Logan Valley Public Health Department and Directed Health Measures from the local, state and federal government. As always, the health and safety of students and staff is our number one goal.

If the ELVPHD implements a **County Risk Dial**, Tekamah-Herman Schools will follow these procedures.

Elkhorn Logan Valley Public Health

Risk Dial: Week ended 7/20/20



When we are at the low to moderate risk we can be at 100% capacity and we will take precautions like: masks available, social distancing when we can, hand washing/sanitizing regularly. At this level:

- There is minimal or no known virus spread within the district.
- Staffing is adequate to maintain in-person learning.

When we are in the elevated risk zone, we MAY drop to 50% capacity.

At the orange level we MAY move a portion of the school to remote learning. This decision may be based on the grade levels most affected by the virus. For example, the elementary school may continue in-person learning while the high school goes to remote learning. Factors taken into consideration include, but are not limited to:

- There is a significant amount of students and/or staff out due to illness or quarantine.
- Transmission within the school has been found to be likely.
- Staffing may not be adequate to maintain normal in-person school routines.

If the district moves to 50% in-person learning we will proceed as follows:

- Students with IEP's may still come to school on a regular basis as needed to receive the services outlined in the IEP.
- We will continue to take precautions known to slow the spread like wearing a mask, social distancing, and frequent hand washing/sanitizing.

When we are in the High/Severe risk zone, we MAY move to remote learning at all grade levels.

Factors taken into consideration include, but are not limited to:

- There is significant amount of students and staff throughout the building that have been ill.
- Transmission or an outbreak within the school has been found to be likely.
- Staffing is not adequate to maintain normal in-person school routines.

If the district moves to remote learning we will proceed as follows:

- All students will have a device.
- Canvas will be used as the main platform for the delivery of instruction.

It is entirely plausible that we will be going back and forth from in person instruction to remote learning multiple times during the school year.

Masks/Face Coverings

Tekamah-Herman Schools will have available washable cloth masks for students and staff who choose to wear a mask. Students and staff may provide their own school-appropriate mask.

The decision to require masks for staff and students may be determined for the following reasons:

- Experts in the field of infectious disease report that it prevents the spread of Covid19 and/or the need to quarantine.
- It is difficult to maintain a six-foot social distance in schools.
- Masks give us the best opportunity to stay in an “at school” capacity.

Some students may have a medical reason for not wearing one. We will work with parents and their health care providers in those situations. Parents should make arrangements with the principal in the building that student attends. Reasons for an exemption may include:

- A reasonable accommodation for a student with a verified disability.
- The IEP team determines that wearing a mask would interfere with a student’s ability to receive services.

Screening Students

- Parents should screen students daily at home.
- If a student is ill or is symptomatic, they should stay home from school.

Hygiene/Building Maintenance

- Hand sanitizing stations will be at the entrance doors and lunchroom. Additionally, hand sanitizer will be available in each classroom.

- Staff will continually disinfect high traffic areas and commonly touched items throughout the day.
- The school has purchased electrostatic sanitizing devices that will be used regularly in high traffic areas and to mitigate large areas when needed.
- The district also has the capacity to contract with outside vendors if the entire campus needs to be disinfected.

Daily Routine

- Students will not be allowed to enter the building for school until 7:45 AM.
- Students will enter the building and report to their home room or first period class.

Transportation

- We will still run two buses to and from Herman every day.
- There will be assigned seats on the bus.
- Masks may be worn in all Tekamah-Herman vehicles while transporting students.

Meal Service

- All lunch items will be placed on the student's tray by school staff.
- A staff member will enter the students' lunch numbers into the computer system.
- Ala Carte items will not be available.
- Students will sit staggered at the lunch tables.
- Time will be allowed between groups of students for tables to be sanitized before the next group enters the cafeteria.

Tekamah-Herman Board Meeting
Elementary Report

4/14/25

Staff and Student Recognition

- Students of the month for March were: Blaze Kelley, Libby McCluskey, Sadie Pettit, Braedyen Monter, Ethan Nun, Hazel Kahlandt, Brooklyn Jansen, Colby Schuett, Ainsley Eriksen, Emma Modlin, Sarah Thomas, Easton Dorn, Kadence Kazemba, Aurora Russell, Lexi Monif.
- After returning to school from the spring snowstorm in March our 5th and 6th grade students spent time picking up debris at the Burt County Power building and the park here in town. Thanks to Abra Bridges, Deanna Goodwin, Holly Loftis and Julie Flesichman for organizing students for this community service.

Principal's Report

- Our enrollment for March was 284 students PK-6. We had three students transfer out of the district.
- In March our MTSS/PBiS Tier I Team continued to support our focus on behavioral expectations for students, and we had our first ever “double Paw” week. Our staff did a great job of keeping students excited about earning Paws, and it was a record number of about 1,000 paws earned by our students!

Tekamah-Herman Board Meeting
Secondary Report

4/14/25

Staff and Student Recognition

- State FFA
State Proficiency awards were as follows:
 - Tate Pruess- Diversified Agriculture Production- Bronze
 - Levi Blackford- Swine Entrepreneurship- Bronze
 - Levi Blackford- Ag Sales- Silver
 - Parke Loftis- Goat Production- Bronze
 - Jager Leichter- Wildlife Management and Production- State Champion and National Qualifier
- Agriscience Fair State Qualifiers:
 - Grady Beltrage- Plant Systems- Division 5- Bronze
 - Isabella Roche- Animal System- Division 5- State Runner- Up and Gold
- 10 State Degrees:
 - Levi Blackford, Cole Booth, Jessen Booth, Brie Hemmingsen, Laney Hoier, Spencer Pagels, Dylan Petersen, Tate Pruess, Isabella Roche, Tristan Tobin.
- NSAA Academic All-State, Winter activities:
 - B BB: Grady Beltrage, Dylan Peterson; G BB: Brooklyn Olson, Emily Stansberry; B WR: Owen Larson, Ryan Roche; G WR: Isabella Evasic, Edyn Goodwin
- State FBLA participants:
 - Brock Paul, Addison Mills, Aspen Arnold, Brooklynn Olson, Emily Stansberry, Carsyn Magill, Cassidy Magill, Josie Brodersen, Cameron Brummond, Aisley Walpole
- EHC Basketball
 - All-Conference 3rd team: Brody Rogers; Honorable Mention: Griffin Breckenridge
- Golden Sower Challenge
 - Jersey Nathan, Emily Loftis, Mia Santiago, Cooper Kjar, Brody Bromm, Sophie Vosik, Savannah Duvall, Makenna Miller, Payton Olson, Harley Hansen, Georgia Johnson, Kaylee Raue

Principal's Report

- ACT test
- State (NSCAS) testing for jr. high
- Athletic Banquet, April 21
- Honors Convocation, April 23
- District Music contest, April 25
- Graduation, May 10