

Board of Education Regular Meeting
Monday, May 11, 2026 7:00 PM
Notice of the meeting was posted in the Henderson News
on May 7, 2026.

Conference Room
1501 Front St
Henderson, NE 68371-8929

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

AGENDA

1. **Preliminary Procedures**

1.1. Call to Order

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

2. **Public Comments On Agenda Items**

Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. **Reports**

3.1. Superintendent's Report

3.2. Principals' Reports

4. **Discussion Items**

4.1. Building / Construction Update

4.2. Discuss K-6 Playground Project Bids

4.3. Discuss K-12 Social Studies Materials Replacement / Update For 26-27

4.4. Discuss Weight Room Community Access Guidelines

5. **Action Items**

5.1. Approve Social Studies Materials Update Purchase

5.2. Approve K-6 Playground Project Bid

6. Future Agenda Items

6.1. Regular June Meeting: Monday, June 8th @ 7 PM

7. Consent Agenda

7.1. Approval of Minutes

7.1.1. *Regular Meeting: April 13, 2026*

7.2. Approval of Claims

7.3. Financial Reports

7.4. Approve Out-Of-State Over-Night Travel For National FBLA Conference

8. Public Comments On Items Not On The Agenda

Public comment on items not included on the agenda. Public comment may be limited to a total of 10 minutes, individuals will be limited to 2 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

9. Adjournment

Principal's Report

Student Honors-

- Awards Night was successful. We have some amazing students!
<https://tinyurl.com/3efz3yrk>
- Academic Signing; 22 students received an academic scholarship from the college they will be attending. <https://tinyurl.com/3erfhtmlc>
- Graduation is May 10 @ 2:00 p.m.
 - 30 graduates
- Art
 - The Art Show was a success! The artwork on display was amazing.
- FBLA
 - Tara Buzek
 - 2nd Place Advanced Accounting
 - 3rd Place Business Communication
 - 10th Place Public Speaking (Final)
 - Kate Haidle
 - 2nd Place Accounting
 - 6th Place Intro. to Business Communication
 - Brooks Burgess
 - 3rd Intro. to Retail and Management
 - Kali Barta and Sophie Minary
 - 8th Place Graphic Design
 - The following students won Honorable Mention awards which recognized those who placed in the top 4% of each competitive event:
 - Tara Buzek
 - Personal Finance
 - Mia Hiebner
 - Advanced Accounting

**Tara Buzek earned Who's Who in Nebraska FBLA for our chapter.

- District Music Contest

<u>EVENT</u>	<u>SOLOIST/ENSEMBLE</u>	<u>RATING</u>	
Vocal Solo	Daniel Vasquez	I	Honorable Mention
Vocal Solo	Hayden Perez	I	
Vocal Solo	Katelyn Franz	I	
Vocal Duet #1	Dente/Goertzen	I	
Vocal Solo	Alexis Inglsbee	I	
Vocal Solo	Hayden Powers	I	Honorable Mention
Vocal Trio	Katelyn Franz, Faith Hiebner, Mia Hiebner	I	Honorable Mention
Vocal Solo	Katelyn Franz	I	
Vocal Duet #1	Dente/Goertzen	I	
Vocal Solo	Alexis Inglsbee	I	
Clarinet Solo	Tara Buzek	I	
Flute Solo	Meggan Friesen	I	
Snare Solo	Braden Janzen	I	Outstanding Performer
Tuba Solo	Leo McCormick	I	
Small Instr.	Woodwind Choir	I	
Small Instr.	Brass Choir	I	
Large Instr.	Concert Band	I	
Large Instr.	Jazz Band	I	
Large Vocal	Mixed Chorus	I	
Large Vocal	Treble Chorus	I	
Large Vocal	Bass Chorus	I	

Rating Scale: I - Superior
 II - Excellent
 III - Good
 IV - Fair
 V - Poor

BID FORM
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: \$ 495,300.00

Four hundred ninety five thousand . Three hundred ⁰⁰/₁₀₀ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda:

Acknowledge receipt of Addenda No. 1

Date 05/04/2026

And have included the provisions of these Addenda, if any, in my bid. Initials ST

Voluntary Substitutions

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment in Bid</u>
<u>TR2-36" trench drain</u>	<u>TUF-Tite</u>	add / <u>deduct</u> \$ <u>7,300</u>
_____	_____	add / deduct \$ _____

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder: Duncan Theis Construction, Inc.
(Company)

By: [Signature] Date: 5/7/2026
(Signature)

Name: Scott Theis Phone #: 308-224-0340

Email Address: stheis@duncantheisconstruction.com

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Duncan Theis Construction Inc.
1740 West Highway 40, Kearney, NE 68845

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Heartland Community Schools

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Heartland Community Schools East Playground
1501 Front Street, Henderson, NE 68371

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2026

[Signature]
Witness

Duncan Theis Construction Inc.
Principal (Seal)
By: [Signature], Principal
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety
By: [Signature]
Debra A. Waltemath Attorney-in-Fact



★ ★ ★ ★ ★
OLD REPUBLIC SURETY COMPANY
★ ★ ★ ★ ★

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID A. CHALLY, DEBRA A. WALTERMATH, JONI PAULSEN, OF KEARNEY, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of JUNE, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JUNE, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0818



Signed and sealed at the City of Brookfield, WI this 4th day of May 2026

Karen J. Haffner

Assistant Secretary

BARNEY INSURANCE, INC.



DUNCTHE-01

DWALTEMATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney Insurance, Inc. 5508 Ave. N Kearney, NE 68847	CONTACT NAME: Tim Highbanks	
	PHONE (A/C, No, Ext): (308) 217-0407	FAX (A/C, No):
	E-MAIL ADDRESS: thighbanks@barneyinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Duncan Theis Construction, Inc 1740 West Highway 40 Kearney, NE 68845	INSURER A: Continental Western Group	10804
	INSURER B: Acadia	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPA3244895-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WCA3244936-26	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Aggregate limits shown were in effect at policy inception date.

RE: Bid for Heartland Community Schools East Playground

CERTIFICATE HOLDER

CANCELLATION

Heartland Community Schools
1501 Front Street
Henderson, NE 68371

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**INVITATION TO BID
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site. The project location is Heartland Community Schools, 1501 Front St., Henderson, NE 68371. Limited access to the project site will begin during the week of May 11, 2026, with full access to the site beginning on or about May 21, 2026. Substantial completion must be achieved by August 7, 2026.
2. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.
3. **BID SUBMISSION AND OPENING.** Bids must be made on the bid form contained in the Bidding Documents. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. Bids will be received until 1:30 pm local time on May 7, 2026, at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives. E-mail, facsimile, electronic, or telephone bids are not allowed. Any bid received after the deadline will not be opened or considered, and will be returned to bidder.
4. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.
5. **BIDDING DOCUMENTS AND BID INSTRUCTIONS.** On and after April 15, 2026, the Bidding Documents and bid instructions may be obtained as follows:
 - a. **PDF Documents.** Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.
 - b. **Viewing Procurement and Contracting Documents.** Examine at the locations below:
 - i. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516

- ii. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
- iii. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
- iv. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
- v. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
- vi. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
- vii. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
- viii. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
- ix. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
- x. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
- xi. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104
- xii. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104

c. **Plan Room Website:** www.clarkenersen.com/plan-room

- i. Click on project title to view/download the following:
 - 1. Plan Holders List
 - 2. Addenda
 - a. Registered plan holders will still automatically receive Addenda via email.

6. **INQUIRIES.** All questions, inquiries, or requests for clarification or site inspection should be submitted in writing to planroom@clarkenersen.com.

**INSTRUCTIONS TO BIDDERS
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site.
 - A. **Scope and Nature.** Among other components, the project consists of construction of new playground facilities, including related infrastructure and/or improvements, as shown in more detail in the plans, drawings, and specifications prepared by Architect Clark & Enersen.
 - B. **Site.** Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
 - C. **Schedule.**
 - (1) Limited Access to Project Site: Week of May 11, 2026
 - (2) Full Access to Project Site: On or about May 21, 2026
 - (3) Substantial Completion: August 7, 2026

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **DEFINITIONS.**

- A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidders (and any supplementary instructions); the bid form and any other bidding forms; the unexecuted form of Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended; the Project Manual; and any Drawings, Specifications, Addenda, and all other documents listed in these Instructions to Bidder.
- B. Definitions set forth in other Proposed Contract Documents apply to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect or School District, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Base Bid Work described in the Bidding Documents.
 - F. The Alternate Bid (or Alternate) is the sum stated in the Bid for which the Bidder offers to perform the Work reflected for the Alternate in the Bidding Documents. On this project, the Alternate Work is in lieu of the Base Bid Work in the same locations. A Bidder may submit a Bid for the Base Bid, for the Alternative Bid, or both. A submission for the Base Bid is not required in order to submit an Alternate Bid. Notwithstanding the foregoing, all Bids must include all work where no alternatives are shown (e.g., coping, etc.).
 - G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
 - H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
3. **BIDDER'S REPRESENTATIONS AND NOTICE.** By submitting a bid, the Bidder represents and agrees that:
- A. The Bidder has read and understands the Bidding Documents;
 - B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
 - C. The Bid complies with the Bidding Documents;
 - D. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
 - E. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
 - F. The Bidder has read and understands the provisions set forth in the Bidding Documents, including without limitation the AIA A104-2017, as amended by the School District;
 - G. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective

employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and

- H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

4. **BIDDING DOCUMENTS.**

- A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the School District nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The Bidding Documents may be obtained as follows:

- (1) PDF Documents. Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.
- (2) Viewing Procurement and Contracting Documents. Examine at the locations below:
 - a. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516
 - b. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
 - c. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
 - d. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
 - e. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
 - f. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
 - g. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
 - h. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
 - i. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
 - j. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
 - k. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104

- I. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104
- (3) **Plan Room Website:** www.clarkenersen.com/plan-room
 - a. Click on project title to view/download the following:
 - a. Plan Holders List
 - b. Addenda
 - i. Registered plan holders will still automatically receive Addenda via email.
- B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder in writing to the Architect at planroom@clarkenersen.com, and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
- C. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.
- D. Addenda will be transmitted to Bidders known by the School District to have received complete Bidding Documents.
- E. Addenda will be available from the School District.
- F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- G. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- H. **Substitution of Materials.** All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the School District a list of the same which it proposes to furnish. The opinion of the School District and/or the School District's representative shall be sole and final judge as to the suitability or equality of substituted items.

5. **BIDDING PROCEDURES.**

A. **Preparation of Bids.**

- (1) Bids must be submitted on the forms included with or identified in the Bidding Documents.
- (2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.
- (3) Sums must be expressed in numbers unless noted otherwise on the bid form.
- (4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- (5) All requested Alternates, if any, must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
- (6) Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- (7) Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.
- (8) A Bidder shall incur all costs associated with the preparation of its Bid.

- B. **Bid Security.** The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the School District on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the School District would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the

required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. Bid Submission.

- (1) Bids must be made on the bid form enclosed. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. E-mail, facsimile, electronic, or telephone bids will not be accepted.
- (2) The lower left corner of the sealed envelope should read as follows:

BID ENCLOSED
East Playground Project
Heartland Community Schools

- (3) Bids will be received until 1:30 pm local time on May 7, 2026.
- (4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.
- (5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Modification or Withdrawal of Bids.

- (1) Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the Superintendent of the Schools. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- (2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- (3) After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the School District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the

reasonable satisfaction of the School District, the Bid shall be withdrawn if allowed by the School District.

- (4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of thirty (30) days following the opening of Bids.

- 6. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.

7. **CONSIDERATION OF BIDS.**

- A. **Opening of Bids.** Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 1:30 pm local time on May 7, 2026, or as soon as possible thereafter, at Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
- B. **Awarding of Bid.** The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.
- C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.
- D. **Contact with Bidders.** The School District reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.
- E. **Preference for Resident Bidder.** In accordance with NEB. REV. STAT. § 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.
- F. **Qualification of Bidders.** The School District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the School District all such information and data for this purpose as the School District may request. The School District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to

satisfy the School District that such Bidder is properly qualified to carry out the obligations of the plans or specifications and to complete the work contemplated therein.

- G. **Disqualification of Bidders.** Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:
- (1) The School District has reason to believe that Bidder has engaged in collusion.
 - (2) The Bidder being interested in any litigation against the School District.
 - (3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.
 - (4) The Bidder has uncompleted work which, in the judgment of the School District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.
 - (5) The Bidder has not been in the business for at least five years.
- H. Unless otherwise prohibited by law, the School District may accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- I. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the School District in writing.
- J. **Rejection Bids and Waiver of Informalities.** The School District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract. The School District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

8. **SALES AND USE TAX EXEMPTION.** The School District is exempt from any sales and use tax. See 316 NEB. ADMIN. CODE § 1-092.01. Bids shall not include, and the School District will not pay, any sales or use tax on this Project. The School District will provide the successful bidder with applicable sales tax exemption certificates upon written request.
9. **BONDS AND INSURANCE.**
- A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.
 - B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.
 - C. The Contractor shall procure and maintain Commercial General Liability, Business Automobile Liability, Workers' Compensation Insurance, Employers' Liability Insurance, Commercial Umbrella/Excess Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.
 - D. The cost of such bonds and insurance must be included in the Bid.
 - E. **Time of Delivery and Form of Bonds.**
 - (1) The Bidder must deliver the required bonds to the School District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the School District that such bonds will be furnished and delivered as required by these Instructions.
 - (2) The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the School District.
 - (3) The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the School District and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

- (4) The bonds shall be dated on or after the date of the Contract.
 - (5) The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.
- 10. **REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.
- 11. **POST-BID INFORMATION.**
 - A. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the School District:
 - (1) A designation of the Work to be performed with the Bidder's own forces;
 - (2) Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
 - (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - B. The Bidder will be required to establish to the satisfaction of the Architect and/or School District the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - C. Prior to the execution of the Contract, the Architect or School District will notify the Bidder if either the School District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the School District or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The School District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

- D. Persons and entities proposed by the Bidder and to whom the School District and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the School District and Architect.
12. **INQUIRIES.** Submit all questions, inquiries, or requests for clarification or site inspection in writing to the Architect at planroom@clarkenersen.com.

BID FORM
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: \$ _____

_____ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda:

Acknowledge receipt of Addenda No. _____, _____, _____,

Date _____, _____, _____,

And have included the provisions of these Addenda, if any, in my bid. Initials _____

Voluntary Substitutions

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment in Bid</u>
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder: _____
(Company)

By: _____ Date: _____
(Signature)

Name: _____ Phone #: _____

Email Address: _____

 AIA® Document A104® – 2017***Standard Abbreviated Form of Agreement Between Owner and Contractor***

AGREEMENT made as of the 11th day of May in the year 2026

BETWEEN the Owner:

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

and the Contractor:

TBD

for the following Project:

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

The Architect:

Clark & Enersen, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Attn: Tim Ripp, AIA
(402) 477-9291
tim.ripp@clarkenersen.com

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by 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 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 the following date: August 7, 2026.

§ 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 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's 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 \$ [REDACTED].

§ 3.2 The Contract Sum includes the following allowance(s):
(Identify each allowance.)

Item	Price
Contingency Allowance	\$25,000.00

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- (i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.
- (ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 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 that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 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%.

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.

§ 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.)

Twelve Percent (12 %) per annum

§ 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 receipt from Architect of the final Certificate for Payment, provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution and Choice of Forum

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

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 Intentionally deleted.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
§ 6.1.4 The Specifications:			

Specifications prepared by Clark & Enersen.

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

Drawings prepared by Clark & Enersen.

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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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:
- .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 Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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

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

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Intentionally deleted.

§ 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: Jeremy Klein, Superintendent
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
jklein@heartlandschools.net

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

to the Contractor at: **TBD**

and to the Architect at: Tim Ripp, AIA

Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
tim.ripp@clarkenersen.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 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.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 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.

§ 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. The Architect 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 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.

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 issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, 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 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 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. 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

The Owner is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written 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.

§ 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. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses.

§ 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 Architect 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.

§ 9.9.2 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 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 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 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.

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, 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 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 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.

§ 10.2 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

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, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. 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, by the Contractor's 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 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 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.

§ 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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 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 Architect 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 Architect. 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.

§ 15.2 Intentionally deleted.

§ 15.3 Applications for Payment

§ 15.3.1 Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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 Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect'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.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect

cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 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;
- .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 either party disputes the Architect'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 seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall 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 Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect 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 Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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.

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 \$10,000) 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 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 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 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.

§ 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. The Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

§ 17.3 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.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

§ 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 Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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

§ 19.4 The Owner's representative:

Superintendent Jeremy Klein
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
(402) 723-4434
jklein@heartlandschools.net

§ 19.5 The Contractor's representative:

TBD

§ 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 law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect 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, 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, including compensation for the Architect's services and expenses made necessary thereby, 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, including compensation for the services and expenses of the Architect made necessary thereby, 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 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 Architect 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 dispute 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 Architect 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.

§ 21.4 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)

BY: Jeremy Klein, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

BY: TBD

(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 18:17:17 CDT on 04/08/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 11th day of May in the year 2026

~~(In words, indicate day, month and year.)~~

~~(Name, legal status, address and other information)~~

York County School District No. 93-0096, c/k/a

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

Attn: Superintendent Jeremy Klein

(402) 723-4434

jklein@heartlandschools.net

~~(Name, legal status, address and other information)~~

~~(Name, location and detailed description)~~

East Playground Project

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

(Name, legal status, address and other information)

Clark & Enersen, Inc.

1010 Lincoln Mall, Suite 200

Lincoln, NE 68508

Attn: Tim Ripp, AIA

(402) 477-9291

tim.ripp@clarkenersen.com

PAGE 2

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

PAGE 3

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

(Check one of the following boxes.)

☐ ~~The~~ 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.)

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

§ 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:

(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:~~ by the following date: August 7, 2026.

§ 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~~ The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain

extensive damages and serious loss as a result of such failure.

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

§ 3.2 ~~The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents 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 \$~~ ~~.~~

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

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

§ 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.)

§ 3.2.3 ~~Allowances, if any, included in the stipulated sum:~~

~~includes the following allowance(s):~~

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§ 3.3 Cost of the Work Plus Contractor's Fee

§ 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

§ 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.)

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

~~(Identify each allowance.)~~

~~§ 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.)~~

ARTICLE 4 — PAYMENT

ARTICLE 4 PAYMENT

§ 4.1.1 Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- (i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.
- (ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 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:~~

§ 4.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the 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.~~

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

Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for

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

§ 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.

Twelve Percent (12 %) per annum

§ 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~~ is due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, or as follows: provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 5.1 Binding Dispute Resolution and Choice of Forum

~~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)*

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

§ 6.1.2 ~~Building information modeling exhibit, dated as indicated below:~~ Intentionally deleted.

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

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

Specifications prepared by Clark & Enersen.

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

Drawings prepared by Clark & Enersen.

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(Check all boxes that apply.)

☐ ~~Exhibit A, Determination of the Cost of the 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:~~

☐ ~~Supplementary and other Conditions of the Contract:~~

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.

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

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

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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.~~Intentionally deleted.

§ 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: Jeremy Klein, Superintendent

Heartland Community Schools

1501 Front St.

~~(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.)~~

Henderson, NE 68371

jklein@heartlandschools.net

with a copy to: Coady H. Pruett, Owner's Legal Counsel

KSB School Law, PC, LLO

206 S. 13th St., Suite 1100

Lincoln, NE 68508

coady@ksbschoollaw.com

to the Contractor at: **TBD**

and to the Architect at: Tim Ripp, AIA

Clark & Enersen

1010 Lincoln Mall, Suite 200

Lincoln, Nebraska 68508

tim.ripp@clarkenersen.com

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.

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 and the~~ The Architect 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 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.

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§ 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 issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with

existing or other work, 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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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 Owner is exempt from any sales and use tax. See 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

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. Allowance amounts shall include the 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.

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

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§ 9.15.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents and employees, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses and expenses, 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 and expenses, that arise out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense, 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 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. 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.

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~~§ 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.

~~§ 10.8 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.~~

~~§ 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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§ 13.4 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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 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.

§ 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 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. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.2 Control Estimate

§ 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 Applications for Payment

~~§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 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; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4~~Intentionally deleted.

§ 15.3 Applications for Payment

§ 15.3.1 Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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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§ 15.6.1 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.

§ 15.7.1 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 will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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.~~

~~§ 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; 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.

~~§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident~~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 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, 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.

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~~§ 17.1.5 Workers' Compensation at statutory limits.~~

~~§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

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 (\$) in the aggregate~~ 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 (\$) in the aggregate~~ 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 \$10,000) 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, ~~the Architect, and the Architect's Consultants as 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.~~ 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.

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§ 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~~ 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.

(List below any other insurance)

§ 17.1.15 All of the coverage ~~to be provided by the Contractor and any applicable limits~~ 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.

§ 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 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.

§ 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.

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§ 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.)~~

~~§ 17.3 Performance Bond and Payment Bond~~

§ 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.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

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§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

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

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.

(Name, address, email address and other information)

Superintendent Jeremy Klein

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

(402) 723-4434

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jklein@heartlandschools.net

(Name, address, email address and other information)

TBD

§ 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.

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§ 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 law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

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§ 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~~ is less than all 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. 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, including compensation for the services and expenses of the Architect made necessary thereby, 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.)

. 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 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 resolution.

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. ~~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.~~

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~~§ 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.~~

~~§ 21.10 Continuing Contract Performance~~ 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 Continuing Contract Performance

§ 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.

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

Variable Information

PAGE 1

AGREEMENT made as of the 11th day of May in the year 2026

TBD

PAGE 3

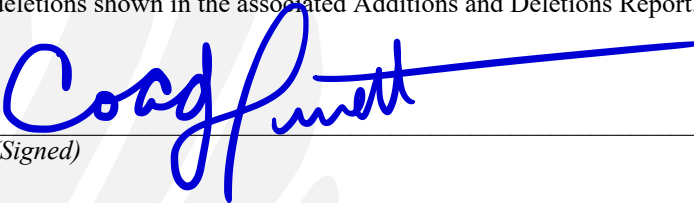
Item
Contingency Allowance

Price
\$25,000.00

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 18:17:17 CDT on 04/08/2026 under Order No. 20250115061 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)

OWNER'S LEGAL COUNSEL
(Title)

APRIL 8, 2026
(Dated)



Because learning changes everything.®

QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

SALES REP INFORMATION:

Amanda Kelly
amanda.kelly@mheducation.com
(720) 601-3265

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K	\$3,229.14	(\$727.53)	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3	\$3,767.82	(\$790.59)	\$2,977.23
Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5	\$3,930.27	(\$823.47)	\$3,106.80
PRODUCT TOTAL*	\$18,119.43	(\$3,851.85)	\$14,267.58
ESTIMATED S&H**			\$980.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$15,247.58

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K					
IMPACT SOC STUDIES LEARNING WORKING TOGETHER GR K CMPLT PRNT DGT STD BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-646779-0	24	\$73.92	\$0.00	\$1,774.08
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$135.39	*Free Materials
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$87.75	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$727.53	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$0.00	\$135.39
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$0.00	\$87.75
IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$727.53
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K Subtotal:				\$727.53	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1					
IMPACT SOC STUDIES OUR PLACE IN THE WORLD GR 1 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-550168-6	24	\$86.91	\$0.00	\$2,085.84
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$0.00	\$158.52

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1 Subtotal:				\$755.13	\$2,840.97

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 3



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2					
IMPACT SOC STUDIES EXPLORING WHO WE ARE GR 2 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-554406-5	24	\$86.91	\$0.00	\$2,085.84
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$0.00	\$158.52
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2 Subtotal:				\$755.13	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3					
IMPACT SOC STUDIES OUR COMMUNITIES GR 3 COMPLETE PRINT DIGITAL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-561020-3	24	\$91.11	\$0.00	\$2,186.64
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$177.87	*Free Materials
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$108.33	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$790.59	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$0.00	\$177.87

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 4



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$0.00	\$108.33
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$0.00	\$504.39

Additional Teacher Materials Subtotal: \$0.00 \$790.59

Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3 Subtotal: \$790.59 \$2,977.23

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5					
IMPACT SOC STUDIES USH MAKING A NEW NATION GR 5 CMPLT PRNT DGTL STDT BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-690138-6	30	\$103.56	\$0.00	\$3,106.80

Teacher Materials					
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GRADE 5 TEACHERS EDITION	978-1-26-570225-0	1	\$193.35	\$193.35	*Free Materials
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GR5 IM EXPLORER MAG TEACHING GUIDE	978-1-26-620871-3	1	\$125.73	\$125.73	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES US HISTORY MAKING A NEW NATION GR 5 ONLN TCHR CNTR 6YR SUB	978-1-26-694859-6	1	\$504.39	\$504.39	*Free Materials

Teacher Materials Subtotal: \$823.47 \$0.00

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5 Subtotal: \$823.47 \$3,106.80

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 5



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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

VALUE OF ALL MATERIALS	\$18,119.43
FREE MATERIALS	(\$3,851.85)
PRODUCT TOTAL*	\$14,267.58
ESTIMATED SHIPPING & HANDLING**	\$980.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$15,247.58

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number:

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 6



Proposal #009594875

Prepared For

Heartland Cmty Schools 96

Attention:

Dana Renke

dreinke@heartlandschools.net

For the Purchase of:

**HMH Social Studies MS and HS Collection with
Writable**

Prepared By

Julia Neils

julia.neils@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>HMH Social Studies Middle School Collection with Writable Grades 6-8</u>						
Student Digital Licenses						
1907050 9798202137846	Social Studies Middle School Collection with Writable Student License Grades 6-8 6 Year	\$191.70	78	\$14,952.60	\$1,495.26	\$13,457.34
Includes: HMH Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Implementation Success						
Student license includes access to World Civilizations, World Geography, United States History & Civics.						
Total for Student Digital Licenses		\$13,457.34				
Teacher Digital Licenses						
1907158 9798202137921	Social Studies Middle School Collection with Writable Teacher License Grades 6-8 6 Year	\$1,610.55	3	\$4,831.65	\$4,831.65	
Includes: HMH Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies Middle School Collection with Writable Grades 6-8</u>		\$13,457.34				
<u>HMH Social Studies High School Collection with Writable Grades 9-12</u>						
Student Digital Licenses						
1907166 9798202138003	Social Studies High School Collection with Writable Student License Grades 9-12 6 Year	\$191.70	106	\$20,320.20	\$2,032.02	\$18,288.18
Includes: HMH Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Implementation Success						
Student license includes access to American History, World History, United States Government, Economics, Global Geography & African American History.						
Total for Student Digital Licenses		\$18,288.18				
Teacher Digital Licenses						
1907175 9798202138096	Social Studies High School Collection with Writable Teacher License Grades 9-12 6 Year	\$1,879.00	1	\$1,879.00	\$1,879.00	
Includes: HMH Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies High School Collection with Writable Grades 9-12</u>		\$18,288.18				
<u>Professional Services - Social Studies Middle School Collection with Writable Coaching</u>						
1883292 9798202010903	Coachly Getting Started Live Online Grades K-12 1-Hour	\$400.00	1	\$400.00	\$400.00	
In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.						
Send <u>Check Payments</u> to: HMH Education Company 14046 Collection Center Drive Chicago, IL 60693		Attention: Dana Renke dreinke@heartlandschools.net		Send <u>Orders</u> to: orders@hmhco.com FAX: 800-269-5232		
HMH Confidential and Proprietary						
009594875	Sold:0000270621	Ship:0000270621	Page 2 of 5	Please submit this form with your purchase order		

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1883291 9798202010897	Coachly Leader Success Live Online Grades K-12 1-Hour In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.	\$400.00	1	\$400.00	\$400.00	
1866750 9780358933472	Social Studies Middle School Collection Coachly Digital License Grades 6-8 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00		\$1,500.00
Total for Coaching		\$1,500.00				
Implementation Support for Social Studies Middle School Collection with Writable						
1907149 9798202138157	Social Studies Middle School Collection with Writable Getting Started Live Online Grades 6-8 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00		\$800.00
1822785 9780358667551	Writable Getting Started Live Online Grades 6-8 2-Hour This session walks teachers through how to use Writable in their social studies classroom to improve writing with flexible tools that guide students to develop purposeful drafts, incorporate personalized feedback, and produce writing that shines. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH Social Studies program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.	\$800.00	1	\$800.00		\$800.00
Total for Implementation Support for Social Studies Middle School Collection with Writable		\$1,600.00				
Total for Professional Services - Social Studies Middle School Collection with Writable		\$3,100.00				

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for
Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Total Savings:</i>	\$10,237.93
<i>Subtotal Purchase Amount:</i>	\$34,845.52
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$34,845.52

****Please add proper sales tax to your order****

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$34,845.52

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929	Sold to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929
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- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/19/2026
Proposal Expiration Date: 5/3/2026


Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Dana Renke
 dreinke@heartlandschools.net

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

Social Studies Instructional Materials K-12

Heartland Community Schools

March 12, 2026



EMPOWERING EXCELLENCE - Every Student, Every Day

Today's Goals

- Overview
 - Process
 - Standards
 - Vendors
 - Evaluation rubric
- Vendor presentations
- Evaluate
- Decision

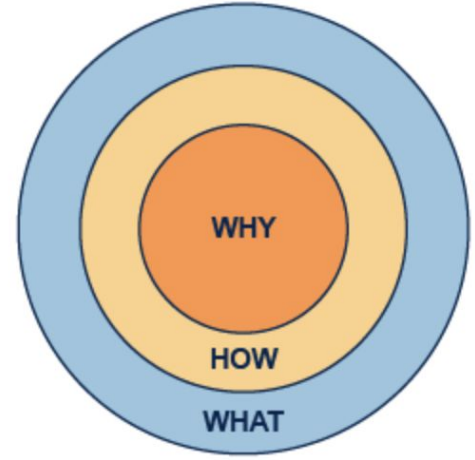


Today's Schedule

9:15 - 10:00	K - 12 Social Studies Materials Overview	Room 111	
10:00 - 10:30	Kids Discover (K-6)	Conference Room	Zoom Meeting Link
10:30 - 11:30	McGraw Hill (6-12)	Room 111	Zoom Meeting Link
1:15 - 1:45	Studies Weekly (K-6)	Room 111	Zoom Meeting Link
2:00 - 3:00	HMH (6-12)	Room 111	Zoom Meeting Link
2:00 - 3:00	McGraw Hill (K-5)	Conference Room	Zoom Meeting Link
3:00 - 3:45	K - 12 Social Studies Materials Recap	Room 111	Laptop / S.S. Materials

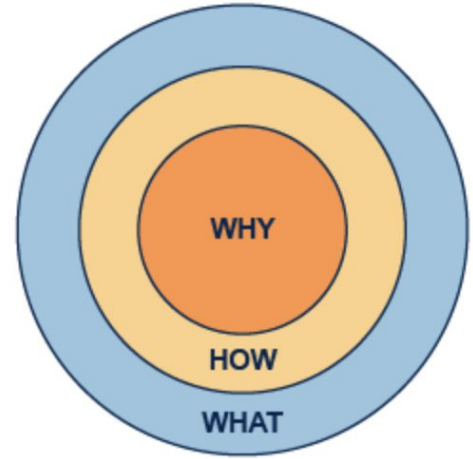
Why?

- Current materials out of print
- Using high quality materials is important
- Coherence and vertical alignment are important
- Giving everyone a voice in the process is important



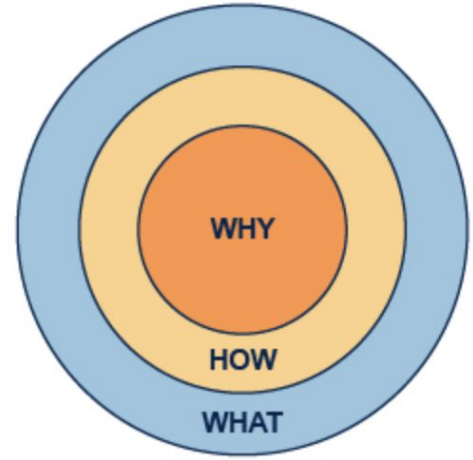
How?

- Using professional development time
- Using various resources to reach consensus and make the best decision for Heartland Community Schools



What?

- Review Social Studies Standards
- Review vendors
- Vendor presentations
- Evaluate
- Reach consensus



Social Studies Standards

[Link to
Standards](#)

Hard copy of 2019 standards
provided in yellow folders.

NDE Standards
Revision
Timeline

NEBRASKA SOCIAL STUDIES STANDARDS



McGraw Hill / K - 12th



Impact Social Studies (K-5) padlet

https://mheducation.padlet.org/amy_driesbach/impactsales

Password: MHE

Social Studies 6-12 (2023) padlet

https://mheducation.padlet.org/katie_schrameyer/6ts5t5oeoxrf42ur

Password: MHE

McGraw Hill K-6 Teacher Account Login

WEBSITE:

my.mheducation.com

Username or email: impact26te

Password: MGH26social

HMH / 6th - 12th



[Digital Platform Walkthrough Video](#)

[Social Studies Digital Room](#)

[NEBRASKA Districts Using HMH 6th - 12th](#)

HMH Website Access

<https://www.hmhco.com/ui/login/?connection=91014164>

Teacher login credentials:

Teacher Username:	Teacher253
Teacher Password:	E!7blueberries

Studies Weekly / K - 6th



[Website](#)

Kids Discover / K - 6th

Website

Magazine List



Evaluation Rubric

Social Studies Materials Rubric

Vendor _____

Teacher _____

Rating Scale

Score	Level	Description
4	Exemplary	Fully meets expectations; consistently supports high-quality instruction.
3	Strong	Meets expectations with minor gaps.
2	Developing	Partially meets expectations; significant improvements needed.
1	Limited	Does not adequately meet expectations.

CIRCLE 1, 2, 3 or 4 in each area below

Connects to the Standards

Score	Descriptor
4 – Exemplary	Clearly and explicitly aligns with grade-level standards throughout the material. Learning goals, lessons, and assessments consistently reflect the standards and build coherent progression of knowledge and skills.
3 – Strong	Generally aligned with standards with clear connections in most lessons and assessments. Some alignment may be implicit or uneven.
2 – Developing	Partial alignment to standards. Some lessons connect to standards but coverage is inconsistent or superficial.
1 – Limited	Minimal or unclear alignment to standards; standards may be listed but not meaningfully integrated.

Requires Disciplinary Thinking and Inquiry

Score	Descriptor
4 – Exemplary	Students regularly investigate compelling questions, analyze multiple sources, evaluate evidence, and construct arguments using disciplinary practices.
3 – Strong	Materials include inquiry opportunities and source analysis, though activities may be somewhat structured or limited in frequency.
2 – Developing	Some inquiry tasks are present but mostly emphasize recall or teacher-directed learning.
1 – Limited	Focuses primarily on memorization and factual recall with little or no inquiry or analysis.

Prompts Informed Action to Validate and Deepen Learning

Score	Descriptor
4 – Exemplary	Students apply learning through meaningful civic engagement, real-world problem solving, or community-connected activities that reinforce understanding.
3 – Strong	Opportunities exist for students to connect learning to real-world issues or civic participation.
2 – Developing	Limited or occasional activities that ask students to apply learning beyond the classroom.
1 – Limited	No meaningful opportunities for students to apply learning through action or civic engagement.

Is Equitable and Culturally Responsive

Score	Descriptor
4 – Exemplary	Represents diverse perspectives accurately and respectfully. Materials promote inclusivity, reflect multiple cultures and experiences, and support equitable participation.
3 – Strong	Includes diverse perspectives and culturally responsive content in several places, though representation may be uneven.
2 – Developing	Limited inclusion of diverse perspectives or occasional representation without depth or context.
1 – Limited	Perspectives are narrow or biased; little attention to diversity or cultural responsiveness.

Provides Scaffolding and Support for Students

Score	Descriptor
4 – Exemplary	Provides clear scaffolds, differentiation strategies, and supports for varied learners including English learners, struggling readers, and advanced students.
3 – Strong	Includes some scaffolding and differentiation supports, though not consistently across all lessons.
2 – Developing	Limited supports for diverse learners; teachers may need to add additional scaffolding.
1 – Limited	Little to no instructional scaffolding or differentiation.

Provides a Coherent Assessment System

Score	Descriptor
4 – Exemplary	Includes a balanced system of formative and summative assessments aligned to learning goals and disciplinary practices. Provides clear criteria and feedback opportunities.
3 – Strong	Assessments align with most learning objectives and include some variety and feedback opportunities.
2 – Developing	Assessments exist but may emphasize recall or lack alignment with learning goals.
1 – Limited	Assessments are minimal, poorly aligned, or absent.

Is Easy to Use

Score	Descriptor
4 – Exemplary	Well-organized, clearly structured, and easy for teachers to implement. Navigation, pacing guidance, and lesson sequencing are intuitive.
3 – Strong	Generally user-friendly with clear organization, though some navigation or clarity issues may exist.
2 – Developing	Organization is inconsistent or difficult to follow; teachers must invest time to adapt materials.
1 – Limited	Difficult to navigate or implement; instructions and structure are unclear.

Provides Instructional Supports

Score	Descriptor
4 – Exemplary	Includes strong teacher supports such as lesson guidance, discussion prompts, background content, differentiation strategies, and extension activities.
3 – Strong	Provides helpful instructional supports though depth or variety may be limited.
2 – Developing	Some teacher supports are provided but are incomplete or inconsistent.
1 – Limited	Minimal teacher guidance or instructional support included.

Hard copies of rubric provided in yellow file folders.

McGraw Hill K-5 Takeaways

- Inquiry based learning opportunities
- Digital / paper options
- Research companion
- Vocabulary section
- Kahoot options (games)
- Checks for understanding
- Online assessments (editable) or printable
- ELA components infused throughout
- Differed time allowance for different grade levels
- Text can be read aloud to students
- Clever and Canvas integration

HMH (6-12) Takeaways

- Essential questions for each module
- Videos through History Channel (short or long version)
- Differentiation supports
- Icons to access graphic organizers
- Writability / Blind peer review
- AI support
- Flashcards
- Lesson enrichment
- Printable students notes / highlighting
- Lexile ranges
- User friendly
- Don't need wifi
- Multiple checks for understanding
- Teacher section with project ideas / extensions
- Teacher can review notes, etc.
- Reads and highlights text
- Clever / Canvas integration

Social Studies Materials Rubric

Vendor _____

Teacher _____

Rating Scale		
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1 – Limited	Minimal teacher guidance or instructional support included.

___ / 32 TOTAL

Heartland Community Schools

Terms Of Use: Community-Use Weight Room Access

A. Registered Users

A person granted community-use access to the Heartland Community Schools' weight room through the provisions and terms of use herein established shall be referred to and defined as a "Registered User".

B. Registered User Application Requirements

1. Applications to become a registered user must be approved prior to being granted community-use access as a registered user.
2. Registered user applications must be submitted to the Superintendent.
3. Registered users must be residents of the Heartland Community Schools district. Residency requires a physical, primary place of residence to be established and maintained within the boundaries of the Heartland Community Schools district.
 - a. Non-Resident: Recent Graduates. Persons who are not residents of the Heartland Community Schools district but who have graduated from Heartland High School within the preceding 4 years, may have the residency requirement of these terms of use waived by presenting a current and valid post-secondary school ID or a current and valid military ID at the time of application. Such persons shall be allowed to have the residency requirement of these community-use provisions waived for a period of up to 4 years from the date of their graduation from Heartland High School.
 - b. Non-Resident: Temporary. Persons who are not residents of the Heartland Community Schools district but who have graduated from Heartland High School within the preceding 4 months, and are unable to meet the waiver provisions of B.3.a (above), may apply for a temporary waiver of the residency requirements. Such persons shall be allowed to have the residency requirement of these community-use provisions waived for a period of up to 4 months from the date of their graduation from Heartland High School without meeting the waiver requirements that are listed in B.3.a (above).
4. Persons enrolled as a K-12 student in any public, private, or exempt school may not apply to be a registered user. Such persons may only utilize the community-use access provisions of these regulations as the supervised guest of a registered user.
5. Registered users must be at least 18 years of age. Registered user applications submitted by persons under the age of 18 will not be accepted.

C. Recent Graduates

1. Upon the date of graduation, recent graduates may only access the weight room as either a registered user or as a guest of a registered user as is provided for in these community-use terms.
2. The only exception to the limitation in D.1 (above) would be if a recent graduate was using the weight room a) for the purposes of a spring-season sport that they are currently participating in, and b) under the direction of a coach for said spring-season sport.
3. Recent graduates may submit a temporary, registered user application without proof of residency whereby such registered user status shall expire 4 months after their date of graduation from Heartland Community High School.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

D. Reasons To Deny, Suspend, Or Revoke Registered User Status

Reasons to deny, temporarily suspend, or permanently revoke registered user status will include but shall not be limited to the following criteria:

1. Submitting a registered user application that contains any false or misleading information.
2. Current or prior placement on any sex offender registry.
3. Actively serving a term of criminal probation under any local, county, state, or federal jurisdiction for any offense involving abuse, neglect, felony theft, or felony violence.
4. Having been cited, arrested, or indicted for any crime involving abuse, neglect, felony theft, or felony violence that is pending adjudication in any local, county, state, or federal jurisdiction.
5. Having been convicted, entered a plea of guilty, or entered a plea of no contest, for any crime involving abuse, neglect, felony theft, or felony violence in any local, county, state, or federal jurisdiction.
6. Possessing, using, or being under the influence of alcohol, illegal drugs, controlled substances, tobacco products, or vape products while on school grounds during community-access hours.
7. Possessing, transporting, transferring, or using weapons, firearms, or incendiary devices while on school grounds during community-access hours.
8. Possessing, viewing, transporting, transferring, or transmitting pornographic content / material at any time while on school grounds.
9. Engaging in a physical altercation or engaging in threatening, menacing, or intimidating behavior at any time while on school grounds.
10. Engaging in the theft or the destruction of property at any time while on school grounds.
11. Engaging in behavior that unnecessarily creates a risk to the safety of others at any time while on school grounds.
12. Engaging in behavior that interferes with the ability of others to reasonably use the district's facilities.
13. Engaging in behavior that is not expressly provided for in these terms of use.
14. Engaging in the utilization of the district's facilities in a manner that is not expressly provided for in these terms of use.
15. Occupying or otherwise entering any space or location within the district's facilities that is not expressly allowed or provided for in these terms of use.
16. Repeated violations of any terms of use.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

E. Days / Hours of Operation: August 1st through May 31st

- Community use of the weight room will be available on Mondays through Fridays.
- Community use of the weight room will continue to be available on Mondays through Fridays when school is not in session unless otherwise announced.

Hours

- 4:00 AM to 5:45 AM
- 7:00 PM to 9:30 PM

Registered users will not be allowed to enter the school building prior to established hours. Doing so, or attempting to do so, will be grounds for suspension or revocation of registered user status. Registered users will not be allowed to remain in the school building after established hours. Doing so, or attempting to do so, will be grounds for suspension or revocation of registered user status.

- Registered users must exit the building no later than 5:45 AM during the morning hours.
- Registered users must exit the building no later than 9:30 PM during the evening hours.

Scheduled Closures

The weight room will not be open for community use on the following days.

- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- During the NSAA Winter Moratorium
- New Year's Eve
- New Years Day
- Good Friday
- The Friday before Memorial Day
- Memorial Day
- July 4th

Emergency Cancellations / Late Starts / Early Dismissals

- On any day that Heartland Community Schools is subject to an otherwise unscheduled cancellation/closure, regardless of the reason, there will be no community access to the weight room.
- On any day that school is subject to an otherwise unscheduled late start, regardless of the reason, there will be no community access to the weight room during the morning hours.
- On any day that school is subject to an otherwise unscheduled early dismissal, regardless of the reason, there will be no community access to the weight room during the evening hours.

The school district shares information about cancellations, late starts, and closures with the general public on the district's Twitter and Facebook (social media) pages.



Heartland Community Schools

Terms Of Use: Community-Use Weight Room Access

Hours / Availability Subject To Change

The district will attempt to communicate changes in availability. This will be done through the district's official website and social media accounts (Twitter and Facebook). Availability is at all times subject to change without notice.

F. Days / Hours of Operation: June 1st through July 31st

Each year a calendar, or schedule of Days / Hours of Operation will be provided for registered users informing them of dates/times for weight room availability for the months of June and July. This calendar will be posted on the district's website and will generally be made available during the month of May.

G. Registered Users & Permitted Access

Registered users will be given entry credentials by being assigned a unique PIN. Only registered users will be allowed to use their assigned PIN. Registered users will only be allowed to use a PIN that is assigned to them.

PINs that are inactive for a 6-month period will be deactivated.

Any occurrence of a registered user allowing another person to use their PIN will be grounds for temporary suspension or permanent revocation of registered user status.

Any unauthorized use of a PIN, by any person, will be grounds for either temporary suspension or permanent revocation of all current or future community-access privileges, as are provided for in these terms of use, for the unauthorized user.

Use and access for registered users shall be restricted to the following:

1. Use/access of the designated building entrance, the designated building exit, and the designated path of travel to and from the weight room.
2. Use/access of the weight room, use of the restroom inside of the weight room, and use of the common restroom adjacent to the weight room.
3. Use, access, entrance, or occupation of areas not provided for in these terms of use is prohibited.
4. Engaging or attempting to engage in prohibited use, access, entrance, or occupation of any area within the district's facilities is grounds for temporary suspension or permanent revocation of registered user status.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

H. Entry, Exit, Doors, & Path Of Travel

April 1st – October 31st. During these months, community access to the building will be available through the set of doors labeled N8. This set of doors leads to the hallway inside of the weight room addition. The weight room can then be accessed from this hallway. This set of doors is located immediately to the east of the outdoor concession stand. This set of doors must also be used as the community-access exit. During these months, this set of doors must be used as both the entrance and the exit to the building as it relates to the use of the facility as it relates to these community-use weight room access provisions.

November 1st – March 31st. During these months, community access to the building will be available through the set of doors labeled W4. This set of doors is commonly referred to as the Activity Entrance. This set of doors leads to the large lobby / hallway south of the North Gym. When using this entrance, the path of travel is down the hallway and then through the North Gym into the hallway of the weight room addition. The weight room can then be accessed from this hallway. This door must also then be used as the community-access exit. During these months, this set of doors must be used as both the entrance and the exit to the building as it relates to the use of the facility as it relates to these community-use weight room access provisions. Should these entrances/exits be temporarily or permanently changed, altered, or adjusted, the district will attempt to communicate these changes either through signage posted at entrances, through social media, or both.

The egress door located in the southwest corner of the weight room, and labeled N7, may only be used as a point of entry to the weight room in cases of emergency. This door may also only be used as an exit from the weight room in cases of emergency.

At no time may any exterior door or any interior door be set ajar or propped open by any person accessing or otherwise utilizing the district's facilities as it relates to these community-use weight room access provisions. This includes any door that may lead immediately to or exit immediately from the weight room.

I. Registered Users & Guests

1. Registered users may be accompanied by up to 4 guests while using the weight room.
2. Registered users will at all times assume sole responsibility for the safety of their guests.
3. Registered users will at all times assume liability for the actions of their guests.
4. Guests of registered users must be at least 10-years of age. No person under the age of 10-years old is permitted to access the building under the direction/supervision of a registered user during hours reserved for community-use availability.
5. No person who is currently, or ever has been, listed on any sex offender registry shall be permitted access to the facility as is provided for under these weight room access provisions as either a registered user or a guest of a registered user.
6. All guests under the age of 18-years must be accompanied in the weight room by an adult.
7. All guests under the age of 14 must at all times be directly supervised by an adult.
8. Registered users may not interfere with or otherwise limit the ability of others to access use of the facilities by virtue of having guests.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

J. Assumptions Made By All Registered Users

1. Registered users and their guests will at all times act in compliance with the Terms of Use.
2. Registered users will at all times ensure that their guests act in compliance with the Terms of Use.
3. Registered users will at all times assume total and complete responsibility and total financial liability for their health and safety.
4. Registered users will at all times assume total and complete responsibility and total financial liability for the health and safety their guests.
5. Registered users will at all times assume complete responsibility and total financial liability for any injuries to themselves or to others when caused by their misuse, actions, negligence, or indifference.
6. Registered users will at all times assume complete responsibility and total financial liability for any injuries to themselves or to others when caused by the misuse, actions, negligence, or indifference of their guests.
7. Registered users will at all times assume total and complete financial liability for any damages to school, public, private, or personal property where there is a finding of fault by the district due to the misuse, actions, negligence, or indifference of the registered user.
8. Registered users will at all times assume total and complete financial liability for any damages to school, public, private, or personal property where there is a finding of fault by the district due to the misuse, actions, negligence, or indifference of their guests.
9. Registered users and their guests will at all times act in compliance with school policy and the law while on school premises.
10. Registered users will at all times ensure that their guests act in compliance with school policy and the law while on school premises.

K. Cleaning & Hygiene

1. Registered users and guests are required to clean any equipment or apparatus immediately after use. When cleaning equipment or an apparatus, registered users and guests shall use a cleaning solution provided within the weight room and a towel or cloth provided by the registered user to do such cleaning.
2. Registered users and guests are required to clean up after themselves and to properly dispose of any trash, waste, litter, or contaminated items.
3. Registered users and guests are required to properly clean any areas exposed to blood or other bodily fluids or solids (e.g. urine, vomit, sweat, saliva, nasal discharge, pus, mucus).
4. Registered users and guests are required to keep fresh, bleeding, or open wounds bandaged or covered.
5. Registered users and guests are required to refrain from accessing the district's weightroom while symptomatic of contagious skin infections such as ringworm, staph infection, MRSA, etc.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

L. Use Of Equipment

1. Registered users and guests are required to properly use all equipment at all times and only for its intended purpose.
2. Registered users and guests are required to properly put away, stow, store, or otherwise return any and all equipment to its proper location when done using any such equipment. Guidelines and directions as to such are often posted inside of the weight room by school personnel.
3. Registered users are required to notify the district when they are aware of any broken, damaged, or malfunctioning equipment.
4. Registered users and guests are prohibited from using any district-owned, audio-visual or computer equipment. This would include centralized sound systems, speakers, televisions, monitors, tablets, etc.
5. Registered users and guests are prohibited from using any specialized, electronic equipment owned by the district. This may include scales, timers, measuring devices, testing equipment, etc.
6. Registered users and guests are prohibited from using any equipment that may be commonly referred to as a sled.
7. Registered users and guests are prohibited from throwing any objects at or against any walls, ceiling, windows, or doors.
8. Registered users and guests are prohibited from placing bars or weights on top of padded/upholstered equipment (e.g. benches, etc.).
9. Registered users and guests are also prohibited from jumping, stepping, or standing on padded/upholstered equipment (e.g. benches, etc.).

M. Footwear

1. Registered users, and their guests, are required to wear footwear (i.e. shoes) at all times.
2. Registered users, and their guests, are required to ensure that their footwear is at all times safe and appropriate for the activity that they are engaging in. Open footwear (e.g. sandals, slides, flip-flops, crocs, etc.) are considered a tripping hazard and not allowed to be worn while engaged in active use of the weight room or its equipment.
3. Registered users, and their guests, are required to ensure that their footwear is clean and free from debris (e.g. mud, snow, grass, etc.) prior to entering the building.
4. Footwear must be clean and dry when in the weight room, in the gym, or in any restroom.
5. Footwear that is capable of damaging, marking, scuffing, scratching, or permanently imprinting upon any floor surface is prohibited.

N. Food & Drink

1. All types of food are prohibited inside the weight room.
2. Drinks and beverages must be kept in a spill proof container.
3. Any spills of drinks/fluids are to be cleaned up immediately. A spill involving a liquid other than water must not only be absorbed (wiped up) it must also be cleaned immediately as to remove any stains and/or residue.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

O. Recording Sound & Images

The capturing or recording of images, video, or sound by use of cellular phone, mobile device, or any other digital/electronic equipment by registered users or their guests is prohibited within the building during community use hours.

P. Media, Music, & Devices

Registered users and guests are prohibited from broadcasting sound, audio, music, etc. to the common space (i.e. speakers, radios, etc.). Registered users and guests are limited to using individual devices that contain sound to the individual user (e.g. headphones, earbuds, etc.).

Q. Enterprise & Monetization

1. Registered users are prohibited from either directly or indirectly making use of any facility or privilege conveyed through these community-use provisions to charge, collect, or solicit fees of any kind from any guests or from any registered users.
2. Guests of registered users are prohibited from either directly or indirectly making use of any facility or privilege conveyed through these community-use provisions to charge, collect, or solicit fees of any kind from any guests or from any registered users.
3. No person or organization shall be permitted to either directly or indirectly make use of any facility or privilege conveyed through these community-use provisions for financial gain.

R. Groups

The weight room will not be checked out to, or scheduled for use by, groups, teams, or classes that are not under the direct sponsorship and supervision of the school.

S. Violations

Violations of school policy, law, or the provisions of these terms of use while on school grounds during community-access hours may result in the temporary suspension or permanent revocation of community access, as provided for in these terms of use, as either a registered user or a guest.

In any instance where a person's registered user status is suspended or revoked, that person shall lose all community-access privileges, as are provided for in these terms of use, during such term of suspension or revocation.





Proposal #009594875

Prepared For

Heartland Cmty Schools 96

Attention:

Dana Renke

dreinke@heartlandschools.net

For the Purchase of:

**HMH Social Studies MS and HS Collection with
Writable**

Prepared By

Julia Neils

julia.neils@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>HMH Social Studies Middle School Collection with Writable Grades 6-8</u>						
Student Digital Licenses						
1907050 9798202137846	Social Studies Middle School Collection with Writable Student License Grades 6-8 6 Year	\$191.70	78	\$14,952.60	\$1,495.26	\$13,457.34
Includes: HMH Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Implementation Success						
Student license includes access to World Civilizations, World Geography, United States History & Civics.						
Total for Student Digital Licenses		\$13,457.34				
Teacher Digital Licenses						
1907158 9798202137921	Social Studies Middle School Collection with Writable Teacher License Grades 6-8 6 Year	\$1,610.55	3	\$4,831.65	\$4,831.65	
Includes: HMH Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies Middle School Collection with Writable Grades 6-8</u>		\$13,457.34				
<u>HMH Social Studies High School Collection with Writable Grades 9-12</u>						
Student Digital Licenses						
1907166 9798202138003	Social Studies High School Collection with Writable Student License Grades 9-12 6 Year	\$191.70	106	\$20,320.20	\$2,032.02	\$18,288.18
Includes: HMH Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Implementation Success						
Student license includes access to American History, World History, United States Government, Economics, Global Geography & African American History.						
Total for Student Digital Licenses		\$18,288.18				
Teacher Digital Licenses						
1907175 9798202138096	Social Studies High School Collection with Writable Teacher License Grades 9-12 6 Year	\$1,879.00	1	\$1,879.00	\$1,879.00	
Includes: HMH Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies High School Collection with Writable Grades 9-12</u>		\$18,288.18				
<u>Professional Services - Social Studies Middle School Collection with Writable Coaching</u>						
1883292 9798202010903	Coachly Getting Started Live Online Grades K-12 1-Hour	\$400.00	1	\$400.00	\$400.00	
In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.						
Send <u>Check Payments</u> to: HMH Education Company 14046 Collection Center Drive Chicago, IL 60693		Attention: Dana Renke dreinke@heartlandschools.net		Send <u>Orders</u> to: orders@hnhco.com FAX: 800-269-5232		
HMH Confidential and Proprietary						
009594875	Sold:0000270621	Ship:0000270621	Page 2 of 5	Please submit this form with your purchase order		

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1883291 9798202010897	Coachly Leader Success Live Online Grades K-12 1-Hour In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.	\$400.00	1	\$400.00	\$400.00	
1866750 9780358933472	Social Studies Middle School Collection Coachly Digital License Grades 6-8 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00		\$1,500.00
Total for Coaching		\$1,500.00				
Implementation Support for Social Studies Middle School Collection with Writable						
1907149 9798202138157	Social Studies Middle School Collection with Writable Getting Started Live Online Grades 6-8 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00		\$800.00
1822785 9780358667551	Writable Getting Started Live Online Grades 6-8 2-Hour This session walks teachers through how to use Writable in their social studies classroom to improve writing with flexible tools that guide students to develop purposeful drafts, incorporate personalized feedback, and produce writing that shines. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH Social Studies program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.	\$800.00	1	\$800.00		\$800.00
Total for Implementation Support for Social Studies Middle School Collection with Writable		\$1,600.00				
Total for Professional Services - Social Studies Middle School Collection with Writable		\$3,100.00				

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

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Proposal for
Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Total Savings:</i>	\$10,237.93
<i>Subtotal Purchase Amount:</i>	\$34,845.52
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$34,845.52

****Please add proper sales tax to your order****

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

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FAX: 800-269-5232

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Total Cost of Proposal (PO Amount): \$34,845.52

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929	Sold to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/19/2026
Proposal Expiration Date: 5/3/2026


Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
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 FAX: 800-269-5232

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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

SALES REP INFORMATION:

Amanda Kelly
amanda.kelly@mheducation.com
(720) 601-3265

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K	\$3,229.14	(\$727.53)	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3	\$3,767.82	(\$790.59)	\$2,977.23
Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5	\$3,930.27	(\$823.47)	\$3,106.80
PRODUCT TOTAL*	\$18,119.43	(\$3,851.85)	\$14,267.58
ESTIMATED S&H**			\$980.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$15,247.58

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

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SEND ORDER TO:

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K					
IMPACT SOC STUDIES LEARNING WORKING TOGETHER GR K CMPLT PRNT DGT STD BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-646779-0	24	\$73.92	\$0.00	\$1,774.08
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$135.39	*Free Materials
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$87.75	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$727.53	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$0.00	\$135.39
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$0.00	\$87.75
IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$727.53
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K Subtotal:				\$727.53	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1					
IMPACT SOC STUDIES OUR PLACE IN THE WORLD GR 1 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-550168-6	24	\$86.91	\$0.00	\$2,085.84
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$0.00	\$158.52

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ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

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PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1 Subtotal:				\$755.13	\$2,840.97

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ACCOUNT #: 193093

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PAGE #: 3



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2					
IMPACT SOC STUDIES EXPLORING WHO WE ARE GR 2 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-554406-5	24	\$86.91	\$0.00	\$2,085.84
Teacher Materials					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
Additional Teacher Materials					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$0.00	\$158.52
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2 Subtotal:				\$755.13	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3					
IMPACT SOC STUDIES OUR COMMUNITIES GR 3 COMPLETE PRINT DIGITAL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-561020-3	24	\$91.11	\$0.00	\$2,186.64
Teacher Materials					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$177.87	*Free Materials
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$108.33	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$790.59	\$0.00
Additional Teacher Materials					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$0.00	\$177.87

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ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 4



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$0.00	\$108.33
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$0.00	\$504.39

Additional Teacher Materials Subtotal: \$0.00 \$790.59

Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3 Subtotal: \$790.59 \$2,977.23

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5					
IMPACT SOC STUDIES USH MAKING A NEW NATION GR 5 CMPLT PRNT DGTL STDT BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-690138-6	30	\$103.56	\$0.00	\$3,106.80

Teacher Materials					
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GRADE 5 TEACHERS EDITION	978-1-26-570225-0	1	\$193.35	\$193.35	*Free Materials
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GR5 IM EXPLORER MAG TEACHING GUIDE	978-1-26-620871-3	1	\$125.73	\$125.73	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES US HISTORY MAKING A NEW NATION GR 5 ONLN TCHR CNTR 6YR SUB	978-1-26-694859-6	1	\$504.39	\$504.39	*Free Materials

Teacher Materials Subtotal: \$823.47 \$0.00

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5 Subtotal: \$823.47 \$3,106.80

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QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 5



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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

VALUE OF ALL MATERIALS	\$18,119.43
FREE MATERIALS	(\$3,851.85)
PRODUCT TOTAL*	\$14,267.58
ESTIMATED SHIPPING & HANDLING**	\$980.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$15,247.58

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number:

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 6

BID FORM
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: \$ 495,300.00

Four hundred ninety five thousand . Three hundred ⁰⁰/₁₀₀ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda:

Acknowledge receipt of Addenda No. 1

Date 05/04/2026

And have included the provisions of these Addenda, if any, in my bid. Initials ST

Voluntary Substitutions

Products	Manufacturer	Adjustment in Bid
<u>TR2-36" trench drain</u>	<u>TUF-Tite</u>	add / <u>deduct</u> \$ <u>7,300</u>
_____	_____	add / deduct \$ _____

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder: Duncan Theis Construction, Inc.
(Company)

By: [Signature] Date: 5/7/2026
(Signature)

Name: Scott Theis Phone #: 308-224-0340

Email Address: stheis@duncantheisconstruction.com

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Duncan Theis Construction Inc.
1740 West Highway 40, Kearney, NE 68845

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Heartland Community Schools

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Heartland Community Schools East Playground
1501 Front Street, Henderson, NE 68371

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2026

[Signature]
Witness

Duncan Theis Construction Inc.
Principal (Seal)
By: [Signature], Principal
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety
By: [Signature]
Debra A. Waltemath Attorney-in-Fact



★ ★ ★ ★ ★
OLD REPUBLIC SURETY COMPANY
★ ★ ★ ★ ★

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID A. CHALLY, DEBRA A. WALTERMATH, JONI PAULSEN, OF KEARNEY, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of JUNE, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JUNE, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0818



Signed and sealed at the City of Brookfield, WI this 4th day of May 2026

Karen J. Haffner

Assistant Secretary

BARNEY INSURANCE, INC.



DUNCTHE-01

DWALTEMATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney Insurance, Inc. 5508 Ave. N Kearney, NE 68847	CONTACT NAME: Tim Highbanks	
	PHONE (A/C, No, Ext): (308) 217-0407	FAX (A/C, No):
	E-MAIL ADDRESS: thighbanks@barneyinsurance.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Western Group	NAIC # 10804
INSURED Duncan Theis Construction, Inc 1740 West Highway 40 Kearney, NE 68845	INSURER B: Acadia	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPA3244895-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCA3244936-26	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Aggregate limits shown were in effect at policy inception date.

RE: Bid for Heartland Community Schools East Playground

CERTIFICATE HOLDER

CANCELLATION

Heartland Community Schools
1501 Front Street
Henderson, NE 68371

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

**Minutes for
Board of Education Regular Meeting**

Monday, April 13, 2026 7:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on April 9, 2026.

Attendance

Lacey Gloystein: Present
Ryan Goertzen: Present
Jen Hiebner: Present
Jeb Mierau: Present
Tyler Newton: Present
Tammy Ott: Absent

1. Preliminary Procedures

Meeting started at 7:07PM

1.1. Call to Order

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

Motion to excuse Tammy Ott. Passed with a motion by Tyler Newton and a second by Ryan Goertzen.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

2. Public Comments On Agenda Items

Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. Reports

3.1. Superintendent's Report

3.2. Principals' Reports

4. Discussion Items

4.1. Discuss KSB Policy Manual Replacement

4.2. H&H Cooperative Sponsorship Update

4.3. Building / Construction Update

4.4. Discuss K-6 Playground Project Bid Packet

4.5. Discuss K-6 Playground Project - Playground Equipment Cooperative Purchase Quote

4.6. Discuss Classroom Carpet Replacement Proposal

4.7. Discuss Window Replacement Proposal

4.8. Discuss K-12 Social Studies Materials Replacement / Update For 26-27

5. Action Items

5.1. Approve 26-27 Superintendent Compensation

Approve 2026-2027 superintendent compensation as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.2. Approve 26-27 Principals' Compensation

Approve 2026-2027 principals' compensation as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.3. Approve 26-27 Classified Staff Compensation

Approve 2026-2027 classified staff compensation as presented. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.4. Approve K-6 Playground Project Bid Packet

Approve and authorize release of the K-6 playground project bid packet, drawings, and specifications as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.5. Approve K-6 Playground Project - Playground Equipment Cooperative Purchase Quote

Motion to Approve K-6 Playground Project. Equipment Cooperative Purchase Quote. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.6. Approve iPad Replacement Proposal

Approve the iPad replacement purchase proposal as presented. Passed with a motion by Tyler Newton and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.7. Approve Hallway & Classroom Carpet Replacement Proposals

Approve both the Hallway Carpet Replacement proposal and the Classroom Carpet Replacement proposal as presented. Passed with a motion by Jen Hiebner and a second by Tyler Newton.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.8. Approve Window Replacement Proposal

Approve the window replacement proposal submitted by Nebraska Door & Window as presented. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

6. Future Agenda Items

6.1. Regular Meeting: Monday, May 11th @ 7 PM

7. Consent Agenda

Motion to approve Consent Agenda. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

7.1. Approval of Minutes

7.1.1. Regular Meeting: March 9, 2026

7.1.2. *Special Meeting: March 23, 2026*

7.2. **Approval of Claims**

7.3. **Financial Reports**

8. **Adjournment**

Adjourned at 9:55pm Passed with a motion by Jeb Mierau and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

Board President

Board Secretary

NEW BOARD REPORT

Posted - All; Fund Number 01, 02, 06, 08; Processing Month 05/2026

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
<u>Checking</u>	<u>1</u>		
Checking	1 Fund: 01 GENERAL FUND		
32841	AGTAC SERVICES LLC	JANITORIAL SERVICES	13,888.00
32842	AMAZON CAPITAL SERVICES	SUPPLIES	710.75
32843	BLACK HILLS ENERGY	NATURAL GAS	2,398.57
32844	BURTON ENTERPRISES	TRASH REMOVAL	220.00
32845	CANDLEWOOD SUITES KEARNEY		2,599.00
32846	CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	6.37
32847	CENTRAL VALLEY AG	SERVICES	5,140.73
32848	CHEMSEARCH	SUPPLIES	199.16
32849	CITY OF HENDERSON	WATER/SEWER	612.99
32850	DIETZE MUSIC HOUSE	SUPPLIES	56.07
32851	EAKES OFFICE SOLUTIONS	SUPPLIES	1,253.07
32852	ESU 6	SERVICES	500.72
32853	ESU 9	SERVICES	314.55
32839	EXCITE INC		0.00
32854	FILLMORE COUNTY HOSPITAL	SERVICES	6,124.99
32855	FIVE STAR TRUCK CENTER	BUS WASH	133.00
32840	FUTURE BUSINESS LEADERS OF AMERICA, INC	REGISTRATION	0.00
32856	GO PHYSICAL THERAPY	SERVICES	6,717.50
32857	HD SUPPLY	SUPPLIES	342.88
32858	HEARTLAND ACTIVITY FUND	FUND TRANSFER	10,228.00
32860	HERITAGE PARK	FIELD TRIP	65.00
32861	HOMETOWN LEASING	COPY MACHINE LEASE	919.80
32862	INSPIRA FINANCIAL	CAFETERIA 125 PLAN	150.00
32863	J.W. PEPPER & SON	SUPPLIES	573.96
32864	JDS INDUSTRIES		205.75
32865	JONES SCHOOL SUPPLY CO., INC	SUPPLIES	69.40
32866	KROEKER GRAIN & LUMBER	SUPPLIES	86.70
32867	KSB SCHOOL LAW	LEGAL SERVICES	11,846.50
32868	MAINSTAY COMMUNICATIONS	TELEPHONE	760.76
32869	MATHESON TRI GAS INC	SUPPLIES	121.60
32870	MAY, JANET	SERVICES	150.00
32871	NEBRASKA PIANO TUNING		150.00
32872	PERENNIAL PUBLIC POWER DISTRICT	ELECTRICITY	347.86
32873	PRESTIGE GROUP INC		3,650.00
32874	QUILL	SUPPLIES	87.72
32875	SchoolsPLP		3,675.00
32876	SERVICE PRESS	SERVICES	319.21
32877	SOFTWARE UNLIMITED INC	SERVICES	2,668.00
32878	SWITZER, HENDRIC	VB LINES	700.00
32879	TRI COUNTY AUTO	SERVICES	757.71
32880	TRUE LINE UNDERGROUND INC		487.00
32881	U.S. BANK	SUPPLIES	1,872.65
2140	UNITED STATES POSTAL SERVICE	NEWSLETTER	225.19
32882	VAUGHT, CHELSEA	ACCOMPANIST	225.00
32883	VERIZON WIRELESS	TELEPHONE	195.93

NEW BOARD REPORT

Posted - All; Fund Number 01, 02, 06, 08; Processing Month 05/2026

User ID: JMAY

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
32884	YORK ACE HARDWARE	SUPPLIES	108.94

Fund Total: 81,866.03

Checking Account Total: 81,866.03

Checking

2

Checking 2 Fund: 02 DEPRECIATION RESERVE FUND

1180	PAINT & PAPER PALACE	SERVICES	11,623.92
1181	RAPID RADIOS		13,848.78
1178	U.S. BANK	SUPPLIES	215.87

Fund Total: 25,688.57

Checking Account Total: 25,688.57

Checking

6

Checking 6 Fund: 06 SCHOOL LUNCH/MILK FUND

4401	EDELMAN, ESTHER		38.45
4402	FRANZ, ANDRAE		19.05
4403	FRIESEN, EVAN		47.69
4404	GOERTZEN, MICHELLE	REIMBURSEMENT	4.25
4405	HENDERSON MEAT PROCESSOR	SUPPLIES	1,409.70
4406	HIEBNER, STEVE	REIMBURSEMENT	2.90
4407	HIEBNER, TROY		61.20
4408	HILAND DAIRY	SUPPLIES	1,248.29
4409	LYONS, ASHTON	BB CLOCK	24.15
4410	ONNEN, REBEKAH		3.40
4411	REGIER, MARY	REIMBURSEMENT	15.20
4412	SPLINTER, JERROD	REIMBURSEMENT	17.10
4413	SYSCO	SYSCO	5,928.47
4414	US FOODS	SUPPLIES	3,567.67

Fund Total: 12,387.52

Checking Account Total: 12,387.52

Checking

8

Checking 8 Fund: 08 SPECIAL BUILDING FUND

1186	CLARK & ENERSEN	SERVICES	4,348.95
1184	CORNHUSKER STATE INDUSTRIES		932.00
1185	PAINT & PAPER PALACE	SERVICES	27,416.68

Fund Total: 32,697.63

Checking Account Total: 32,697.63

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2025 - 05/2026

Regular; Beginning Month 09/2025; Processing Month 05/2026; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0101	Football	(800.00)	2,745.00	3,841.00	0.00	296.00
05 704 0102	Volleyball	0.00	4,732.00	2,129.12	0.00	(2,602.88)
05 704 0103	Boys Basketball	0.00	3,989.34	6,213.44	0.00	2,224.10
05 704 0104	Girls Basketball	0.00	3,027.91	793.10	0.00	(2,234.81)
05 704 0105	Track	0.00	5,962.85	3,233.75	(239.64)	(2,968.74)
05 704 0107	General Athletics	(153.00)	7,106.70	187.52	(31.54)	(7,103.72)
05 704 0110	Jh Football	0.00	241.25	37.32	0.00	(203.93)
05 704 0111	Jh Volleyball	0.00	1,985.00	(390.00)	0.00	(2,375.00)
05 704 0112	Jh Boys Basketball	0.00	1,600.00	1,067.65	0.00	(532.35)
05 704 0113	Jh Girls Basketball	0.00	120.00	(325.00)	0.00	(445.00)
05 704 0114	Jh Track	394.22	3,530.00	1,260.00	0.00	(1,875.78)
05 704 0116	Season Pass	2,130.00	0.00	460.00	0.00	2,590.00
05 704 0117	Girls Golf	(90.00)	2,236.50	480.00	0.00	(1,846.50)
05 704 0118	Boys Golf	0.00	2,003.25	0.00	0.00	(2,003.25)
05 704 0129	Coach - Fb	209.37	(395.00)	0.00	0.00	604.37
05 704 0130	Coach - Vb	94.87	0.00	0.00	0.00	94.87
05 704 0131	Coach - Girls Bb	4,511.88	566.40	937.00	0.00	4,882.48
05 704 0132	Coach - Boys Bb	996.08	0.00	0.00	0.00	996.08
05 704 0133	Coach - Jh Bb	555.00	806.76	0.00	0.00	(251.76)
05 704 0135	Coach - Girls Golf	456.91	0.00	0.00	0.00	456.91
05 704 0136	Coach - Boys Golf	981.36	553.99	2,117.35	(940.00)	1,604.72
05 704 0137	Coach - Track	1,349.16	1,202.56	300.00	0.00	446.60
05 704 0138	Coach - Jh Vb	867.26	143.34	0.00	0.00	723.92
05 704 0200	Band Uniforms	262.11	0.00	0.00	0.00	262.11
05 704 0201	Band	1,748.28	395.90	445.75	0.00	1,798.13
05 704 0202	Chorus	2,119.64	0.00	0.00	0.00	2,119.64
05 704 0203	Marching Shoes	(747.96)	0.00	0.00	0.00	(747.96)
05 704 0204	Vocal Clinic	2,438.47	10,180.10	12,532.00	0.00	4,790.37
05 704 0207	District Music	4,287.09	0.00	0.00	0.00	4,287.09
05 704 0301	Art	2,617.83	391.02	200.00	0.00	2,426.81
05 704 0304	All School Play	6,162.23	2,347.20	1,524.00	0.00	5,339.03
05 704 0305	One Act	0.00	1,938.19	537.25	(160.00)	(1,560.94)
05 704 0403	Fbla	(2,024.30)	15,370.79	2,829.01	(180.19)	(14,746.27)
05 704 0404	Ind Tech/ag Projects	94.71	1,614.91	684.35	(224.86)	(1,060.71)
05 704 0405	Ffa	555.31	10,982.94	26,395.61	(6,776.60)	9,191.38
05 704 0407	Science Club	1,229.12	0.00	0.00	0.00	1,229.12

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2025 - 05/2026

Regular; Beginning Month 09/2025; Processing Month 05/2026; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0408	Biology/english Trip	367.20	0.00	0.00	0.00	367.20
05 704 0409	Quiz Bowl/math Club	98.39	580.00	0.00	(200.00)	(681.61)
05 704 0410	Coach - Jh Robotics	983.23	0.00	0.00	0.00	983.23
05 704 0411	Coach - Hs Robotics	702.15	0.00	0.00	0.00	702.15
05 704 0450	Jh Robotics	1,957.59	1,776.48	1,619.80	0.00	1,800.91
05 704 0451	Hs Robotics	0.00	169.43	0.00	0.00	(169.43)
05 704 0503	Class Of 2023	40.53	0.00	0.00	0.00	40.53
05 704 0506	Class Of 2026	1,397.09	2,048.50	687.95	0.00	36.54
05 704 0507	Class Of 2027	4,764.86	4,956.71	2,324.63	0.00	2,132.78
05 704 0508	Class Of 2028	7,372.11	0.00	0.00	0.00	7,372.11
05 704 0509	Class Of 2029	0.00	0.00	356.37	164.75	521.12
05 704 0601	National Honor Society	175.09	2,120.66	2,422.00	0.00	476.43
05 704 0701	Hcs Customs	732.79	4,638.52	4,662.72	(468.61)	288.38
05 704 0709	Yearbook	1,748.42	7,174.07	5,243.00	0.00	(182.65)
05 704 0801	Student Council	0.00	919.45	778.32	(102.89)	(244.02)
05 704 0802	Concessions	8,131.82	31,990.83	26,736.95	0.00	2,877.94
05 704 0804	Interest On Act Acct	478.06	0.00	0.00	0.00	478.06
05 704 0806	Elem Student Council	2,975.18	57.44	399.20	0.00	3,316.94
05 704 0913	Revolving - Secondary	(224.58)	1,090.56	1,122.80	0.00	(192.34)
05 704 0914	Revolving - Elementary	2,726.06	0.00	0.00	0.00	2,726.06
05 704 0915	Student Supplies	851.50	0.00	(161.92)	0.00	689.58
05 704 0918	John Baylor Test Prep	2,200.00	0.00	0.00	0.00	2,200.00
05 704 0924	Ott Scholarship	27,096.21	1,000.00	0.00	0.00	26,096.21
05 704 0936	Field Trip Grant	4,273.89	0.00	0.00	0.00	4,273.89
05 704 0937	Circle Of Friends Autism Grant	828.84	0.00	0.00	0.00	828.84
05 704 0938	If Kids Could Cure Grant	6,518.63	0.00	0.00	0.00	6,518.63
05 704 0939	Girls On The Run	584.58	0.00	0.00	0.00	584.58
05 704 0941	Early Intervention	121.64	0.00	0.00	0.00	121.64
05 704 0950	Computer Deposits	26,559.65	99.96	89.00	0.00	26,548.69
05 704 0951	Staff Lounge Account	118.17	0.00	0.00	0.00	118.17
05 704 0952	Eha Elevate Program	2,419.06	3,430.55	3,000.00	(252.79)	1,735.72
05 704 0953	Stuhr	141,291.38	0.00	934.16	0.00	142,225.54
Fund Total: 05		277,535.18	147,432.06	117,705.20	(9,412.37)	238,395.95

05/08/2026 12:01 PM

Regular; Processing Month 05/2026; Fund Number 01

User ID: JMAY

Function Part 3		Revised Budget	Activity During Month	Activity to Date	Balance at EOM	% of Budget
9	Expenditure					
01	GENERAL FUND					
1100	REGULAR INSTRUCTION	3,070,107.00	14,561.29	1,892,800.28	1,177,306.72	61.82
1200	SPED - SA	1,079,000.00	3,745.38	476,282.54	602,717.46	44.42
1290	1290	68,112.00	0.00	41,846.00	26,266.00	61.95
1300	SUMMER SCHOOL	3,526.00	0.00	0.00	3,526.00	0.00
2110	ATTENDANCE & SOCIAL WORK SVCS	0.00	0.00	1,900.00	(1,900.00)	0.00
2120	GUIDANCE SERVICES	110,258.00	0.00	62,090.90	48,167.10	56.36
2130	HEALTH SERVICES - GEN ED	11,351.00	0.00	2,649.80	8,701.20	23.34
2140	PSYCHOLOGICAL SVCS - GEN ED	190,000.00	6,124.99	92,995.87	97,004.13	48.95
2150	SPEECH PATH & AUDIOLOGY SVCS - GEN ED	124,848.00	338.99	89,587.93	35,260.07	71.76
2160	OCCUPATIONAL THERAPY SVCS - GEN ED	73,000.00	5,080.41	37,841.89	35,158.11	51.84
2170	PHYSICAL THERAPY SVCS - GEN ED	40,000.00	1,298.10	12,701.10	27,298.90	31.75
2180	VISION SERVICES - GEN ED	11,060.00	314.55	2,900.21	8,159.79	26.22
2210	2210	32,957.00	180.00	3,126.29	29,830.71	11.52
2220	LIBRARY/MEDIA SERVICES	192,987.00	147.94	109,036.05	83,950.95	58.59
2230	INSTRUCTION-RELATED TECHNOLOGY	39,567.00	0.00	34,482.83	5,084.17	87.15
2240	ACADEMIC STUDENT ASSESSMENT	26,450.00	0.00	2,527.80	23,922.20	16.17
2310	BOARD OF EDUCATION	77,000.00	632.20	22,359.85	54,640.15	29.05
2320	EXECUTIVE ADMINISTRATION	410,333.00	(679.64)	260,670.20	149,662.80	63.53
2330	DISTRICT LEGAL SERVICES	15,000.00	11,846.50	15,335.00	(335.00)	102.23
2410	OFFICE OF THE PRINCIPAL	434,757.00	(1,019.46)	275,222.74	159,534.26	63.30
2490	SCHOOL ADMINISTRATION - OTHER	36,009.00	0.00	14,441.06	21,567.94	40.10
2510	FISCAL SERVICES	39,200.00	2,818.00	35,650.11	3,549.89	90.94
2530	printing publishing	0.00	0.00	(1,429.54)	1,429.54	0.00
2560	PUBLIC INFORMATION SERVICES	118,200.00	2,101.68	30,533.40	87,666.60	25.83
2580	ADMINISTRATIVE TECHNOLOGY SERVICES	64,631.00	320.72	34,439.58	30,191.42	53.29
2610	OPERATION OF BUILDINGS	906,538.00	20,584.35	553,920.71	352,617.29	61.10
2620	MAINTENANCE OF BUILDINGS	0.00	0.00	759.26	(759.26)	0.00
2710	VEHICLE OPERATION & PURCH - GEN ED	408,594.00	8,451.73	178,277.65	230,316.35	43.63
2730	VEHICLE SERVICING & MAINT - GEN ED	86,000.00	1,243.37	31,821.19	54,178.81	37.00
3300	COMMUNITY SERVICES OPERATIONS	20,723.00	925.00	925.00	19,798.00	4.46
3530	3530	8,000.00	(131.50)	16,883.81	(8,883.81)	211.05
6200	TITLE IA	79,726.00	0.00	45,778.95	33,947.05	57.42
6400	6400	125,020.00	0.00	72,766.88	52,253.12	58.20
6990	OTHER FEDERAL PROGRAMS	32,000.00	0.00	0.00	32,000.00	0.00
01	GENERAL FUND	7,934,954.00	78,884.60	4,451,125.34	3,483,828.66	56.28
9	Expenditure	7,934,954.00	78,884.60	4,451,125.34	3,483,828.66	56.28

FUND BALANCE REPORT

as of APRIL 30, 2026

Fund: 01	GENERAL FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		2,982,870.09	536,716.23	300,275.89	2,746,429.75	3,096,053.13
Fund: 02	DEPRECIATION RESERVE FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		1,087,801.23	15,712.08	1,630.54	1,073,719.69	927,455.81
Fund: 03	UNEMPLOYMENT FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		3,189.77	0.00	0.00	3,189.77	3,116.23
Fund: 06	SCHOOL LUNCH/MILK FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		65,888.87	29,861.48	25,127.13	61,154.52	161,657.61
Fund: 07	BOND FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		403,792.37	0.00	33,923.14	437,715.51	442,215.74
Fund: 08	SPECIAL BUILDING FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		2,564,907.14	9,845.50	2,973.81	2,564,907.14	6,460,275.37