Schuyler Community Schools
Board of Education Regular Meeting
Monday, March 9, 2026 6:30 PM
Schuyler Community Schools Board Room
2023 Colfax Street
Schuyler, NE 68661

Posting Locations:
- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: March 5, 2026

Attendance Taken at 6:30 PM.

Richard Brabec:	Present
Amanda Jedlicka:	Present
Paul Pleskach:	Present
Dr Renee Sayer:	Present
Virginia Semerad:	Present
Brian Vavricek:	Present

Present: 6.

I. Opening the Meeting

II. Pledge of Allegiance

III. Call to Order

IV. District Mission Statement

STRIVE - COMMIT - SUCCEED - District Mission Statement

Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

V. Nebraska Open Meetings Law

This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

Nebraska Open Meetings Act:
http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

VI. Publication of Meeting

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
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- Colfax County Courthouse

Posted Date: March 5, 2026

VII. Board Member Roll Call

VIII. Approval of Agenda

IX. Consent Agenda

Discuss, Consider and Take Action on the consent agenda. This motion, made by Brian Vavricek and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

IX.A. Minutes of the February 9, 2026 meeting of the board

IX.B. Financial Report

IX.B.1. Approval of $14,000 for the activities fund to be used for officials, fees, and other related costs. The details of these expenditures will be presented to the board at the next board meeting.

IX.C. New Hire Recommendations:

Madison Sutton — (BA+27 Step 1 Middle School PE)
Emily Beckman — (BA Step 1 Elementary Teacher)
Yeimmy Parada — (MA Step 11 SES Dual Language)
Kathy Lewis — (MA+27 Step 11 Middle School EL)

IX.D. Resignations:

IX.D.1.

Jayme Puntney - Preschool
Karina Lopez - Preschool
Kari Bazata - Elementary
Jasmin Lizcano - Elementary
Morgan Semerad - Middle/High School
Josh Rowan - Middle School
Brooke Rowan - High School
Hallett Moomey - High School

IX.D.2. Retirement

IX.D.2.1. Kelly Kort - The Board would like to thank Kelly Kort for her 19 years of service to the Schuyler Community Schools and students. We wish her the very best in her retirement.

IX.E. Policies

IX.E.1. Reviewed policies with no substantial changes.

X. Public Comment

XI. The Schuyler High School Student Council

XII. Discussion/Information Items

XII.A. Presentation on Language Arts Adoption

XII.B. Summer Carpet Projects - the following proposed carpet replacements are part of our yearly maintenance plan to ensure carpet and floor coverings are in good working order.

Elementary School - 3 classrooms ($12,809.86)
Middle School - Band Room and Commons ($19,294.29)
High School - Front Office, Classroom, Library ($18,255.00)

XII.C. Review of the recommended bids for the HVAC and Fire Alarm project.

XII.D. Presentation on 2024-2025 Audit and 2 year fiscal review

XII.E. Apple Computer order for Staff

This purchase is part of our technology plan and provides computers for our staff over the next four years. The quote includes Apple Care to address breakage or maintenance issues.

XIII. Action Items

XIII.A. Review, discuss, and consider the proposed carpet replacements at the elementary, middle, and high schools.

Approve the proposed carpet replacements as presented at a total cost not to exceed $52,000. This motion, made by Amanda Jedlicka and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIII.B. Review, discuss, and consider the recommended bids for the HVAC and Fire Alarm project.

Make a motion to accept and approve the bids from Genesis Contracting Group, LLC. for the HVAC and Fire Alarm work. This motion, made by Brian Vavricek and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIII.C. Review, discuss, and consider 2024-2025 Audit

Approve the audit as presented. This motion, made by Dr Renee Sayer and seconded by Paul Pleskach, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIII.D. Review, discuss, and consider the Apple Computer Order.

Approve the Apple Computer order with Apple Care as presented. This motion, made by Virginia Semerad and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIII.E. Review, discuss, and consider the 2026-2027 school calendar.

Make a motion to approve the 2026-2027 school calendar as presented. This motion, made by Amanda Jedlicka and seconded by Dr Renee Sayer, Passed.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIV. Information Items: Reports

XIV.A. Building/District Administrators

XIV.A.1. **Student Recognition**

XIV.A.2. Building principals will present on staffing update and walk-throughs.

XIV.B. **Board Committee Reports**

Monday, February 16th from 8:30 a.m. - 3:00 p.m. Board Presidents Retreat in Kearney (Rich, Amanda)

Monday, March 2nd @ 6:00 Building/Grounds/Transportation (Brian, Renee, Virginia)

Monday, March 2nd @ 7:00 Board Policy/Handbooks/Support Programs (Paul, Renee, Rich)

Wednesday, March 4th @ 6:00 American Civics, Assessment and Instruction (Amanda, Renee, Rich)

Wednesday, March 4th @ 7:00 Budget/Finance/Negotiations (Amanda, Paul, Rich)

This committee is responsible for reviewing curriculum recommendations, textbook selection, requisitions/inventory, and instructional programs.

XIV.C. Safety Plan Update

XIV.D. Schuyler Community Schools Foundation Report

XV. Adjourn

adjourn. This motion, made by Amanda Jedlicka and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

Source: Laws 2004, LB 821, § 34.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.
Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. McQuinn v. Douglas Cty. Sch. Dist. No. 66, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. Marks v. Judicial Nominating Comm., 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. Grein v. Board of Education of Fremont, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

Operative Date: July 21, 2022

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. Steenblock v. Elkhorn Township Bd., 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. Nixon v. Madison Co. Ag. Soc'y, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. State ex rel. Schuler v. Dunbar, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. State ex rel. Newman v. Columbus Township Bd., 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. Johnson v. Nebraska Environmental Control Council, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. State ex rel. Upper Republican NRD v. District Judges, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. Grein v. Board of Education, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. Simonds v. Board of Examiners, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. Meyer v. Board of Regents, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.
Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.
Note: Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

Cross References

- **Intergovernmental Risk Management Act,** see section 44-4301.
- **Interlocal Cooperation Act,** see section 13-801.
- **Joint Public Agency Act,** see section 13-2501.

- **Municipal Cooperative Financing Act,** see section 18-2401.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." Steenblock v. Elkhorn Township Bd., 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. Alexander v. School Dist. No. 17, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. Stoetzel & Sons v. City of Hastings, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.
Effective Date: July 21, 2022
Annotations

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. Hauser v. Nebraska Police Stds. Adv. Council, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. State ex rel. Schuler v. Dunbar, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. State ex rel. Schuler v. Dunbar, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. Schauer v. Grooms, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. County of York v. Johnson, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. Tracy Corp. II v. Nebraska Pub. Serv. Comm., 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. Box Butte County v. State Board of Equalization and Assessment, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. Witt v. School District No. 70, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. Alexander v. School Dist. No. 17, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414

Date: July 2022

Schuyler Community Schools
Board of Education Regular Meeting
Monday, February 9, 2026 6:30 PM
Schuyler Community Schools Board Room
2023 Colfax Street
Schuyler, NE 68661

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 02/04/2026
Attendance Taken at 6:30 PM.

Richard Brabec:	Present
Amanda Jedlicka:	Present
Paul Pleskach:	Present
Dr Renee Sayer:	Present
Virginia Semerad:	Present
Brian Vavricek:	Present

Present: 6.

I. Opening the Meeting
Action Item

II. Pledge of Allegiance
Action Item

III. Call to Order
Action Item

IV. District Mission Statement
Action Item
STRIVE - COMMIT - SUCCEED - District Mission Statement

Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of

the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

V. Nebraska Open Meetings Law
Action Item
This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

Nebraska Open Meetings Act:
http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

VI. Publication of Meeting
Action Item
Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 02/04/2026

VII. Board Member Roll Call
Action Item

VIII. Approval of Agenda
Action Item

IX. Consent Agenda
Action Item

Discuss, Consider and Take Action on the consent agenda. This motion, made by Amanda Jedlicka and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

IX.A. Minutes of the January 12, 2026 meeting of the board
Action Item

IX.B. Financial Report
Action Item

IX.B.1. Approval of $15,000 for the activities fund to be used for officials, fees, and other related costs. The details of these expenditures will be presented to the board at the next board meeting.
Action Item

IX.C. New Hire Recommendations:
Action Item

IX.C.1.
Myra Babagay (BA+27 Step 11)
Alyssa Denman (BA Step 1 Elementary Teacher)
Adisyn Mendlik (BA Step 1 Elementary Teacher)
Action Item

IX.D. Resignations:
Action Item

IX.D.1.
Amanda Richards (English Language Development)
Jon Bos (Physical Education)
Kasey Nolan (7th grade science)
Andra Pracheil (4th grade)
Shana Schrier (Special Education)
Julee Jaixen (English Language Arts)
Action Item

IX.E. Retirement:
The Board would like to thank John Sayer for his 27 years of service to the Schuyler Community Schools and students. We wish him the very best in his retirement.
Action Item

X. Public Comment
Action Item

XI. Discussion/Information Items
Action Item

XI.A.
Allison Arriaga Lomeli will present on the Schuyler Chapter FCCLA events and programs.
Action Item

XI.B. Discuss the proposed pay scale for all classified staff.

This proposal represents a 5.8% increase with an estimated cost of $240,000.
Action Item

XI.C. Discuss the proposed 2026-2027 Master Agreement for all certified staff.

This proposal represents a 5.7% increase with an estimated cost of $850,000.
Action Item

XI.D. Calendar
Action Item

XI.E. Winter Map Scores
Action Item

XII. Action Items
Action Item

XII.A. Approve transfer of $125,000 from the Special Building Fund to QCPUF as replacement for previous fund transfer.
Action Item

Make a motion to approve the transfer of $125,000 from the Special Builidng Fund to the QCPUF Fund. This motion, made by Amanda Jedlicka and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XII.B. Approve Contract for Athletic Trainer
Action Item

Make a motion to approve the contract for Athletic Trainer as presented. This motion, made by Virginia Semerad and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XII.C. Approve pay scale for all classified staff.

This proposal represents a 5.8% increase with an estimated cost of $240,000.
Action Item

Make a motion to approve the proposed pay scale as presented. This motion, made by Amanda

Jedlicka and seconded by Paul Pleskach, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XII.D. Approve 2026-2027 Master Agreement for all certified staff.

This proposal represents a 5.7% increase with an estimated cost of $850,000.
Action Item

Make a motion to approve the 2026-2027 Master Agreement as presented. This motion, made by Dr Renee Sayer and seconded by Amanda Jedlicka, Passed.
Brian Vavricek: Abstain (With Conflict), Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Abstain (With Conflict): 1

XIII. Information Items: Reports
Action Item

XIII.A. Building/District Administrators
Action Item

XIII.A.1. Presentation on New Staff Onboarding and Mentor Program
Action Item

XIII.B. Superintendent
Action Item

XIII.B.1.
Facilities Update
Financial Update
Action Item

XIII.C. Board Committee Reports
Action Item
This committee is responsible for reviewing curriculum recommendations, textbook selection, requisitions/inventory, and instructional programs.

XIII.C.1.

Legislative Issues Conference, January 25th and 26th
(Paul, Rich, Amanda, Brian)

Wednesday, February 4th @ 7:00 Budget/Finance/Negotiations (Amanda, Paul, Rich)

Action Item

XIII.D. Schuyler Community Schools Foundation Report
Action Item

XIV. Adjourn
Action Item

adjourn. This motion, made by Dr Renee Sayer and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Paul Pleskach: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number: 7 Check Type: Automatic Payment Check Date: 02/05/2026 Vendor: BANOF BANK OF THE VALLEY Check Total: 30.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260205	02/05/2026	FY25-26-1631	Stop Payment on Ref. Check auto withdraw	05 2900 610 008 2800	30.00

Check Number: 42207 Check Type: Check Check Date: 02/09/2026 Vendor: BRAJEF JEFFREY BRACHT Check Total: 160.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260209	02/09/2026	FY25-26-1638	Varsity Girls & Boys BB Official for 2/1	05 2900 610 001 2150	160.00

Check Number: 42208 Check Type: Check Check Date: 02/09/2026 Vendor: MORSE WYATT MORSE Check Total: 160.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260209	02/09/2026	FY25-26-1651	Girls & Boys Varsity BB Official for 2/1	05 2900 610 001 2100	80.00
20260209	02/09/2026	FY25-26-1651	Girls & Boys Varsity BB Official for 2/1	05 2900 610 001 2150	80.00

Check Number: 42209 Check Type: Check Check Date: 02/09/2026 Vendor: OTT JORDAN OTT Check Total: 300.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260205	02/05/2026	FY25-26-1632	Ref SMS BB 2-3-26	05 2900 610 008 2800	180.00
20260209	02/09/2026	FY25-26-1656	Basketball official	05 2900 352 008 2800	120.00

Check Number: 42210 Check Type: Check Check Date: 02/09/2026 Vendor: BOOPJ P J BOOK Check Total: 160.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260209	02/09/2026	FY25-26-1637	Girls & Boys Varsity BB Official for 2/1	05 2900 610 001 2100	160.00

Check Number: 42211 Check Type: Check Check Date: 02/09/2026 Vendor: SWAN JARED SWAN Check Total: 150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260209	02/09/2026	FY25-26-1635	Girls & Boys JV BB Official for 2/10/26	05 2900 610 001 2100	150.00

Check Number: 42212 Check Type: Check Check Date: 02/09/2026 Vendor: RITTOM TOM RITZDORF Check Total: 120.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260209	02/09/2026	FY25-26-1658	ref SMS B BB 2-9-26	05 2900 610 008 2800	120.00

Check Number: 42213 Check Type: Check Check Date: 02/09/2026 Vendor: WARD RILEY WARD Check Total: 150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260209	02/09/2026	FY25-26-1636	Girls & Boys JV BB Official for 2/10/26	05 2900 610 001 2150	150.00
V*20260209	02/12/2026	FY25-26-1636	Girls & Boys JV BB Official for 2/10/26	05 2900 610 001 2150	(150.00)

Check Number: 42214 Check Type: Check Check Date: 02/12/2026 Vendor: BENITEZ FRANCO BENITEZ Check Total: 350.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1683	DJ for Sweetheart	05 2900 610 001 5550	350.00

Check Number: 42215 Check Type: Check Check Date: 02/12/2026 Vendor: BRABBLAK BRABEC BLAKE Check Total: 180.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1685	Basketball official	05 2900 352 008 2800	180.00

Check Number: 42216 Check Type: Check Check Date: 02/12/2026 Vendor: KRIBO BO KRIVOHLAVEK Check Total: 170.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1694	Varsity Girls & Boys BB Official for 2/1	05 2900 610 001 2150	170.00

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number: 42217 Check Type: Check Check Date: 02/12/2026 Vendor: KINCHA CHASE KING Check Total: 146.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1697	Speech Judge for 2/20/26 Invite. 5 roun	05 2900 610 001 5100	146.50
V*20260212	02/24/2026	FY25-26-1697	Speech Judge for 2/20/26 Invite. 5 roun	05 2900 610 001 5100	(146.50)

Check Number: 42218 Check Type: Check Check Date: 02/12/2026 Vendor: CREHS CRETE PUBLIC SCHOOLS Check Total: 100.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260210	02/10/2026	FY25-26-1672	Entry fee	05 2900 610 008 2800	100.00

Check Number: 42219 Check Type: Check Check Date: 02/12/2026 Vendor: DAVCIT DAVID CITY HIGH SCHOOL Check Total: 371.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1692	David City Speech Meet Entry Fees	05 2900 610 001 5100	371.00

Check Number: 42220 Check Type: Check Check Date: 02/12/2026 Vendor: GONZALEZ1 BRYAN GONZALEZ Check Total: 150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1690	JV Girls & Boys BB Official for 2/13/26	05 2900 610 001 2100	150.00

Check Number: 42221 Check Type: Check Check Date: 02/12/2026 Vendor: GRADY NOAH GRADY Check Total: 128.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1696	Judge 2/20/26 SCHS Invite. 5 rounds + 16	05 2900 610 001 5100	128.50

Check Number: 42222 Check Type: Check Check Date: 02/12/2026 Vendor: GREOTT GREG OTTEMAN Check Total: 170.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1695	Varsity Girls & Boys BB Official for 2/1	05 2900 610 001 2100	85.00
20260212	02/12/2026	FY25-26-1695	Varsity Girls & Boys BB Official for 2/1	05 2900 610 001 2150	85.00

Check Number: 42223 Check Type: Check Check Date: 02/12/2026 Vendor: HALL NATHAN HALL Check Total: 150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1691	JV Girls & Boys BB Official for 2/13/26	05 2900 610 001 2150	150.00

Check Number: 42224 Check Type: Check Check Date: 02/12/2026 Vendor: MOSJAI JAIMIE MOSBY Check Total: 168.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1700	Speech Judge for 2/20/26 Meet. 5 rounds	05 2900 610 001 5100	168.50

Check Number: 42225 Check Type: Check Check Date: 02/12/2026 Vendor: JOHNSON2 JAEL JOHNSON Check Total: 205.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1698	Speech Judge for 2/20/26 Meet. 5 rounds	05 2900 610 001 5100	205.50

Check Number: 42226 Check Type: Check Check Date: 02/12/2026 Vendor: BRABKASE KASEY BRABEC Check Total: 172.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1699	Speech Judge for 2/20/26 Meet. 5 rounds	05 2900 610 001 5100	172.50

Check Number: 42227 Check Type: Check Check Date: 02/12/2026 Vendor: KEVMAR KEVIN MARIK Check Total: 140.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1701	Speech Judge for 2/20/26 Meet. 5 rounds	05 2900 610 001 5100	140.50

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number	Check Type	Check Date	Vendor		Check Total
42228	Check	02/12/2026	ULFMAR	MARK ULFERTS	150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1678	JV BB Official for 2/10/26 w/Lincoln Lut	05 2900 610 001 2150	150.00

Check Number	Check Type	Check Date	Vendor		Check Total
42229	Check	02/12/2026	NEWGRO	NEWMAN GROVE PUBLIC SCHOOLS	234.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260210	02/10/2026	FY25-26-1662	FFA District CDE Round 2 Lunch (2/16)	05 2900 610 001 5200	234.00

Check Number	Check Type	Check Date	Vendor		Check Total
42230	Check	02/12/2026	NORPUB	NORFOLK PUBLIC SCHOOLS	150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260210	02/10/2026	FY25-26-1671	Entry Fee	05 2900 610 008 2800	150.00

Check Number	Check Type	Check Date	Vendor		Check Total
42231	Check	02/12/2026	OTT	JORDAN OTT	180.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1686	Basketball official	05 2900 352 008 2800	180.00

Check Number	Check Type	Check Date	Vendor		Check Total
42232	Check	02/12/2026	PIEPUB	PIERCE PUBLIC SCHOOLS	100.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1673	Entry fee	05 2900 610 008 2800	100.00

Check Number	Check Type	Check Date	Vendor		Check Total
42233	Check	02/12/2026	ROORAN	RANDY ROOD	160.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1702	Speech Judge for 2/20/26 Meet. 5 rounds	05 2900 610 001 5100	160.50

Check Number	Check Type	Check Date	Vendor		Check Total
42234	Check	02/12/2026	KRISET	SETH KRIVOHLAVEK	170.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260212	02/12/2026	FY25-26-1693	Varsity BB Official for Girls & Boys on	05 2900 610 001 2100	170.00

Check Number	Check Type	Check Date	Vendor		Check Total
42235	Check	02/17/2026	SCSACT	SCS ACTIVITY FUND	50.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260217	02/17/2026	FY25-26-1724	Concession Cash Box was Shorted from the	05 2900 610 001 2900	50.00

Check Number	Check Type	Check Date	Vendor		Check Total
42236	Check	02/17/2026	MUSICTHEAT	MUSIC THEATRE INTERNATIONAL	2,875.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260217	02/17/2026	FY25-26-1359	Royalty Fees	05 2900 610 001 4025	330.00
20260217	02/17/2026	FY25-26-1359	Rental- standard set of materials	05 2900 610 001 4025	745.00
20260217	02/17/2026	FY25-26-1359	Additional weeks- 5 more weeks added to	05 2900 610 001 4025	300.00
20260217	02/17/2026	FY25-26-1359	Security Fee	05 2900 610 001 4025	400.00
20260217	02/17/2026	FY25-26-1359	Digital recordings for rehearsals and pe	05 2900 610 001 4025	750.00
20260217	02/17/2026	FY25-26-1359	Rehearsal App	05 2900 610 001 4025	350.00

Check Number	Check Type	Check Date	Vendor		Check Total
42237	Check	02/24/2026	GRADY	NOAH GRADY	135.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260223	02/23/2026	FY25-26-1772	Certified Speech Judge for 2/14/26 at Da	05 2900 610 001 5100	135.00

Check Number	Check Type	Check Date	Vendor		Check Total
42238	Check	02/24/2026	JOSFUE	JOSUE FUENTES	101.25

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260223	02/23/2026	FY25-26-1771	Non Certified Judge for 2/14/26 Meet in	05 2900 610 001 5100	101.25

Check Number: 42239 Check Type: Check Check Date: 02/26/2026 Vendor: BEVGRU BEV GRUEBER Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1849	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42240 Check Type: Check Check Date: 02/26/2026 Vendor: DAVIS KATIE DAVIS Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1843	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42241 Check Type: Check Check Date: 02/26/2026 Vendor: DEMERSSAHL PAYTON DEMERS-SAHLING Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1842	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42242 Check Type: Check Check Date: 02/26/2026 Vendor: ERHART JENNI ERHART Check Total: 196.91

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1841	Speech Judge for the Conference Meet in	05 2900 610 001 2900	196.91

Check Number: 42243 Check Type: Check Check Date: 02/26/2026 Vendor: VOLGAI GAILEN VOLQUARDSEN Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1845	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42244 Check Type: Check Check Date: 02/26/2026 Vendor: GOETZINGER BRENT GOETZINGER Check Total: 196.91

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1844	Speech Judge for the Conference Meet in	05 2900 610 001 2900	196.91

Check Number: 42245 Check Type: Check Check Date: 02/26/2026 Vendor: MOSJAI JAIMIE MOSBY Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1840	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42246 Check Type: Check Check Date: 02/26/2026 Vendor: JENOCK JENA OCKANDER Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1837	Speech Judge for the Conference Meet at	05 2900 610 001 2900	168.78

Check Number: 42247 Check Type: Check Check Date: 02/26/2026 Vendor: BRABKASE KASEY BRABEC Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1839	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42248 Check Type: Check Check Date: 02/26/2026 Vendor: KEVMAR KEVIN MARIK Check Total: 168.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1847	Speech Judge for the Conference Meet in	05 2900 610 001 2900	168.78

Check Number: 42249 Check Type: Check Check Date: 02/26/2026 Vendor: KOLTERMAN CLARK KOLTERMAN Check Total: 112.52

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1850	Speech Judge for the Conference Meet in	05 2900 610 001 2900	112.52

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number: 42250	Check Type: Check	Check Date: 02/26/2026	Vendor: MENISH	MICHAEL MENISH	Check Total:	196.91
Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount	
20260225	02/25/2026	FY25-26-1838	Speech Judge for the Conference Meet in	05 2900 610 001 2900	196.91	
Check Number: 42251	Check Type: Check	Check Date: 02/26/2026	Vendor: MILLINGTON	KATE MILLINGTON	Check Total:	198.17
Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount	
20260225	02/25/2026	FY25-26-1846	Speech Judge for the Conference Meet in	05 2900 610 001 2900	198.17	
Check Number: 42252	Check Type: Check	Check Date: 02/26/2026	Vendor: WHITNEY1	STEVEN WHITNEY	Check Total:	196.91
Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount	
20260225	02/25/2026	FY25-26-1848	Speech Judge for the Conference Meet in	05 2900 610 001 2900	196.91	
Check Number: 42280	Check Type: Check	Check Date: 03/04/2026	Vendor: JOSFUE	JOSUE FUENTES	Check Total:	184.75
Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount	
20260304	03/04/2026	FY25-26-1908	Non Certified Judge for 2/28 at Lakeview	05 2900 610 001 5100	108.75	
20260304-0001	03/04/2026	FY25-26-1909	Non Certified Judge for 3/10/26 Meet in	05 2900 610 001 5100	76.00	

*Denotes Expensed Invoice Item

Checking Account ID: 5

Total without Voids: 10,475.57

COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
ALL FUNDS
For Month Ending Feb. 27th, 2026

	2025-2026			
	Beginning	Monthly	Monthly	Ending
Fund/Account	Balance	Receipts	Disbursements	Balance
GENERAL FUND	$2,091,813.23	$5,054,850.72	1,993,087.53	$5,153,576.42
DEPRECIATION RESERVE FUND	$123,671.56	$117.06	$0.00	$123,788.62
EMPLOYEE BENEFIT FUND	$104,256.92	$4,439.23	$8,352.18	$100,343.97
Employee BENEFIT FUND CD	$14,282.85			$14,282.85
QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND	$3,346,706.85	$429,165.04	$0.00	$3,775,871.89
SPECIAL BUILDING FUND	$1,119,599.91	$32,726.10	$38,539.21	$1,113,786.80
COOPERATIVE FUND	$41,779.73	$2,946.07	$0.00	$44,725.80
STUDENT FEE FUND	$116,504.68	$497.60	$0.00	$117,002.28
SCHOOL LUNCH FUND	$461,396.84	$130,779.42	$90,409.22	$501,767.04
BOND FUND	$395,102.33	$90,287.05	$0.00	$485,389.38
ACTIVITIES ACCOUNT	$544,083.66	$51,919.23	$63,390.36	$532,612.53
TOTAL ALL FUNDS	$8,359,198.56	$5,797,727.52	$2,193,778.50	$11,963,147.58

myra.babagay76@gmail.com

Checking Account: 1 MAIN CHECKING

Check Number: 50193 Check Type: Check Check Date: 03/09/2026 Vendor: 3EELE 3E ELECTRICAL ENGINEERING & EQUIPMENT CO Check Total: 94.71

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9088539-00	02/16/2026	FY25-26-1717	time clock	01 2610 610 000	94.71

Check Number: 50194 Check Type: Check Check Date: 03/09/2026 Vendor: ALBEALLA ALBERS ALL AROUND Check Total: 3,089.96

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
775	02/17/2026	FY25-26-1667	district office repairs	01 2620 431 000	1,832.96
779	01/26/2026	FY25-26-1667	middle school drain cleaning	01 2620 431 008	857.00
797	02/12/2026	FY25-26-1802	toilet replacement	01 2620 431 000	400.00

Check Number: 50195 Check Type: Check Check Date: 03/09/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 2,437.43

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
179H-LRHJ-F36W	03/03/2026	FY25-26-1731	Mayco Elements Glazes 12-Pint Set 2 (ELU	01 1100 610 001	870.60
179H-LRHJ-F36W	03/03/2026	FY25-26-1731	S & H	01 1100 610 001	48.39
1DL1-6V7K-V6PJ	02/20/2026	FY25-26-1213	6 Pack Small Diamond Painting Kits for K	01 1100 610 000 9031	63.96
1DL1-6V7K-V6PJ	02/20/2026	FY25-26-1213	S & H	01 1100 610 000 9031	0.70
1DL1-6V7K-V6PJ	02/20/2026	FY25-26-1213	Promos & Discounts	01 1100 610 000 9031	(7.09)
1FQW-N7GR-XJMV	02/17/2026	FY25-26-1664	Materials, snacks and books for families	01 3541 610 009 0601	660.99
1HMJ-YNTY-GM74	02/10/2026	FY25-26-1611	Wheelchair Seat Belt Restraints Harness	01 1200 610 000	21.99
1HMJ-YNTY-GM74	02/10/2026	FY25-26-1611	Oral Motor Therapy Tools	01 1200 610 000	27.99
1HMJ-YNTY-GM74	02/10/2026	FY25-26-1611	Amazon Basics Clear Thermal Laminating P	01 1200 610 000	17.24
1HMJ-YNTY-GM74	02/10/2026	FY25-26-1611	Amazon Elements Baby Wipes, Unscented	01 1200 610 000	15.29
1HMJ-YNTY-GM74	02/10/2026	FY25-26-1611	Febreze Air Mist	01 1200 610 000	20.94
1HMJ-YNTY-GM74	02/10/2026	FY25-26-1611	Carpet Cleaner Machine Upholstery	01 1200 610 000	49.99
1JVG-7JPH-Q7PW	02/09/2026	FY25-26-1624	Pipe Cleaners Black Chenille Stems 400 P	01 1100 610 003	8.99
1JVG-7JPH-Q7PW	02/09/2026	FY25-26-1624	50 Pcs White Blank Full Face Masks Plast	01 1100 610 003	92.97
1JVG-7JPH-Q7PW	02/09/2026	FY25-26-1624	S & H	01 1100 610 003	6.99
1JVG-7JPH-Q7PW	02/09/2026	FY25-26-1624	Promos & Discounts	01 1100 610 003	(12.57)
1K3H-RPHV-YC9K	02/17/2026	FY25-26-1715	water filter	01 2610 610 001	69.99
1LJR-MMXQ-41K9	02/06/2026	FY25-26-1539	HoRiMe Number Pad for Laptop - Rechargea	01 1100 610 000	26.99
1LJR-MMXQ-41K9	02/06/2026	FY25-26-1539	S & H	01 1100 610 000	6.99
1RJ1-DRDR-7HX3	02/21/2026	FY25-26-1285	Radios for buildings. Comes in pack of 2	01 2150 000 000	193.74
1VH6-X6GT-QN4H	02/18/2026	FY25-26-1664	Materials, snacks and books for families	01 3541 610 009 0601	129.48
1YNR-9HKD-YPTM	02/06/2026	FY25-26-1600	vacuum belts	01 2610 610 008	8.95
1YNR-9HKD-YPTM	02/06/2026	FY25-26-1600	S & H	01 2610 610 008	6.99
1YQN-7GH7-3K7F	02/06/2026	FY25-26-1577	Tales of a Fourth Grade Nothing - Judy B	01 1100 640 003	106.93

Check Number: 50196 Check Type: Check Check Date: 03/09/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 2,125.87

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
119D-CV43-4WD6	02/25/2026	FY25-26-0221	Sharpie Permanent Markers Set Quick Dryi	01 1100 610 008	27.27
119D-CV43-4WD6	02/25/2026	FY25-26-0221	Original Sculpey White, Non Toxic, Polym	01 1100 610 008	156.11
119D-CV43-4WD6	02/25/2026	FY25-26-0221	SGHUO 12pcs 4"x6" Pink Rubber Carving Bl	01 1100 610 008	41.38

Checking Account: 1 MAIN CHECKING

119D-CV43-4WD6	02/25/2026	FY25-26-0221	100 Sheets of Practice Watercolor Paper	01 1100 610 008	21.95
119D-CV43-WRXF	02/26/2026	FY25-26-1675	Vornado EV100 Evaporative Whole Room Hum	01 1100 610 001	59.69
119F-7RHW-1HVF	02/26/2026	FY25-26-1783	HOUYEE 100 Pack 3/8 Inch Plastic Binding	01 1100 610 003	32.94
119F-7RHW-1HVF	02/26/2026	FY25-26-1783	PERFORMORE Binding Combs - 100 Pack, 3/4	01 1100 610 003	55.98
119F-7RHW-1HVF	02/26/2026	FY25-26-1783	Binditek 50 Pack Plastic Binding Comb Sp	01 1100 610 003	91.16
119F-7RHW-1HVF	02/26/2026	FY25-26-1783	TOTiyea 50 Pack 19 Ring Plastic Binding	01 1100 610 003	89.20
119F-7RHW-1HVF	02/26/2026	FY25-26-1783	S & H	01 1100 610 003	6.99
119F-7RHW-1HVF	02/26/2026	FY25-26-1783	Promos & Discounts	01 1100 610 003	(11.55)
1MCN-41MK-D6MK	03/03/2026	FY25-26-1809	Learning Resources Giant Inflatable Solo	01 1100 610 003	89.54
1MCN-41MK-D6MK	03/03/2026	FY25-26-1809	Laminated World Ranger Map Poster 36’ x	01 1100 610 003	56.98
1MCN-41MK-D6MK	03/03/2026	FY25-26-1809	2 Pack - Giant World Map & US Map Poster	01 1100 610 003	69.98
1R14-716R-J1NN	03/02/2026	FY25-26-1725	PerKoop 20 Pcs Classroom Desk Name Plate	01 1100 610 003	56.99
1R14-716R-J1NN	03/02/2026	FY25-26-1725	Westcott Single hole Pencil Sharpeners C	01 1100 610 003	15.98
1TDG-39WH-1D1J	02/26/2026	FY25-26-1285	Walkie-Talkie Radios for buildings	01 2150 000 000	1,220.34
1WPM-1PPN-XLMW	02/24/2026	FY25-26-1812	Supcase Laptop Case	01 2230 610 000	44.94

Check Number: 50197 Check Type: Check Check Date: 03/09/2026 Vendor: APPLE APPLE COMPUTER, INC. Check Total: 393.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
MC51505828	02/16/2026	FY25-26-1679	35w USB-C Power Adapter	01 2230 610 000	295.00
MC51505828	02/16/2026	FY25-26-1679	USB-C to MagSafe Cable	01 2230 610 000	98.00

Check Number: 50198 Check Type: Check Check Date: 03/09/2026 Vendor: APPLCONN APPLIED CONNECTIVE TECHNOLOGIES Check Total: 2,084.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
233310	02/11/2026	FY25-26-1400	DO Lobby Camera	01 2150 000 000	1,799.00
233310	02/11/2026	FY25-26-1400	Installation	01 2150 000 000	285.00

Check Number: 50199 Check Type: Check Check Date: 03/09/2026 Vendor: BATZ CARLOS BATZ Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter CB Sp26	02/17/2026	FY25-26-1759	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50200 Check Type: Check Check Date: 03/09/2026 Vendor: BOMGAARS BOMGAARS Check Total: 383.16

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
28936803	02/27/2026	FY25-26-1873	terminals	01 2610 610 000	8.77
28937472	02/27/2026	FY25-26-1873	fasteners	01 2610 610 001	10.39
28937508	02/27/2026	FY25-26-1873	drill bit	01 2610 610 001	3.99
Feb Receipts x1853	02/26/2026	FY25-26-1853	tools	01 2610 610 000	77.91
Feb Receipts x1853	02/26/2026	FY25-26-1853	jack foot	01 2610 610 000	13.49
Feb Receipts x1853	02/26/2026	FY25-26-1853	jack	01 2610 610 000	74.73
Feb Receipts x1853	02/26/2026	FY25-26-1853	self drilling screws	01 2610 610 000	12.49
Feb Receipts x1853	02/26/2026	FY25-26-1853	booster cable	01 2610 610 000	24.87
Feb Receipts x1853	02/26/2026	FY25-26-1853	supplies	01 2610 610 000	23.72
Feb Receipts x1853	02/26/2026	FY25-26-1853	screw eye	01 2610 610 001	3.99
Feb Receipts x1853	02/26/2026	FY25-26-1853	fasteners	01 2610 610 001	7.56

Checking Account: 1 MAIN CHECKING

Feb Receipts x1853	02/26/2026	FY25-26-1853	plumbing supplies	01 2610 610 001	39.14
Feb Receipts x1853	02/26/2026	FY25-26-1853	fasteners	01 2610 610 001	9.24
Feb Receipts x1853	02/26/2026	FY25-26-1853	keys	01 2610 610 001	15.96
Feb Receipts x1853	02/26/2026	FY25-26-1853	keys	01 2610 610 008	15.96
Feb Receipts x1853	02/26/2026	FY25-26-1853	door stop	01 2610 610 008	19.98
Feb Receipts x1853	02/26/2026	FY25-26-1853	def fluid	01 2730 510 000	20.97

Check Number: 50201 Check Type: Check Check Date: 03/09/2026 Vendor: BORDSTAT BORDER STATES INDUSTRIES, INC. Check Total: 1,058.29

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
931916389	02/06/2026	FY25-26-1541	lights	01 2610 610 008	830.00
931916389	02/06/2026	FY25-26-1541	S & H	01 2610 610 008	40.00
932007992	02/24/2026	FY25-26-1566	switch keys	01 2610 610 008	32.50
932047730	03/03/2026	FY25-26-1862	light fixture	01 2610 610 001	155.79

Check Number: 50202 Check Type: Check Check Date: 03/09/2026 Vendor: BORJBETH BETHANIA BORJA Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter BB Sp26	02/17/2026	FY25-26-1749	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50203 Check Type: Check Check Date: 03/09/2026 Vendor: CAPPELAUTO CAPPEL AUTO SUPPLY Check Total: 18.07

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
718062	02/05/2026	FY25-26-1858	v belt	01 2610 610 003	18.07

Check Number: 50204 Check Type: Check Check Date: 03/09/2026 Vendor: CLARKSONPL CLARKSON PLUMBING & HEATING INC. Check Total: 1,513.99

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
C5623	02/12/2026	FY25-26-1714	new washing machine	01 2610 610 003	1,513.99

Check Number: 50205 Check Type: Check Check Date: 03/09/2026 Vendor: COLUMNSOFT COLUMN SOFTWARE PBC Check Total: 8.42

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
28F81F98-0036	02/25/2026	FY25-26-1829	ADVERTISING	01 2510 540 000	8.42

Check Number: 50206 Check Type: Check Check Date: 03/09/2026 Vendor: CORNPUBL CORNHUSKER PUBLIC POWER DISTRICT Check Total: 655.84

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
FEB 26 UTILITY FISH	03/01/2026		UTILITY ENERGY SERVICES	01 2610 621 005	655.84

Check Number: 50207 Check Type: Check Check Date: 03/09/2026 Vendor: CRISTOBAL HEIDI CRISTOBAL Check Total: 155.25

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter HC Sp26	02/24/2026	FY25-26-1778	INTERPRETER SERVICES	01 1150 352 008	155.25

Check Number: 50208 Check Type: Check Check Date: 03/09/2026 Vendor: CULLWATE CULLIGAN OF COLUMBUS Check Total: 2,697.60

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
301884D	02/28/2026	FY25-26-1891	SUPPLIES	01 2510 610 000	708.00
301885D	02/28/2026	FY25-26-1890	SUPPLIES	01 2510 610 000	1,030.00
301886D	02/28/2026	FY25-26-1889	SUPPLIES	01 2510 610 000	567.00
301887	02/28/2026	FY25-26-1892	SUPPLIES	01 2510 610 000	98.00

Checking Account: 1 MAIN CHECKING

302072	02/28/2026	FY25-26-1888	SUPPLIES	01 2510 610 000	196.50
302564	02/28/2026	FY25-26-1895	soft water	01 2620 431 005	98.10

Check Number: 50209 Check Type: Check Check Date: 03/09/2026 Vendor: DELGADO DELILAH DELGADO Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter DD Sp26	02/18/2026	FY25-26-1768	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50210 Check Type: Check Check Date: 03/09/2026 Vendor: DHPACECOMP DH PACE COMPANY, INC Check Total: 310.75

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
SVC/271-133266	02/05/2026	FY25-26-1652	door repair	01 2620 431 008	310.75

Check Number: 50211 Check Type: Check Check Date: 03/09/2026 Vendor: DIDIERSGRO DIDIER'S GROCERY INC Check Total: 487.74

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
001010290757	02/24/2026	FY25-26-1796	Lab supplies	01 1100 610 008	84.38
001010300758	02/24/2026	FY25-26-1796	Lab supplies	01 1100 610 008	6.18
001015050937	02/26/2026	FY25-26-1851	food lab	01 1100 610 008	93.94
001092321017	02/17/2026	FY25-26-1872	distilled water	01 2610 610 003	6.27
003033041712	02/15/2026	FY25-26-1687	HS FCS cooking lab supplies	01 1100 610 001	158.35
004015941331	02/01/2026	FY25-26-1373	Supplies for grand opening	01 1100 610 001	117.86
004017491116	02/02/2026	FY25-26-1872	dist vinegar	01 2610 610 001	9.78
004017491116	02/02/2026	FY25-26-1872	white vinegar	01 2610 610 001	10.98

Check Number: 50212 Check Type: Check Check Date: 03/09/2026 Vendor: DIEMUS4757 DIETZE MUSIC Check Total: 1,195.60

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
FEB 26 POx1642	02/26/2026	FY25-26-1642	Danse Carnivale Scores	01 1100 610 001	28.80
FEB 26 POx1642	02/26/2026	FY25-26-1642	Hymn to the Fallen Scores	01 1100 610 001	18.00
FEB 26 POx1642	02/26/2026	FY25-26-1642	Triumphant Fanfare Scores	01 1100 610 001	24.00
FEB 26 POx1642	02/26/2026	FY25-26-1642	Libertango Scores	01 1100 610 001	55.00
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Conductor Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Flute Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Clarinet Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Oboe Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Alto and Bari Sax Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Tenor Sax Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Trumpet Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All F Horn Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Trombone Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Snare Drum Book	01 1100 610 001	6.40
FEB 26 POx1642	02/26/2026	FY25-26-1642	Duets for All Tuba Book	01 1100 610 001	6.40
R77733-0	02/05/2026	FY25-26-1287	guitar peg winder	01 1100 610 001	5.40
R77733-0	02/05/2026	FY25-26-1287	CLAR #3 BX/10	01 1100 610 001	97.20
R77733-0	02/05/2026	FY25-26-1287	CLAR #3.5 BX/10	01 1100 610 001	97.20
R77733-0	02/05/2026	FY25-26-1287	A/SAX #3 BX/10	01 1100 610 001	118.80

Checking Account: 1 MAIN CHECKING

R77733-0	02/05/2026	FY25-26-1287	A/SAX #3.5 BX/10	01 1100 610 001	118.80
R77733-0	02/05/2026	FY25-26-1287	T/SAX #3 BX/10	01 1100 610 001	43.20
R77733-0	02/05/2026	FY25-26-1287	T/SAX #3.5 BX/10	01 1100 610 001	43.20
R77733-0	02/05/2026	FY25-26-1287	10 STD-PICK-CEL-ASST MED	01 1100 610 001	9.00
R80479	02/05/2026	FY25-26-1608	Clarinet Repair	01 1100 610 001	96.00
R82206	02/25/2026	FY25-26-1818	Clarinet Reeds 2.5	01 1100 610 003	121.50
R82351 & R8002-0	02/26/2026	FY25-26-1816	Tenor Sax Repair	01 1100 610 008	25.00
R82351 & R8002-0	02/26/2026	FY25-26-1816	Clarinet Reeds 2.5	01 1100 610 008	72.90
R82351 & R8002-0	02/26/2026	FY25-26-1816	Clarinet Reeds 3.0	01 1100 610 008	48.60
R82351 & R8002-0	02/26/2026	FY25-26-1816	Tenor Sax Reeds 2.5	01 1100 610 008	43.20
R82351 & R8002-0	02/26/2026	FY25-26-1816	Alto Sax Reeds 2.5	01 1100 610 008	59.40

Check Number: 50213 Check Type: Check Check Date: 03/09/2026 Vendor: EAKEOFFI EAKES OFFICE PRODUCTS CENTER Check Total: 2,206.75

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9281552-0	02/05/2026	FY25-26-1574	Copy Paper-Canary for R. Brabec	01 1100 610 001	26.28
9281552-0	02/05/2026	FY25-26-1574	Copy Paper-Blue	01 1100 610 001	26.28
9281552-0	02/05/2026	FY25-26-1574	Copy Paper-Cherry	01 1100 610 001	11.37
9281552-0	02/05/2026	FY25-26-1574	Copy Paper-Pastel Pink	01 1100 610 001	13.77
9282338-0	02/05/2026	FY25-26-1591	wipes	01 2610 610 003	50.76
9283757-0	02/05/2026	FY25-26-1620	Sparco Professional Protractor - Plastic	01 1100 121 003	16.00
9283757-0	02/05/2026	FY25-26-1620	Integra Pink Pencil Cap Eraser - Pink -	01 1100 610 003	31.92
9283757-0	02/05/2026	FY25-26-1620	Business Source Heavy-duty Clasp Envelop	01 1100 610 003	44.61
9283757-0	02/05/2026	FY25-26-1620	Expo Dry Erase Markers - Chisel Marker P	01 1100 610 003	133.64
9283757-1	02/09/2026	FY25-26-1620	Universal Manual Eraser - Pink - Rectang	01 1100 610 003	55.84
9284249-0	02/09/2026	FY25-26-1634	hand soap	01 2610 610 003	250.28
9285050-0	02/09/2026	FY25-26-1643	x-effect	01 2610 610 000	57.04
9285914-0	02/12/2026	FY25-26-1655	Eakes Copy & Multipurpose Paper - 94 Bri	01 1100 610 008	449.90
9286497-0	02/12/2026	FY25-26-1645	Boxes of Multi Use Copy Paper	01 1200 610 000	224.95
9287271-0	02/12/2026	FY25-26-1666	Whiteboard cleaning wipes	01 1100 610 001	38.40
9287271-0	02/12/2026	FY25-26-1666	Mav tape	01 1100 610 001	24.00
9287271-0	02/12/2026	FY25-26-1666	Scotch Tape	01 1100 610 001	14.00
9287271-0	02/12/2026	FY25-26-1666	Felt Tip Marker-Purple	01 1100 610 001	13.98
9287271-0	02/12/2026	FY25-26-1666	Felt Tip Marker-Blk	01 1100 610 001	13.98
9287271-0	02/12/2026	FY25-26-1666	Felt Tip Marker-Red	01 1100 610 001	13.98
9287271-0	02/12/2026	FY25-26-1666	Fine Tip Sharpie-Blk	01 1100 610 001	10.50
9287271-0	02/12/2026	FY25-26-1666	Copy Paper-Pastel Grn	01 1100 610 001	32.98
9287271-0	02/12/2026	FY25-26-1666	Pens-Blue	01 1100 610 001	4.39
9287271-0	02/12/2026	FY25-26-1666	Rechargeable AA Batteries-Mr. Wilcox	01 1100 610 001	92.58
9287271-1	02/16/2026	FY25-26-1666	No. 2 Pencils-144 count	01 1100 610 001	68.92
9290752-0	02/19/2026	FY25-26-1758	Copy Paper-wht	01 1100 610 001	449.90
9290752-0	02/19/2026	FY25-26-1758	Manila Folders	01 1100 610 001	36.50

Checking Account: 1 MAIN CHECKING

Check Number	Check Type	Check Date	Vendor		Check Total
50214	Check	03/09/2026	EAKEOFFI	EAKES OFFICE PRODUCTS CENTER	1,571.47

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9287104-0	02/18/2026	FY25-26-1674	Mats	01 2610 610 000	431.98
9288067-0	02/16/2026	FY25-26-1705	cleaning supplies	01 2610 610 009	432.14
9288113-0	02/16/2026	FY25-26-1706	paper towels	01 2610 610 009	139.32
9288425-0	02/16/2026	FY25-26-1711	cleaning supplies	01 2610 610 003	226.40
9289522-0	02/18/2026	FY25-26-1704	Business Source Standard Book Rings - 1"	01 1100 610 003	21.26
9289522-0	02/18/2026	FY25-26-1704	Business Source Round-ring View Binder -	01 1100 610 003	34.70
9289522-0	02/18/2026	FY25-26-1704	Five Star Zipper Binder With Expansion P	01 1100 610 003	48.75
9289522-0	02/18/2026	FY25-26-1704	Integra Chisel Point Dry-erase Markers -	01 1100 610 003	117.48
9292821-0	02/26/2026	FY25-26-1791	air freshener	01 2610 610 000	236.06
9294506-0	02/26/2026	FY25-26-1827	mop bucket	01 2610 610 001	121.88
9294507-0	02/26/2026	FY25-26-1827	trash bags and air fresh disp	01 2610 610 000	85.50
9296577-0	02/27/2026	FY25-26-1666	Pencil, Dixon No 2 - 4 boxes	01 1100 610 001	68.92
C9285354-0	02/06/2026	FY25-26-0908	Credit - Laminating Roll	01 1100 610 009	(324.00)
C9296572-0	02/27/2026	FY25-26-1666	Pencil, Dixon, No 2 4 boxes	01 1100 610 001	(68.92)

Check Number	Check Type	Check Date	Vendor		Check Total
50215	Check	03/09/2026	EAKEOFFI	EAKES OFFICE PRODUCTS CENTER	381.53

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9273998-2	02/09/2026	FY25-26-1419	File Tab Dividers for Cum folder cabinet	01 1100 610 001	30.69
9288637-0	02/26/2026	FY25-26-1716	dust pan	01 2610 610 001	80.28
9293288-0	02/26/2026	FY25-26-1776	Advantus StikkiClips Adhesive Clips - fo	01 1100 610 003	46.10
9293288-0	02/26/2026	FY25-26-1776	Integra Chisel Point Dry-erase Markers -	01 1100 610 003	117.48
9293288-0	02/26/2026	FY25-26-1776	Integra Bullet Tip Dry-erase Whiteboard	01 1100 610 003	28.98
9296691-0	03/02/2026	FY25-26-1865	gloves	01 2610 610 000	26.00
9296692-0	03/02/2026	FY25-26-1865	gloves	01 2610 610 001	52.00

Check Number	Check Type	Check Date	Vendor		Check Total
50216	Check	03/09/2026	ESU8	EDUCATIONAL SERVICE UNIT 8	4,289.30

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
15362	03/02/2026	FY25-26-1910	Deaf and Hard of Hearing	01 1200 591 001	343.80
15362	03/02/2026	FY25-26-1910	Deaf and Hard of Hearing	01 1200 591 003	795.60
15362	03/02/2026	FY25-26-1910	Deaf and Hard of Hearing	01 6408 591 009 0002	59.40
Dec 2025 Services	02/03/2026	FY25-26-1647	Deaf and hard of hearing	01 6408 591 001	934.50
Dec 2025 Services	02/03/2026	FY25-26-1647	Deaf and hard of hearing	01 6408 591 003	1,981.00
Dec 2025 Services	02/03/2026	FY25-26-1647	Deaf and hard of hearing	01 6408 591 009 0034	175.00

Check Number	Check Type	Check Date	Vendor		Check Total
50217	Check	03/09/2026	ELLJON	ELLICK JONES LAW OFFICE	18,225.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
29019	02/13/2026	FY25-26-1867	Rey Aleman - Renewing Visa	01 2510 340 000	2,460.00
29021	02/13/2026	FY25-26-1867	Richard Cribello - Renewing Visa	01 2510 340 000	2,460.00
29022	02/13/2026	FY25-26-1867	Alyssa Carranza - Renewing Visa	01 2510 340 000	2,460.00
29023	02/13/2026	FY25-26-1867	Jayson Tongol - Renewing Visa	01 2510 340 000	2,460.00
29024	02/13/2026	FY25-26-1867	Myra Babagay - New Teacher fees	01 2510 340 000	5,765.00

Checking Account: 1 MAIN CHECKING

29042	02/25/2026	FY25-26-1867	Myra Babagay - Cost difference	01 2510 340 000	160.00
29044	02/26/2026	FY25-26-1867	Juan Santander Jimenez - Renewing Visa	01 2510 340 000	2,460.00

Check Number: 50218 Check Type: Check Check Date: 03/09/2026 Vendor: ESCOBAR LIZETH ESCOBAR Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter LE Sp26	02/17/2026	FY25-26-1744	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50219 Check Type: Check Check Date: 03/09/2026 Vendor: ESU7SPED ESU #7 SPECIAL EDUCATION Check Total: 16,938.46

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Jan 26 Services	01/30/2026	FY25-26-1721	Resource services	01 1200 591 001	428.96
Jan 26 Services	01/30/2026	FY25-26-1721	Transition services	01 6408 591 001	104.35
Jan 26 Services	01/30/2026	FY25-26-1721	Resource services	01 6408 591 003	206.79
Jan 26 Services	01/30/2026	FY25-26-1721	Resource services	01 6408 591 008	192.36
Jan 26 Services	01/30/2026	FY25-26-1721	Early Childhood 0-2	01 6408 591 009 0002	3,415.00
Jan 26 Services	01/30/2026	FY25-26-1721	3-4 Home	01 6408 591 009 0034	245.00
Jan 26 Services	01/30/2026	FY25-26-1721	3-4 Preschool	01 6408 591 009 0034	12,346.00

Check Number: 50220 Check Type: Check Check Date: 03/09/2026 Vendor: FATHERFLAN FATHER FLANAGAN'S BOYS HOME Check Total: 300.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
CINV-00019054	01/31/2026	FY25-26-1777	CONTRACTED SERVICES	01 1200 340 000	300.00

Check Number: 50221 Check Type: Check Check Date: 03/09/2026 Vendor: FEIT ARIA FEIT Check Total: 3,500.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
StuTchSp26AF	02/24/2026	FY25-26-1789	OTHER COMPENSATION	01 1150 151 001	3,500.00

Check Number: 50222 Check Type: Check Check Date: 03/09/2026 Vendor: FOLLETTSOF FOLLETT SOFTWARE Check Total: 4,453.44

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1606888	02/24/2026	FY25-26-1795	Destiny Library Software Renewal	01 2230 643 000	4,453.44

Check Number: 50223 Check Type: Check Check Date: 03/09/2026 Vendor: FRANCO MARILY FRANCO Check Total: 116.10

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter MF Sp26	02/17/2026	FY25-26-1747	INTERPRETER SERVICES	01 1150 352 003	116.10

Check Number: 50224 Check Type: Check Check Date: 03/09/2026 Vendor: FRANKELLC FRANKEL, LLC Check Total: 11,684.57

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
153004	01/31/2026	FY25-26-1660	ACCOUNTING/AUDITING SERV	01 2310 315 000	11,684.57

Check Number: 50225 Check Type: Check Check Date: 03/09/2026 Vendor: FREMWINN FREMONT WINNELSON CO Check Total: 83.22

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
430342	02/05/2026	FY25-26-1542	toilet parts	01 2610 610 001	83.22

Check Number: 50226 Check Type: Check Check Date: 03/09/2026 Vendor: FRONLINE FRONTLINE TECHNOLOGIES GROUP, LLC Check Total: 3,290.43

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
INVUS236491	02/25/2026	FY25-26-1822	WEB/CLOUD BASED SOFTWARE	01 2510 643 000	3,290.43

Checking Account: 1 MAIN CHECKING

Check Number: 50227 Check Type: Check Check Date: 03/09/2026 Vendor: BORJGENE GENESIS BORJA Check Total: 135.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter GB Sp26	02/17/2026	FY25-26-1751	INTERPRETER SERVICES	01 1150 352 003	135.00

Check Number: 50228 Check Type: Check Check Date: 03/09/2026 Vendor: GOPHYSICAL GO PHYSICAL THERAPY Check Total: 47,460.18

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
JANUARY 26 Services	02/04/2026	FY25-26-1648	SLP SCHS	01 1200 340 001	141.75
JANUARY 26 Services	02/04/2026	FY25-26-1648	PT services SCHS	01 1200 340 001	641.60
JANUARY 26 Services	02/04/2026	FY25-26-1648	OT services SCHS	01 1200 340 001	39.00
JANUARY 26 Services	02/04/2026	FY25-26-1648	OT services SES	01 1200 340 003	6,498.00
JANUARY 26 Services	02/04/2026	FY25-26-1648	PT services SES	01 1200 340 003	866.42
JANUARY 26 Services	02/04/2026	FY25-26-1648	SLP SES	01 1200 340 003	13,878.05
JANUARY 26 Services	02/04/2026	FY25-26-1648	SLP SES	01 1200 340 003	10,141.46
JANUARY 26 Services	02/04/2026	FY25-26-1648	SLP A SES	01 1200 340 003	11,104.55
JANUARY 26 Services	02/04/2026	FY25-26-1648	SLP SMS	01 1200 340 008	1,397.35
JANUARY 26 Services	02/04/2026	FY25-26-1648	SLP SMS	01 1200 340 008	526.50
JANUARY 26 Services	02/04/2026	FY25-26-1648	PT services SMS	01 1200 340 008	211.02
JANUARY 26 Services	02/04/2026	FY25-26-1648	OT services SMS	01 1200 340 008	904.50
JANUARY 26 Services	02/04/2026	FY25-26-1648	PT services 0-2	01 6408 395 009 0002	101.90
JANUARY 26 Services	02/04/2026	FY25-26-1648	PT services 3-4	01 6408 395 009 0034	314.43
JANUARY 26 Services	02/04/2026	FY25-26-1648	OT services 3-4	01 6408 395 009 0034	693.65

Check Number: 50229 Check Type: Check Check Date: 03/09/2026 Vendor: GRADUATE GRADUATE LINCOLN Check Total: 744.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
33572	02/19/2026	FY25-26-1435	Hotel for Lesley Encarnacion two night F	01 2210 580 000 9031	248.00
33573	02/19/2026	FY25-26-1071	Hotel room for Guadalupe Encarnacion	01 2210 580 000 9031	248.00
33574	02/19/2026	FY25-26-1071	Hotel room for Heather Bebout	01 2210 580 000 9031	248.00

Check Number: 50230 Check Type: Check Check Date: 03/09/2026 Vendor: HOLIINN HOLIDAY INN Check Total: 129.95

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
112393	02/17/2026	FY25-26-1653	Hotel for President's Retreat	01 2310 580 000	129.95

Check Number: 50231 Check Type: Check Check Date: 03/09/2026 Vendor: INFINITECA INFINITE CAMPUS USER GROUP Check Total: 50.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
123456	02/19/2026	FY25-26-0519	conference registration Paulina Medina	01 2213 330 000	50.00

Check Number: 50232 Check Type: Check Check Date: 03/09/2026 Vendor: CARRJENN JENNIFER CARRETO Check Total: 137.30

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter JC Sp26	02/17/2026	FY25-26-1752	INTERPRETER SERVICES	01 1150 352 003	137.30

Check Number: 50233 Check Type: Check Check Date: 03/09/2026 Vendor: KAASGLOR GLORIA KAASCH Check Total: 170.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter GK Sp26	02/17/2026	FY25-26-1737	INTERPRETER SERVICES	01 1150 352 001	170.50

Checking Account: 1 MAIN CHECKING

Check Number: 50234 Check Type: Check Check Date: 03/09/2026 Vendor: KROENKE RONALD KROENKE Check Total: 800.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
59947	02/13/2026	FY25-26-1354	Piano Tuning of Piano in Mrs. Taylor-Lie	01 1100 610 003	300.00
59947	02/13/2026	FY25-26-1354	Piano Tuning of the Piano in Mrs. Pearso	01 1100 610 003	200.00
59950	02/13/2026	FY25-26-1328	Piano Tunings	01 1100 610 001	300.00

Check Number: 50235 Check Type: Check Check Date: 03/09/2026 Vendor: KSBSCHO KSB SCHOOL LAW PC LLO Check Total: 1,230.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20946	03/02/2026	FY25-26-1882	LEGAL SERVICES	01 2330 317 000	1,230.00

Check Number: 50236 Check Type: Check Check Date: 03/09/2026 Vendor: LAKELEAR LAKESHORE LEARNING MATERIALS Check Total: 1,926.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
93414660	02/15/2026	FY25-26-1663	Materials for upcoming months parent chi	01 3541 610 009 0601	1,949.74
93414660	02/15/2026	FY25-26-1663	Credit	01 3541 610 009 0601	(23.74)

Check Number: 50237 Check Type: Check Check Date: 03/09/2026 Vendor: SANTLEYD LEYDI SANTOS Check Total: 54.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter LS Sp26	02/17/2026	FY25-26-1732	INTERPRETER SERVICES	01 1150 352 008	54.00

Check Number: 50238 Check Type: Check Check Date: 03/09/2026 Vendor: LIRA JULISSA LIRA Check Total: 62.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter JL Sp26	02/17/2026	FY25-26-1736	INTERPRETER SERVICES	01 1150 352 001	62.00

Check Number: 50239 Check Type: Check Check Date: 03/09/2026 Vendor: LOPEZ2 JENNIFER LOPEZ Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter JL Sp26	02/17/2026	FY25-26-1757	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50240 Check Type: Check Check Date: 03/09/2026 Vendor: MALCPUBL MALCOLM PUBLIC SCHOOLS Check Total: 405.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Contest fees	02/23/2026	FY25-26-1885	Large Ensembles-band	01 1100 610 008	170.00
Contest fees	02/23/2026	FY25-26-1885	Solo ensembles-band	01 1100 610 008	100.00
Contest fees	02/23/2026	FY25-26-1885	Large ensemble-choir	01 1100 610 008	85.00
Contest fees	02/23/2026	FY25-26-1885	Solo Ensemble-choir	01 1100 610 008	50.00

Check Number: 50241 Check Type: Check Check Date: 03/09/2026 Vendor: MATEO ASHLEY MATEO Check Total: 144.05

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter AM Sp26	02/17/2026	FY25-26-1760	INTERPRETER SERVICES	01 1150 352 003	144.05

Check Number: 50242 Check Type: Check Check Date: 03/09/2026 Vendor: MATHTRIG MATHESON TRIGAS Check Total: 170.67

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
0032866758	02/21/2026		SUPPLIES	01 1100 610 001	170.67

Check Number: 50243 Check Type: Check Check Date: 03/09/2026 Vendor: MENDEZ GREYDIS MENDEZ Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter GM Sp26	02/17/2026	FY25-26-1746	INTERPRETER SERVICES	01 1150 352 003	148.50

Checking Account: 1 MAIN CHECKING

Check Number: 50244 Check Type: Check Check Date: 03/09/2026 Vendor: MENDEZ1 SOFIA MENDEZ Check Total: 146.48

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter SM Sp26	02/17/2026	FY25-26-1756	INTERPRETER SERVICES	01 1150 352 003	146.48

Check Number: 50245 Check Type: Check Check Date: 03/09/2026 Vendor: MIRANDA ESTER MIRANDA Check Total: 146.21

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter EM Sp 26	02/17/2026	FY25-26-1748	INTERPRETER SERVICES	01 1150 352 003	146.21

Check Number: 50246 Check Type: Check Check Date: 03/09/2026 Vendor: MUELSPRI MUELLER SPRINKLERS Check Total: 1,178.60

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
50982	02/05/2026	FY25-26-1665	liquid deicer	01 2610 610 000	1,178.60

Check Number: 50247 Check Type: Check Check Date: 03/09/2026 Vendor: NASB NEBR ASSOC OF SCHOOL BOARDS Check Total: 750.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
N-55314	01/05/2026	FY25-26-1239	registration for Legislative Conf. 2026	01 2320 330 000	600.00
N-55476	02/02/2026	FY25-26-1239	registration for Legislative Conf. 2026	01 2320 330 000	150.00

Check Number: 50248 Check Type: Check Check Date: 03/09/2026 Vendor: NCSA NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS Check Total: 150.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
89939	02/23/2026	FY25-26-1537	NASES legislative conference - April Bec	01 1200 330 000	150.00

Check Number: 50249 Check Type: Check Check Date: 03/09/2026 Vendor: NEBRSAFE NEBRASKA SAFETY CENTER@UNK Check Total: 125.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
57-15472	03/03/2026	FY25-26-1899	level 2 transportation course	01 2710 330 000	125.00

Check Number: 50250 Check Type: Check Check Date: 03/09/2026 Vendor: OPTKNETW NEBRASKALINK HOLDINGS dba OPTK NETWORKS Check Total: 320.85

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
INV-056770	03/01/2026		TELEPHONE/INTERNET	01 2510 382 000	320.85

Check Number: 50251 Check Type: Check Check Date: 03/09/2026 Vendor: OCCHEA OCCUPATIONAL HEALTH SERVICES Check Total: 120.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
84708	01/31/2026	FY25-26-1770	consortium fee	01 2710 810 000	120.00

Check Number: 50252 Check Type: Check Check Date: 03/09/2026 Vendor: ONESOURC ONE SOURCE THE BACKGROUND CHECK COMPANY Check Total: 284.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
2022199700	03/01/2026		BACKGROUND CHECKS	01 2670 810 000	284.50

Check Number: 50253 Check Type: Check Check Date: 03/09/2026 Vendor: ORDONEZ ANCELMA ORDONEZ Check Total: 129.60

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter AO Sp26	02/17/2026	FY25-26-1761	INTERPRETER SERVICES	01 1150 352 003	129.60

Check Number: 50254 Check Type: Check Check Date: 03/09/2026 Vendor: ORTIZ1 MONICA ORTIZ Check Total: 155.25

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount

Checking Account: 1 MAIN CHECKING

Interpreter MO Sp26	02/17/2026	FY25-26-1733	INTERPRETER SERVICES	01 1150 352 008	155.25

Check Number: 50255 Check Type: Check Check Date: 03/09/2026 Vendor: OUEDRAOGO IDRISSA OUEDRAOGO Check Total: 324.80

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
KB transport Jan-Feb	02/13/2026	FY25-26-1811	CONTRACTED SERVICES	01 1200 340 000	116.00
KB transport Jan-Feb	02/13/2026	FY25-26-1811	CONTRACTED SERVICES	01 1200 340 000	208.80

Check Number: 50256 Check Type: Check Check Date: 03/09/2026 Vendor: PAPETIGE PAPER TIGER SHREDDING Check Total: 215.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
233870	02/28/2026		CONTRACTED SERVICES	01 2510 340 000	50.00
233870	02/28/2026		CONTRACTED SERVICES	01 2510 340 001	35.00
233870	02/28/2026		CONTRACTED SERVICES	01 2510 340 003	35.00
233870	02/28/2026		CONTRACTED SERVICES	01 2510 340 005	30.00
233870	02/28/2026		CONTRACTED SERVICES	01 2510 340 008	35.00
233870	02/28/2026		CONTRACTED SERVICES	01 2510 340 009	30.00

Check Number: 50257 Check Type: Check Check Date: 03/09/2026 Vendor: PARKONE PARKVIEW ONE STOP LLC Check Total: 922.01

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	90.61
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	97.70
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	65.04
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	90.62
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	29.73
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	57.90
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	79.08
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	51.45
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	55.50
Feb Fuel x1874	02/28/2026	FY25-26-1874	gas	01 2650 626 000	93.38
Feb Fuel x1874	02/28/2026	FY25-26-1874	sped gas	01 2712 626 000	20.64
Feb Fuel x1874	02/28/2026	FY25-26-1874	sped gas	01 2712 626 000	33.14
Feb Fuel x1874	02/28/2026	FY25-26-1874	sped gas	01 2712 626 000	52.37
Feb Fuel x1874	02/28/2026	FY25-26-1874	sped gas	01 2712 626 000	62.42
Feb Fuel x1874	02/28/2026	FY25-26-1874	sped gas	01 2712 626 000	42.43

Check Number: 50258 Check Type: Check Check Date: 03/09/2026 Vendor: GONZPATR PATRICIA GONZALEZ Check Total: 46.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter PG Sp26	02/17/2026	FY25-26-1735	INTERPRETER SERVICES	01 1150 352 008	46.50

Check Number: 50259 Check Type: Check Check Date: 03/09/2026 Vendor: VISA PINNACLE BANK Check Total: 4,722.29

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Acct x1332 CHAT	03/02/2026		WEB/CLOUD BASED SOFTWARE	01 2510 643 000	20.00
Acct x1332 PS-UPS	03/02/2026	FY25-26-1565	Preschool registration banner	01 1100 610 009	111.00
Acct x1854 Mar 26	03/02/2026		FUEL	01 2650 626 000	60.00

Checking Account: 1 MAIN CHECKING

Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	16.87
Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	18.53
Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	17.10
Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	26.00
Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	18.61
Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	35.96
Acct x1896 Mar 26	03/02/2026		FUEL	01 2650 626 000	18.65
Acct x1920 Mar 26	03/02/2026		FUEL	01 2650 626 000	24.83
Acct x1938 Mar 26	03/02/2026		FUEL	01 2650 626 000	27.93
Acct x1946 Mar 26	03/02/2026		FUEL	01 2650 626 000	57.13
Acct x1946 Mar 26	03/02/2026		FUEL	01 2650 626 000	43.07
Acct x1953 Mar 26	03/03/2026		FUEL	01 2650 626 000	61.22
Acct x1961 Mar 26	03/02/2026		FUEL	01 2650 626 000	24.40
Acct x1961 Mar 26	03/02/2026		FUEL	01 2650 626 000	34.10
Acct x2730 TVs	03/02/2026	FY25-26-1861	Samsung UN75U7900FFXZA 75" TV	01 2230 610 003	896.00
Acct x4224 Feb26	03/02/2026	FY25-26-1436	Meals Feb 15-17 3 people 3 meals 9 x 20	01 2210 580 000 9031	187.70
Acct x4899 Hob Lob	03/02/2026	FY25-26-1524	Sewing Lab Supplies	01 1100 610 008	190.83
Acct x4899 NASES	03/02/2026	FY25-26-1549	Meals for Becker NASES conf travel	01 1200 580 000	41.96
Acct x8939 Drury	03/02/2026	FY25-26-0289	Hotel for Superintendent conference	01 2320 580 000	1,019.73
Acct x8939 Drury	03/02/2026	FY25-26-0289	Meal	01 2320 580 000	7.72
Acct x8939 Nashvl	03/02/2026		TRAVEL	01 2320 580 000	256.05
Acct x8939 Square9	10/02/2025	FY25-26-0506	DIST SOFTWARE	01 2230 643 000	1,506.90

Check Number: 50260 Check Type: Check Check Date: 03/09/2026 Vendor: PLUNKETTSP PLUNKETT'S PEST CONTROL Check Total: 608.65

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 000	97.00
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 001	116.00
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 001	25.75
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 003	102.00
February 26 invoices	02/28/2026	FY25-26-1894	replace trap	01 2620 431 003	30.24
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 005	72.33
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 008	104.00
February 26 invoices	02/28/2026	FY25-26-1894	pest control	01 2620 431 009	61.33

Check Number: 50261 Check Type: Check Check Date: 03/09/2026 Vendor: QUEZADARIO GABRIELA QUEZADA RIOS Check Total: 127.31

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter GQ Sp26	02/17/2026	FY25-26-1755	INTERPRETER SERVICES	01 1150 352 003	127.31

Check Number: 50262 Check Type: Check Check Date: 03/09/2026 Vendor: QUIROGA PATRICIA QUIROGA Check Total: 62.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter PQ Sp26	02/24/2026	FY25-26-1773	INTERPRETER SERVICES	01 1150 352 008	62.00

Check Number: 50263 Check Type: Check Check Date: 03/09/2026 Vendor: RAMIREZ1 LEAH RAMIREZ Check Total: 148.50

Checking Account: 1 MAIN CHECKING

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter LR Sp26	02/17/2026	FY25-26-1750	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50264 Check Type: Check Check Date: 03/09/2026 Vendor: REINMOTO REINECKE MOTOR CO. Check Total: 1,253.08

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
43152	01/16/2026	FY25-26-1723	van six replace brake light switch	01 2730 431 000	134.60
43232	01/27/2026	FY25-26-1723	juans work truck	01 2730 431 000	1,118.48

Check Number: 50265 Check Type: Check Check Date: 03/09/2026 Vendor: ROMERO GABRIELA ROMERO Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter GR Sp26	02/17/2026	FY25-26-1734	INTERPRETER SERVICES	01 1150 352 008	148.50

Check Number: 50266 Check Type: Check Check Date: 03/09/2026 Vendor: SANCHEZ JOARCY SANCHEZ Check Total: 148.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter JS Sp26	02/17/2026	FY25-26-1762	INTERPRETER SERVICES	01 1150 352 003	148.50

Check Number: 50267 Check Type: Check Check Date: 03/09/2026 Vendor: SANTOS MITZI SANTOS Check Total: 46.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter MS Sp26	02/17/2026	FY25-26-1739	INTERPRETER SERVICES	01 1150 352 001	46.50

Check Number: 50268 Check Type: Check Check Date: 03/09/2026 Vendor: SCHCHA SCHUYLER CHAMBER OF COMMERCE Check Total: 1,500.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
2025-26 Memberships	02/24/2026	FY25-26-1787	DUES/FEES - 2025	01 2510 810 000	750.00
2025-26 Memberships	02/24/2026	FY25-26-1787	DUES/FEES - 2026	01 2510 810 000	750.00

Check Number: 50269 Check Type: Check Check Date: 03/09/2026 Vendor: SCHUCOOP SCHUYLER COOP ASSOCIATION Check Total: 1,428.45

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Feb 26 lunch van gas	02/19/2026	FY25-26-1709	FUEL	01 2650 626 000	28.32
Feb 26 lunch van gas	02/19/2026	FY25-26-1709	FUEL	01 2650 626 000	24.10
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77	01 2650 626 000	125.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77a	01 2650 626 000	140.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77b	01 2650 626 000	100.01
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71c	01 2650 626 000	100.01
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71c	01 2650 626 000	120.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77b	01 2650 626 000	136.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71 b	01 2650 626 000	50.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71a	01 2650 626 000	80.01
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77b	01 2650 626 000	85.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 30	01 2650 626 000	60.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71a	01 2650 626 000	70.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77	01 2650 626 000	70.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71a	01 2650 626 000	50.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 71c	01 2650 626 000	100.00
Feb 26 recpts x 1859	02/27/2026	FY25-26-1859	bus 77a	01 2650 626 000	90.00

Checking Account: 1 MAIN CHECKING

Check Number: 50270 Check Type: Check Check Date: 03/09/2026 Vendor: SCHDEPT SCHUYLER DEPT OF UTILITIES Check Total: 25,133.61

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 000	419.28
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 001	144.07
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 001	28.25
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 001	718.17
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 001	406.53
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 001	19.73
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 001	36.44
FEB 2026	02/25/2026		UTILITY ENERGY SERVICES	01 2610 410 003	1,100.49
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 008	657.87
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 008	309.99
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 410 009	263.60
FEB 2026	02/25/2026		UTILITY ENERGY SERVICES	01 2610 621 000	599.40
FEB 2026	02/25/2026		UTILITY ENERGY SERVICES	01 2610 621 001	7,865.79
FEB 2026	02/25/2026		UTILITY ENERGY SERVICES	01 2610 621 001	59.07
FEB 2026	02/25/2026		WATER, SEWER & GARBAGE	01 2610 621 003	5,955.29
FEB 2026	02/25/2026		UTILITY ENERGY SERVICES	01 2610 621 009	2,080.75
FEB 26	02/27/2026		WATER, SEWER & GARBAGE	01 2610 410 008	4,468.89

Check Number: 50271 Check Type: Check Check Date: 03/09/2026 Vendor: SHERWILL THE SHERWIN WILLIAMS CO. Check Total: 259.75

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1029-5	02/26/2026	FY25-26-1855	5 gallons paint	01 2610 610 008	259.75

Check Number: 50272 Check Type: Check Check Date: 03/09/2026 Vendor: SPARSOLU SPARQ DATA SOLUTIONS Check Total: 1,000.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
S-4325	02/17/2026	FY25-26-1799	WEB/CLOUD BASED SOFTWARE	01 2510 643 000	1,000.00

Check Number: 50273 Check Type: Check Check Date: 03/09/2026 Vendor: STRIVINC STRIV INC Check Total: 1,472.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
4041	01/23/2026	FY25-26-1381	75" LG TV	01 2230 610 008	1,198.00
4041	01/23/2026	FY25-26-1381	Estimated Shipping	01 2230 610 008	274.00

Check Number: 50274 Check Type: Check Check Date: 03/09/2026 Vendor: STUTHMANEN Amanda Stuthman Check Total: 6,765.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
053	02/26/2025		SPEECH/AUDIO SCHOOL AGE	01 2151 340 008	6,765.00

Check Number: 50275 Check Type: Check Check Date: 03/09/2026 Vendor: TORRES JAZMIN TORRES Check Total: 46.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter JT Sp26	02/17/2026	FY25-26-1740	INTERPRETER SERVICES	01 1150 352 001	46.50

Check Number: 50276 Check Type: Check Check Date: 03/09/2026 Vendor: TRUCCENT TRUCK CENTER COMPANIES Check Total: 2,551.94

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
RA11100871401	02/14/2026	FY25-26-1722	bus 77a repairs	01 2730 431 000	271.59

Checking Account: 1 MAIN CHECKING

RA11100872601	02/19/2026	FY25-26-1832	bus 71a repairs	01 2730 431 000	658.68
RA11100873601	02/23/2026	FY25-26-1832	bus 77a repairs	01 2730 431 000	1,621.67

Check Number: 50277 Check Type: Check Check Date: 03/09/2026 Vendor: VAZQUEZ LETICIA VAZQUEZ Check Total: 170.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter LV Sp26	02/17/2026	FY25-26-1738	INTERPRETER SERVICES	01 1150 352 001	170.50

Check Number: 50278 Check Type: Check Check Date: 03/09/2026 Vendor: VERIWIRE VERIZON WIRELESS Check Total: 459.38

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
6134973482	02/01/2026		TELEPHONE/INTERNET	01 2510 382 001	15.02
6136939606	02/25/2026		Dist Maint cell phones	01 2510 382 000	228.84
6136939606	02/25/2026		Sixpence cell phones	01 3541 382 009	215.52

Check Number: 50279 Check Type: Check Check Date: 03/09/2026 Vendor: VICENTE ANDRA VICENTE Check Total: 112.46

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter AV Sp26	02/18/2026	FY25-26-1767	INTERPRETER SERVICES	01 1150 352 003	112.46

Check Number: 50280 Check Type: Check Check Date: 03/09/2026 Vendor: VYVE VYVE BROADBRAND Check Total: 752.38

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Acct x2361 Mar 26	03/02/2026		TELEPHONE/INTERNET	01 2510 382 000	120.00
Acct x2363 Mar 26	03/02/2026		TELEPHONE/INTERNET	01 2510 382 000	110.00
Acct x2364 Mar 26	03/02/2026		TELEPHONE/INTERNET	01 2510 382 005	150.00
Acct x5950 Mar 26	03/02/2026		TELEPHONE/INTERNET	01 2510 382 001	372.38

Check Number: 50281 Check Type: Check Check Date: 03/09/2026 Vendor: WASTCONN WASTE CONNECTIONS OF NE, INC. Check Total: 1,437.18

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
7539917T054	03/01/2026		WATER, SEWER & GARBAGE	01 2610 410 000	203.90
7539917T054	03/01/2026		WATER, SEWER & GARBAGE	01 2610 410 001	578.06
7539917T054	03/01/2026		WATER, SEWER & GARBAGE	01 2610 410 003	289.03
7539917T054	03/01/2026		WATER, SEWER & GARBAGE	01 2610 410 005	83.74
7539917T054	03/01/2026		WATER, SEWER & GARBAGE	01 2610 410 008	245.00
7539917T054	03/01/2026		WATER, SEWER & GARBAGE	01 2610 410 009	37.45

Check Number: 50282 Check Type: Check Check Date: 03/09/2026 Vendor: WILDENCO WILDLIFE ENCOUNTERS Check Total: 450.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
8334	02/24/2026	FY25-26-1649	Classroom encounter for RISE	01 1200 810 000	450.00

Check Number: 50283 Check Type: Check Check Date: 03/09/2026 Vendor: WILLMACG WILLIAM V. MACGILL & CO Check Total: 29.29

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
IN0918068	01/30/2026	FY25-26-1529	Nebulizer Kit with Pediatric Aerosol Mas	01 2130 610 003	4.38
IN0918068	01/30/2026	FY25-26-1529	Continuous Care Nebulizer with Mask	01 2130 610 003	3.98
IN0918068	01/30/2026	FY25-26-1529	Continuous Care Nebulizer, Hand Held	01 2130 610 003	3.98
IN0918068	01/30/2026	FY25-26-1529	Freight	01 2130 610 003	16.95

Check Number: 50284 Check Type: Check Check Date: 03/09/2026 Vendor: XTLUSINC XTL US INC. Check Total: 129.00

Checking Account: 1 MAIN CHECKING

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
388438	01/27/2026	FY25-26-1457	xTool Selected Apparel Printer Film Roll	01 1100 610 001	129.00

Check Number: 50285 Check Type: Check Check Date: 03/09/2026 Vendor: GUZMYARI YARIXA GUZMAN Check Total: 139.73

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Interpreter YG Sp26	02/17/2026	FY25-26-1754	INTERPRETER SERVICES	01 1150 352 003	139.73

Check Number: 50286 Check Type: Check Check Date: 03/09/2026 Vendor: BLICKART BLICK ART MATERIALS Check Total: 860.93

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
7559532	03/04/2026	FY25-26-1854	Blick Essentials Gloss Glaze - Class Pac	01 1100 610 001	860.93

Check Number: 50287 Check Type: Check Check Date: 03/09/2026 Vendor: EAKEOFFI EAKES OFFICE PRODUCTS CENTER Check Total: 625.70

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9295822-0	03/02/2026	FY25-26-1860	hand soap	01 2610 610 000	625.70

Check Number: 50288 Check Type: Check Check Date: 03/09/2026 Vendor: HOMELEAS HOMETOWN LEASING Check Total: 12,808.31

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
MAR 26	03/01/2026		LEASE/PURCHASE	01 1100 443 000	12,808.31

Check Number: 50289 Check Type: Check Check Date: 03/09/2026 Vendor: COLUMDOOR OBO LLC dba COLUMBUS DOOR & WINDOW Check Total: 9,665.04

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
190037	02/23/2026	FY25-26-1794	door replacement	01 2620 431 001	9,665.04

Check Number: 50290 Check Type: Check Check Date: 03/09/2026 Vendor: SNYDHEAT PAUL DIRKSCHNEIDER Check Total: 2,277.45

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1759	02/12/2026	FY25-26-1806	Schs office unit repair	01 2620 431 001	130.00
1760	02/12/2026	FY25-26-1806	Schs rtu 14 inducer assembly	01 2620 431 001	916.45
1761	02/12/2026	FY25-26-1806	sms kitchen rtu circuit board	01 2620 431 001	1,231.00

Check Number: 7001 Check Type: Direct Deposit Check Date: 03/09/2026 Vendor: LUMENCENTU LUMEN - CENTURY LINK Check Total: 1,181.77

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
333511468 -2-26	02/01/2026		TELEPHONE/INTERNET	01 2510 382 008	48.67
333511469-2-16-26	02/16/2026		TELEPHONE/INTERNET	01 2510 382 008	94.54
333523370 -2-26	02/01/2026		TELEPHONE/INTERNET	01 2510 382 008	53.21
333523370-2-16-26	02/16/2026		TELEPHONE/INTERNET	01 2510 382 008	103.62
333860129-2-16-26	02/16/2026		TELEPHONE/INTERNET	01 2510 382 001	103.62
333860129-2-26	02/01/2026		TELEPHONE/INTERNET	01 2510 382 001	53.21
334154021-2-16-26	02/16/2026		TELEPHONE/INTERNET	01 2510 382 000	190.08
334154021-2-26	02/01/2026		TELEPHONE/INTERNET	01 2510 382 000	97.84
334154022 -2-26	02/01/2026		TELEPHONE/INTERNET	01 2510 382 003	96.68
334154022-2-16-26	02/16/2026		TELEPHONE/INTERNET	01 2510 382 003	187.76
334159492 -2-26	02/01/2026		TELEPHONE/INTERNET	01 2510 382 008	45.22
334159492-2-16-26	02/16/2026		TELEPHONE/INTERNET	01 2510 382 009	81.56
772754498	02/20/2026		TELEPHONE/INTERNET	01 2510 382 001	6.44

Checking Account: 1 MAIN CHECKING

772754498	02/20/2026	TELEPHONE/INTERNET	01 2510 382 003	12.88	
772754498	02/20/2026	TELEPHONE/INTERNET	01 2510 382 008	6.44	

Check Number: 7002 Check Type: Direct Deposit Check Date: 03/09/2026 Vendor: WOODENER WOODRIVER ENERGY LLC Check Total: 23,346.79

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 000	828.12
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 000	2,525.35
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 000	241.28
486555	02/20/2026		NJUMP Membership Credit	01 2610 621 000	(1,069.05)
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 001	10,650.19
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 001	937.48
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 003	4,058.42
486555	02/20/2026		UTILITY ENERGY SERVICES	01 2610 621 008	5,175.00

Check Number: 7003 Check Type: Direct Deposit Check Date: 03/09/2026 Vendor: ZULTYS ZULTYS, INC. Check Total: 6,072.68

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
781429	03/01/2026		TELEPHONE/INTERNET	01 2510 382 000	6,072.68

Check Number: 7004 Check Type: Direct Deposit Check Date: 03/09/2026 Vendor: PRESENCELE PRESENCE LEARNING, INC Check Total: 19,389.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
INV85067	01/08/2026	FY25-26-1291	School Psych	01 1200 340 001	4,840.00
INV85067	01/08/2026	FY25-26-1291	School Psych	01 1200 340 008	6,050.00
INV85742	02/05/2026	FY25-26-1650	School Psychologist	01 1200 340 001	1,210.00
INV85742	02/05/2026	FY25-26-1650	School Psychologist	01 1200 340 008	7,260.00
INV85742	02/05/2026	FY25-26-1650	School Psychologist	01 1200 340 008	29.00

*Denotes Expensed Invoice Item

Checking Account ID: 1 Total without Voids: 272,604.57

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number: 42253 Check Type: Check Check Date: 02/26/2026 Vendor: 4SEAFUN 4 SEASONS FUND RAISING Check Total: 268.23

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
10114850	02/10/2026	FY25-26-1633	Snack Sticks	05 2900 610 001 5225	96.00
10114850	02/10/2026	FY25-26-1633	Snack Sticks	05 2900 610 001 5225	96.00
10114850	02/10/2026	FY25-26-1633	Snack Sticks	05 2900 610 001 5225	64.00
10114850	02/10/2026	FY25-26-1633	Shipping	05 2900 610 001 5225	12.23

Check Number: 42254 Check Type: Check Check Date: 02/26/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 324.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
149G-6NMG-4C61	02/06/2026	FY25-26-1629	Camera Charger	05 2900 610 000 2900	29.99
149G-6NMG-4C61	02/06/2026	FY25-26-1629	Shipping	05 2900 610 000 2900	6.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	Beeswax lip balm	05 2900 610 001 9060	34.49
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	travel size lotion	05 2900 610 001 9060	17.78
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	chocolate squares	05 2900 610 001 9060	24.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	gunk getter cleaning gel	05 2900 610 001 9060	24.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	plush animal assortment	05 2900 610 001 9060	34.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	plush puppy dogs	05 2900 610 001 9060	28.75
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	soccer braclets	05 2900 610 001 9060	5.59
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	heated eye masks	05 2900 610 001 9060	28.49
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	rubber duck assortment	05 2900 610 001 9060	22.04
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	wooden cross fidgets	05 2900 610 001 9060	24.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	devotional candles	05 2900 610 001 9060	14.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	angel stones	05 2900 610 001 9060	19.94
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	fuzzy socks	05 2900 610 001 9060	4.99

Check Number: 42255 Check Type: Check Check Date: 02/26/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 857.37

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	sand art frames	05 2900 610 001 9060	23.98
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	dad joke book	05 2900 610 001 9060	5.58
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	adult coloring books	05 2900 610 001 9060	19.92
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	Valentines fuzzy socks	05 2900 610 001 9060	35.97
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	Stress Balls	05 2900 610 001 9060	20.89
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	Shipping	05 2900 610 001 9060	6.99
17M4-LP9Q-LKQL	02/12/2026	FY25-26-1472	Discounts	05 2900 610 001 9060	(9.49)
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	36 ct Twix	05 2900 610 001 6000	126.00
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	48 ct Peanut M&M	05 2900 610 001 6000	157.44
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	36 ct Skittles	05 2900 610 001 6000	107.97
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	48 ct Snickers	05 2900 610 001 6000	148.68
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	36 ct Reeses PB Cup	05 2900 610 001 6000	109.16
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	24 ct Sour Patch Kids	05 2900 610 001 6000	110.34
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	Shipping	05 2900 610 001 6000	6.99
1D3Q-N4QW-QYF6	02/17/2026	FY25-26-1622	Discounts	05 2900 610 001 6000	(13.05)

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number: 42256 Check Type: Check Check Date: 02/26/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 234.93

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1QG9-FWTY-YLYR	02/17/2026	FY25-26-1681	Drop Box for Packages	05 2900 610 000 2900	161.40
1V9X-W9WQ-KTTW	02/25/2026	FY25-26-1703	Small - Bella Canvas Heather Grey Shirt	05 2900 610 001 9060	7.71
1V9X-W9WQ-KTTW	02/25/2026	FY25-26-1703	Medium - Bella Canvas Heather Grey Shirt	05 2900 610 001 9060	8.45
1V9X-W9WQ-KTTW	02/25/2026	FY25-26-1703	Large- Bella Canvas Heather Grey Shirt	05 2900 610 001 9060	7.43
1V9X-W9WQ-KTTW	02/25/2026	FY25-26-1703	XL - Bella Canvas Heather Grey Shirt	05 2900 610 001 9060	7.71
1VXT-977G-NQJD	02/10/2026	FY25-26-1644	Hangers	05 2900 610 008 2800	22.44
1VXT-977G-NQJD	02/10/2026	FY25-26-1644	Stop watches	05 2900 610 008 2800	19.79

Check Number: 42257 Check Type: Check Check Date: 02/26/2026 Vendor: BSNSPOR BSN SPORTS LLC Check Total: 435.24

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
932995868	02/12/2026	FY25-26-1492	Mini cones for BB drills	05 2900 610 001 5935	27.00
933096435	02/23/2026	FY25-26-1626	BSN order of Track Spikes	05 2900 610 001 7600	378.00
933096435	02/23/2026	FY25-26-1626	Shipping	05 2900 610 001 7600	30.24

Check Number: 42258 Check Type: Check Check Date: 02/26/2026 Vendor: FANATICGRO THE FANATIC GROUP, LLC Check Total: 1,072.72

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
INV377648/404022	02/17/2026	FY25-26-1688	GENERAL ATHLETICS SUPPLIES	05 2900 610 000 2900	480.00
INV377648/404022	02/17/2026	FY25-26-1688	Shipping on 7/2025 order	05 2900 610 000 2900	52.84
INV377648/404022	02/17/2026	FY25-26-1688	GENERAL ATHLETICS SUPPLIES	05 2900 610 000 2900	480.00
INV377648/404022	02/17/2026	FY25-26-1688	Shipping on 2/2026 order	05 2900 610 000 2900	59.88

Check Number: 42259 Check Type: Check Check Date: 02/26/2026 Vendor: NEBRASKAFB NEBRASKA FBLA Check Total: 1,491.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
SLC26-101	02/24/2026	FY25-26-1804	State FBLA Conference Fees	05 2900 610 001 5225	1,491.00

Check Number: 42260 Check Type: Check Check Date: 02/26/2026 Vendor: PAESL SETH PAESL Check Total: 47.09

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260224	02/24/2026	FY25-26-1792	Parking at State Wrestling	05 2900 610 001 2750	10.00
20260224	02/24/2026	FY25-26-1792	Parking at State Wrestling	05 2900 610 001 2775	10.00
20260224-0001	02/24/2026	FY25-26-1800	Food Reimbursement Seth Paesl	05 2900 610 001 2775	15.90
20260224-0001	02/24/2026	FY25-26-1800	Food Reimbursement Seth Paesl	05 2900 610 001 2775	11.19

Check Number: 42261 Check Type: Check Check Date: 02/26/2026 Vendor: PARKONE PARKVIEW ONE STOP LLC Check Total: 208.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1860	02/24/2026	FY25-26-1810	Pizza from 2/10 BB Concessions	05 2900 610 001 6000	32.00
1860	02/24/2026	FY25-26-1810	Pizza from 2/13 BB Concessions	05 2900 610 001 6000	48.00
1861	02/24/2026	FY25-26-1821	PIzza for Youth Basketball	05 2900 610 001 5935	128.00

Check Number: 42262 Check Type: Check Check Date: 02/26/2026 Vendor: SCHO SCHOLASTIC BOOK FAIRS-8 Check Total: 8,599.01

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
W6153714BF	02/24/2026	FY25-26-1779	Payment to Book Fair	05 2900 610 008 5902	1,879.29
W6178515BF	02/25/2026	FY25-26-1586	Scholastic book fair sales.	05 2900 610 003 5624	6,719.72

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

Check Number: 42263 Check Type: Check Check Date: 02/26/2026 Vendor: VAULTDOGS VAULTDOGS Check Total: 1,328.38

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260225	02/25/2026	FY25-26-1677	ESSX RA 10ft 6in vaulting pole	05 2900 610 001 2600	361.13
20260225	02/25/2026	FY25-26-1677	ESSX RA 10ft 6in vaulting pole	05 2900 610 001 2600	361.13
20260225	02/25/2026	FY25-26-1677	ESSX RA 10ft 6in vaulting pole	05 2900 610 001 2600	361.12
20260225	02/25/2026	FY25-26-1677	air freight shipping	05 2900 610 001 2600	245.00

Check Number: 42264 Check Type: Check Check Date: 03/04/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 241.46

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Joyin Toy 36 Counts Hawaiian Leis Bulk,	05 2900 610 000 2900	70.08
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Playbees 2 Pack Luau Grass Table Skirt 9	05 2900 610 000 2900	16.99
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	HQM 7x5FT Fabric Summer Tropical Beach P	05 2900 610 000 2900	8.90
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	37Pcs Aloha Luau Party Inflatable Selfie	05 2900 610 000 2900	12.68
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Peryiter 12 Pack Assorted Neon Color Pla	05 2900 610 000 2900	22.76
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	12 Pcs Luau Party Decorations Honeycomb	05 2900 610 000 2900	9.99
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Lilymicky 100 Pack 12 oz Plastic Cups, N	05 2900 610 000 2900	37.98
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Dandat 192 Pcs Hawaiian Luau Party	05 2900 610 000 2900	63.98
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Shipping	05 2900 610 000 2900	6.99
1P97-99X4-K3Y6	03/03/2026	FY25-26-1815	Discounts	05 2900 610 000 2900	(8.89)

Check Number: 42265 Check Type: Check Check Date: 03/04/2026 Vendor: AWARENGR AWARDS & ENGRAVING Check Total: 100.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20427	02/26/2026	FY25-26-1834	Engraving of Winter Activity Awards	05 2900 610 001 2900	100.00

Check Number: 42266 Check Type: Check Check Date: 03/04/2026 Vendor: FRIDA CATALAN, INC TIENDA CHICHIHUALCO Check Total: 1,996.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
000074	02/24/2026	FY25-26-1764	shirts	05 2900 610 001 5150	770.00
000075	02/27/2026	FY25-26-1825	Shirts	05 2900 610 001 5150	336.00
000076	02/27/2026	FY25-26-1828	Youth T-shirts	05 2900 610 000 5935	890.00

Check Number: 42267 Check Type: Check Check Date: 03/04/2026 Vendor: DIDIERSGRO DIDIER'S GROCERY INC Check Total: 124.13

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
001071661051	03/03/2026	FY25-26-1604	8 pk Hot Dog Buns	05 2900 610 001 6000	13.93
002033221053	03/03/2026	FY25-26-1657	8 pk Hot Dog Buns	05 2900 610 001 6000	13.93
00205411036	03/03/2026	FY25-26-1710	24 pk water - Feb 20 Speech Hospitality	05 2900 610 001 2900	8.38
00205411036	03/03/2026	FY25-26-1710	6 pk coke - Feb 20 Speech Hospitality	05 2900 610 001 2900	18.00
00205411036	03/03/2026	FY25-26-1710	8 pk hot dog buns	05 2900 610 001 6000	3.98
003035721200	03/03/2026	FY25-26-1765	12 pk Dr Pepper	05 2900 610 001 2900	8.49
003035721200	03/03/2026	FY25-26-1765	12 pk Mtn Dew	05 2900 610 001 2900	8.99
003035721200	03/03/2026	FY25-26-1765	Napkins	05 2900 610 001 2900	4.29
003035721200	03/03/2026	FY25-26-1765	8 Pk Hot Dog Buns	05 2900 610 001 6000	15.92
003035721200	03/03/2026	FY25-26-1765	Ketchup	05 2900 610 001 6010	11.96
003035721200	03/03/2026	FY25-26-1765	Mustard	05 2900 610 001 6010	2.79

Checking Account: 5 STUDENT ACTIVITY ACCOUNT

003051741022	03/03/2026	FY25-26-1833	Napkins	05 2900 610 000 2900	13.47

Check Number: 42268 Check Type: Check Check Date: 03/04/2026 Vendor: DIDIERSGRO DIDIER'S GROCERY INC Check Total: 1,066.78

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
003051741022	03/03/2026	FY25-26-1833	Forks	05 2900 610 000 2900	12.45
004017611144	03/03/2026	FY25-26-1526	Case Wimmers Hot Dogs	05 2900 610 001 6000	672.00
004022951844	03/03/2026	FY25-26-1601	Cooler Food	05 2900 610 001 7260	128.36
004033261410	03/03/2026	FY25-26-1625	Snacks for Scholarship and FAFSA work ni	05 2900 610 001 9500	144.64
004057431502	03/03/2026	FY25-26-1820	Grab and Go snack for judges	05 2900 610 001 2900	63.55
005033991331	03/03/2026	FY25-26-1871	Hotdogs and Buns	05 2900 610 001 5150	45.78

Check Number: 42269 Check Type: Check Check Date: 03/04/2026 Vendor: LAKVIE LAKEVIEW HIGH SCHOOL Check Total: 240.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260303	03/03/2026	FY25-26-1876	Lakeview Speech Invite Fee	05 2900 610 001 5100	240.00

Check Number: 42270 Check Type: Check Check Date: 03/04/2026 Vendor: MCCFLO MCCLURE'S FLOWERS PLUS Check Total: 133.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
21161	02/24/2026	FY25-26-1669	Rose with babies breath and S	05 2900 610 001 5050	16.00
21162	02/27/2026	FY25-26-1826	Senior Night	05 2900 610 001 5150	39.00
21163	02/24/2026	FY25-26-1654	roses on senior night	05 2900 610 001 7150	78.00

Check Number: 42271 Check Type: Check Check Date: 03/04/2026 Vendor: OCCHEA OCCUPATIONAL HEALTH SERVICES Check Total: 307.50

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
84927	03/04/2026	FY25-26-1896	4 students	05 2900 352 001	60.00
84927	03/04/2026	FY25-26-1896	1 nurse	05 2900 352 001	93.75
84927-A	03/04/2026	FY25-26-1897	4 students	05 2900 352 008	60.00
84927-A	03/04/2026	FY25-26-1897	1 nurse	05 2900 352 008	93.75

Check Number: 42272 Check Type: Check Check Date: 03/04/2026 Vendor: VISA PINNACLE BANK Check Total: 2,695.55

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
0218 FEB 2026 VISA	03/03/2026	FY25-26-1807	48, $20 gift cards	05 2900 610 000 9105	960.00
0218 VISA FEB 2026	03/03/2026	FY25-26-1603	chips for youth camp	05 2900 610 001 5150	36.96
0218 VISA FEB 2026	03/03/2026	FY25-26-1603	drinks	05 2900 610 001 5150	26.94
0218 VISA FEB 2026	03/03/2026	FY25-26-1603	cookies	05 2900 610 001 5150	25.36
2026 FEB VISA 0218	03/03/2026	FY25-26-1607	Hotel rooms for Girls Districts Lincoln	05 2900 580 001 2775	784.00
2026 FEB VISA 5350	03/03/2026	FY25-26-1682	Scooters Gift Card	05 2900 610 001 5550	20.00
5350 VISA FEB 2026	03/03/2026	FY25-26-1659	Meals for Employees working on EL folder	05 2900 610 003 5620	66.70
8463 VISA FEB 2026	03/03/2026	FY25-26-1741	Food State Wrestling	05 2900 810 001 2775	375.63
9918 VISA FEB 2026	03/03/2026	FY25-26-1661	Hotel two nights March 5-7	05 2900 610 001 4000	399.96

Check Number: 42273 Check Type: Check Check Date: 03/04/2026 Vendor: VISA PINNACLE BANK Check Total: 1,643.98

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
FEB 2026 9918 VISA	03/03/2026	FY25-26-1798	Hotel Parking	05 2900 352 001 2750	45.00
FEB 2026 VISA 0218	03/03/2026	FY25-26-1623	Tortilla Chips	05 2900 610 001 6000	76.68

Checking Account: 5 **STUDENT ACTIVITY ACCOUNT**

FEB 2026 VISA 0218	03/03/2026	FY25-26-1623	46 ct Takis	05 2900 610 001 6000	103.68
FEB 2026 VISA 0218	03/03/2026	FY25-26-1623	48 ct M&M	05 2900 610 001 6000	104.96
FEB 2026 VISA 5350	03/03/2026	FY25-26-1729	Meals for Employees working on ELL files	05 2900 610 003 5620	25.34
VISA 0218 FEB 2026	03/03/2026	FY25-26-1614	State Ticket invoice	05 2900 610 001 7260	756.50
VISA 5350 FEB. 2026	03/03/2026	FY25-26-1602	Honest Abes Cornhusker Restraunt	05 2900 610 001 7260	309.75
VISA 8463 FEB 2026	03/03/2026	FY25-26-1628	Panda team meal	05 2900 610 001 7150	176.76
VISA 9918 2026 FEB	03/03/2026	FY25-26-1790	Wearable Art	05 2900 610 001 9060	25.90
VISA 9918 2026 FEB	03/03/2026	FY25-26-1790	Wearable Art	05 2900 610 001 9060	19.41

Check Number: 42274 Check Type: Check Check Date: 03/04/2026 Vendor: VISA PINNACLE BANK Check Total: 397.05

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
VISA 9918 2026 FEB	03/03/2026	FY25-26-1790	Wearable Art	05 2900 610 001 9060	33.88
VISA 9919 2026 FEB	03/03/2026	FY25-26-1720	State Wrestling Meals Stipend	05 2900 352 001 2750	238.37
VISA 9919 2026 FEB	03/03/2026	FY25-26-1720	Coaches Bands x 2	05 2900 352 001 2750	124.80

Check Number: 42275 Check Type: Check Check Date: 03/04/2026 Vendor: QGRAPHIX NELSON QUENTIN Check Total: 887.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
6063	02/27/2026	FY25-26-1766	State wrestling shirts...made a deposit	05 2900 610 001 7250	537.00
6069	02/27/2026	FY25-26-1835	Small shirt	05 2900 610 001 5050	140.00
6069	02/27/2026	FY25-26-1835	Medium shirt	05 2900 610 001 5050	140.00
6069	02/27/2026	FY25-26-1835	Large shirt	05 2900 610 001 5050	56.00
6069	02/27/2026	FY25-26-1835	XL shirt	05 2900 610 001 5050	14.00

Check Number: 42276 Check Type: Check Check Date: 03/04/2026 Vendor: SCHCOM SCHUYLER COMMUNITY SCHOOLS Check Total: 42.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260227	02/27/2026	FY25-26-1866	PT conf dinner for staff	05 2900 610 009 2900	42.00

Check Number: 42277 Check Type: Check Check Date: 03/04/2026 Vendor: SYSCO SYSCO LINCOLN Check Total: 48.21

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
661814435	02/24/2026	FY25-26-1719	Case of Nacho Cheese	05 2900 610 001 6000	48.21

Check Number: 42278 Check Type: Check Check Date: 03/04/2026 Vendor: WAYPUB WAYNE HIGH SCHOOL Check Total: 380.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260304	03/04/2026	FY25-26-1901	Entry Fee for Wayne Speech Invitational	05 2900 610 001 5100	380.00

Check Number: 42279 Check Type: Check Check Date: 03/04/2026 Vendor: WAYSTA WAYNE STATE COLLEGE Check Total: 2,499.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20260302	03/02/2026	FY25-26-1878	Wayne State Dual Credit Bill	05 2900 610 001 3110	2,499.00

*Denotes Expensed Invoice Item

Checking Account ID: 5 Total without Voids: 27,667.63

Checking Account: 6 LUNCH FUND ACCOUNT

Check Number: 8365 Check Type: Check Check Date: 03/09/2026 Vendor: 3EELE 3E ELECTRICAL ENGINEERING & EQUIPMENT CO Check Total: 98.85

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9096270-00	02/23/2026	FY25-26-1797	contactor for walk in cooler	06 2640 731 003	98.85

Check Number: 8366 Check Type: Check Check Date: 03/09/2026 Vendor: AMAZCAPI AMAZON CAPITAL SERVICES Check Total: 343.80

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
179F-YCN6-KF6V	02/07/2026	FY25-26-1556	FOOD SERVICE REPAIRS	06 2640 731 003	35.99
179F-YCN6-KF6V	02/07/2026	FY25-26-1556	FOOD SERVICE REPAIRS	06 2640 731 008	247.49
179F-YCN6-KF6V	02/07/2026	FY25-26-1556	NON-FOOD SUPPLIES	06 3100 610 001	31.64
179F-YCN6-KF6V	02/07/2026	FY25-26-1556	NON-FOOD SUPPLIES	06 3100 610 001	25.30
179F-YCN6-KF6V	02/07/2026	FY25-26-1556	S & H	06 3100 610 008	3.38

Check Number: 8367 Check Type: Check Check Date: 03/09/2026 Vendor: CASHWA CASH-WA DISTRIBUTING Check Total: 23,430.09

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 001	137.32
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 001	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	credit	06 3100 610 001	(8.70)
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 001	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 001	142.48
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 001	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 001	206.24
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 001	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 003	255.12
Feb 26 Statement	02/27/2026	FY25-26-1707	credit	06 3100 610 003	(49.93)
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 003	226.96
Feb 26 Statement	02/27/2026	FY25-26-1707	credit	06 3100 610 003	(46.16)
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 003	140.80
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP NON-FOOD SUPPLIES	06 3100 610 003 0222	21.04
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP NON-FOOD SUPPLIES	06 3100 610 003 0222	21.04
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 008	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 008	178.10
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 008	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	credit	06 3100 610 008	(5.87)
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 008	137.32
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 008	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	NON-FOOD SUPPLIES	06 3100 610 008	142.48
Feb 26 Statement	02/27/2026	FY25-26-1707	delivery fee	06 3100 610 008	11.75
Feb 26 Statement	02/27/2026	FY25-26-1707	SCHS FOOD	06 3100 630 001	954.43
Feb 26 Statement	02/27/2026	FY25-26-1707	SCHS FOOD	06 3100 630 001	1,455.45
Feb 26 Statement	02/27/2026	FY25-26-1707	SCHS FOOD	06 3100 630 001	699.34
Feb 26 Statement	02/27/2026	FY25-26-1707	SCHS FOOD	06 3100 630 001	936.00

Checking Account: 6 LUNCH FUND ACCOUNT

Feb 26 Statement	02/27/2026	FY25-26-1707	SES FOOD	06 3100 630 003	1,870.81
Feb 26 Statement	02/27/2026	FY25-26-1707	SES FOOD	06 3100 630 003	482.94
Feb 26 Statement	02/27/2026	FY25-26-1707	SES FOOD	06 3100 630 003	2,037.49
Feb 26 Statement	02/27/2026	FY25-26-1707	SES FOOD	06 3100 630 003	1,304.09
Feb 26 Statement	02/27/2026	FY25-26-1707	SES FOOD	06 3100 630 003	3,047.35
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SES FOOD	06 3100 630 003 0222	746.31
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SES FOOD	06 3100 630 003 0222	814.51
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SES FOOD	06 3100 630 003 0222	227.76
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SES FOOD	06 3100 630 003 0222	873.61
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	123.36
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	1,994.27
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	950.56
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	98.14
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	112.98
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	1,839.24
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	90.30
Feb 26 Statement	02/27/2026	FY25-26-1707	SMS FOOD	06 3100 630 008	1,126.91
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SMS FOOD	06 3100 630 008 0222	12.32
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SMS FOOD	06 3100 630 008 0222	16.64
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SMS FOOD	06 3100 630 008 0222	4.48
Feb 26 Statement	02/27/2026	FY25-26-1707	FFVP SMS FOOD	06 3100 630 008 0222	18.56

Check Number: 8368 Check Type: Check Check Date: 03/09/2026 Vendor: CULLWATE CULLIGAN OF COLUMBUS Check Total: 2,663.67

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
301884L	02/28/2026	FY25-26-1904	NON-FOOD SUPPLIES	06 3100 610 003	65.00
301885L	02/28/2026	FY25-26-1904	FOOD SERVICE REPAIR	06 2640 731 001	2,089.67
301886L	02/28/2026	FY25-26-1904	NON-FOOD SUPPLIES	06 3100 610 008	509.00

Check Number: 8369 Check Type: Check Check Date: 03/09/2026 Vendor: DIDILUNC DIDIERS Check Total: 44.73

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
002080650821	02/25/2026	FY25-26-1718	SES FOOD	06 3100 630 003	2.59
005031231045	02/12/2026	FY25-26-1718	NON-FOOD SUPPLIES	06 3100 610 001	3.19
005031231045	02/12/2026	FY25-26-1718	SCHS FOOD	06 3100 630 001	38.95

Check Number: 8370 Check Type: Check Check Date: 03/09/2026 Vendor: EAKEOFFI EAKES OFFICE PRODUCTS CENTER Check Total: 704.89

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9286894-0	02/12/2026	FY25-26-1630	NON-FOOD SUPPLIESC	06 3100 610 008	266.49
9286904-0	02/12/2026	FY25-26-1630	NON-FOOD SUPPLIES	06 3100 610 001	243.62
9286923-0	02/12/2026	FY25-26-1630	NON-FOOD SUPPLIES	06 3100 610 003	194.78

Check Number: 8371 Check Type: Check Check Date: 03/09/2026 Vendor: HILADAIR HILAND DAIRY FOODS COMPANY LLC Check Total: 8,680.31

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
0459014	02/05/2026	FY25-26-1689	white milk	06 3100 630 000 0968	44.47

Checking Account: 6 LUNCH FUND ACCOUNT

0459014	02/05/2026	FY25-26-1689	choc. milk	06 3100 630 000 0968	45.95
0459400	02/26/2026	FY25-26-1887	white milk	06 3100 630 000 0968	66.71
0459400	02/26/2026	FY25-26-1887	choch. milk	06 3100 630 000 0968	45.95
Feb 26 Statement	02/28/2026	FY25-26-1712	SCHS FOOD	06 3100 630 001	562.29
Feb 26 Statement	02/28/2026	FY25-26-1712	SCHS FOOD	06 3100 630 001	337.73
Feb 26 Statement	02/28/2026	FY25-26-1712	SCHS FOOD	06 3100 630 001	432.01
Feb 26 Statement	02/28/2026	FY25-26-1712	SCHS FOOD	06 3100 630 001	657.97
Feb 26 Statement	02/28/2026	FY25-26-1712	SES FOOD	06 3100 630 003	729.79
Feb 26 Statement	02/28/2026	FY25-26-1712	SES FOOD	06 3100 630 003	1,122.48
Feb 26 Statement	02/28/2026	FY25-26-1712	SES FOOD	06 3100 630 003	543.39
Feb 26 Statement	02/28/2026	FY25-26-1712	SES FOOD	06 3100 630 003	781.79
Feb 26 Statement	02/28/2026	FY25-26-1712	SES FOOD	06 3100 630 003	366.51
Feb 26 Statement	02/28/2026	FY25-26-1712	SES FOOD	06 3100 630 003	798.06
Feb 26 Statement	02/28/2026	FY25-26-1712	24 FOOD	06 3100 630 005	25.20
Feb 26 Statement	02/28/2026	FY25-26-1712	24 FOOD	06 3100 630 005	22.98
Feb 26 Statement	02/28/2026	FY25-26-1712	24 FOOD	06 3100 630 005	28.00
Feb 26 Statement	02/28/2026	FY25-26-1712	24 FOOD	06 3100 630 005	4.69
Feb 26 Statement	02/28/2026	FY25-26-1712	SMS FOOD	06 3100 630 008	356.73
Feb 26 Statement	02/28/2026	FY25-26-1712	SMS FOOD	06 3100 630 008	517.03
Feb 26 Statement	02/28/2026	FY25-26-1712	SMS FOOD	06 3100 630 008	652.75
Feb 26 Statement	02/28/2026	FY25-26-1712	SMS FOOD	06 3100 630 008	537.83

Check Number: 8372 Check Type: Check Check Date: 03/09/2026 Vendor: HOBART HOBART SERVICE Check Total: 1,002.59

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
37188247	02/19/2026	FY25-26-1903	FOOD SERVICE REPAIRS	06 2640 731 008	1,002.59

Check Number: 8373 Check Type: Check Check Date: 03/09/2026 Vendor: JACKSERV JACKSON SERVICES INC Check Total: 154.17

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
February 26 Stmt	02/27/2026	FY25-26-1713	NON-FOOD SUPPLIES	06 3100 610 001	30.81
February 26 Stmt	02/27/2026	FY25-26-1713	NON-FOOD SUPPLIES	06 3100 610 001	34.64
February 26 Stmt	02/27/2026	FY25-26-1713	NON-FOOD SUPPLIES	06 3100 610 003	37.04
February 26 Stmt	02/27/2026	FY25-26-1713	NON-FOOD SUPPLIES	06 3100 610 003	51.68

Check Number: 8374 Check Type: Check Check Date: 03/09/2026 Vendor: SNYDHEAT PAUL DIRKSCHNEIDER Check Total: 939.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1758	02/12/2026	FY25-26-1880	FOOD SERVICE REPAIR	06 2640 731 001	939.00

Check Number: 8375 Check Type: Check Check Date: 03/09/2026 Vendor: SYSCO SYSCO LINCOLN Check Total: 23,235.17

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
661791950	02/05/2026	FY25-26-1646	Muffins	06 3100 630 000 0968	98.14
661791950	02/05/2026	FY25-26-1646	Apple Juice	06 3100 630 000 0968	171.30
661791950	02/05/2026	FY25-26-1646	Fruit Punch Juice	06 3100 630 000 0968	171.30
661791950	02/05/2026	FY25-26-1646	Cheez-its Crackers	06 3100 630 000 0968	54.84

Checking Account: 6 LUNCH FUND ACCOUNT

661791950	02/05/2026	FY25-26-1646	nutri-grain	06 3100 630 000 0968	75.70
661791950	02/05/2026	FY25-26-1646	Tiger Bites	06 3100 630 000 0968	51.91
661791950	02/05/2026	FY25-26-1646	Donuts	06 3100 630 000 0968	161.74
661814440	02/19/2026	FY25-26-1836	Apple Juice	06 3100 630 000 0968	85.65
661814440	02/19/2026	FY25-26-1836	Fruit Punch Juice	06 3100 630 000 0968	85.65
661814440	02/19/2026	FY25-26-1836	Poptarts	06 3100 630 000 0968	63.80
661814440	02/19/2026	FY25-26-1836	Choc. Chex mix	06 3100 630 000 0968	39.32
661814440	02/19/2026	FY25-26-1836	strawberry chex mix	06 3100 630 000 0968	37.48
661814440	02/19/2026	FY25-26-1836	sunchips	06 3100 630 000 0968	54.00
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 001	45.83
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 001	213.65
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 001	99.48
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 001	(43.35)
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 003	108.27
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 003	99.05
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 003	79.97
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 008	59.48
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 008	195.08
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 008	694.46
February 26 Stmts	02/27/2026	FY25-26-1708	NON-FOOD SUPPLIES	06 3100 610 008	357.68
February 26 Stmts	02/27/2026	FY25-26-1708	SCHS FOOD	06 3100 630 001	994.29
February 26 Stmts	02/27/2026	FY25-26-1708	SCHS FOOD	06 3100 630 001	1,509.97
February 26 Stmts	02/27/2026	FY25-26-1708	SCHS FOOD	06 3100 630 001	1,273.65
February 26 Stmts	02/27/2026	FY25-26-1708	SCHS FOOD	06 3100 630 001	254.80
February 26 Stmts	02/27/2026	FY25-26-1708	SCHS FOOD	06 3100 630 001	1,696.56
February 26 Stmts	02/27/2026	FY25-26-1708	SCHS FOOD	06 3100 630 001	428.70
February 26 Stmts	02/27/2026	FY25-26-1708	SES FOOD	06 3100 630 003	1,344.27
February 26 Stmts	02/27/2026	FY25-26-1708	SES FOOD	06 3100 630 003	690.68
February 26 Stmts	02/27/2026	FY25-26-1708	SES FOOD	06 3100 630 003	2,288.80
February 26 Stmts	02/27/2026	FY25-26-1708	SES FOOD	06 3100 630 003	1,062.78
February 26 Stmts	02/27/2026	FY25-26-1708	SES FOOD	06 3100 630 003	1,438.36
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SES FOOD	06 3100 630 003 0222	437.78
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SES FOOD	06 3100 630 003 0222	261.95
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SES FOOD	06 3100 630 003 0222	436.83
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SES FOOD	06 3100 630 003 0222	217.20
February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	1,543.89
February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	424.62
February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	1,314.79
February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	1,041.62
February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	1,421.64
February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	23.19

Checking Account: 6 LUNCH FUND ACCOUNT

February 26 Stmts	02/27/2026	FY25-26-1708	SMS FOOD	06 3100 630 008	23.19
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SMS FOOD	06 3100 630 008 0222	13.02
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SMS FOOD	06 3100 630 008 0222	10.48
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SMS FOOD	06 3100 630 008 0222	13.00
February 26 Stmts	02/27/2026	FY25-26-1708	FFVP SMS FOOD	06 3100 630 008 0222	8.68

Check Number: 8376 Check Type: Check Check Date: 03/09/2026 Vendor: USFOOD US FOODS Check Total: 21,418.15

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
February 26 Stmt	02/27/2026	FY25-26-1879	NON-FOOD SUPPLIES	06 3100 610 001	37.58
February 26 Stmt	02/27/2026	FY25-26-1879	NON-FOOD SUPPLIES	06 3100 610 001	153.04
February 26 Stmt	02/27/2026	FY25-26-1879	SCHS FOOD	06 3100 630 001	1,549.33
February 26 Stmt	02/27/2026	FY25-26-1879	SCHS FOOD	06 3100 630 001	1,150.00
February 26 Stmt	02/27/2026	FY25-26-1879	SCHS FOOD	06 3100 630 001	1,044.95
February 26 Stmt	02/27/2026	FY25-26-1879	SCHS FOOD	06 3100 630 001	729.47
February 26 Stmt	02/27/2026	FY25-26-1879	SES FOOD	06 3100 630 003	1,860.17
February 26 Stmt	02/27/2026	FY25-26-1879	SES FOOD	06 3100 630 003	1,757.73
February 26 Stmt	02/27/2026	FY25-26-1879	SES FOOD	06 3100 630 003	376.66
February 26 Stmt	02/27/2026	FY25-26-1879	SES FOOD	06 3100 630 003	2,512.53
February 26 Stmt	02/27/2026	FY25-26-1879	SES FOOD	06 3100 630 003	349.29
February 26 Stmt	02/27/2026	FY25-26-1879	SES FOOD	06 3100 630 003	3,573.55
February 26 Stmt	02/27/2026	FY25-26-1879	SMS FOOD	06 3100 630 008	1,146.10
February 26 Stmt	02/27/2026	FY25-26-1879	SMS FOOD	06 3100 630 008	1,297.03
February 26 Stmt	02/27/2026	FY25-26-1879	SMS FOOD	06 3100 630 008	188.80
February 26 Stmt	02/27/2026	FY25-26-1879	SMS FOOD	06 3100 630 008	1,133.97
February 26 Stmt	02/27/2026	FY25-26-1879	SMS FOOD	06 3100 630 008	2,557.95

Check Number: 8377 Check Type: Check Check Date: 03/09/2026 Vendor: JACKSERV JACKSON SERVICES INC Check Total: 68.17

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
February 26 Stmt(2)	02/12/2026	FY25-26-1919	NON-FOOD SUPPLIES	06 3100 610 001	31.19
February 26 Stmt(2)	02/12/2026	FY25-26-1919	NON-FOOD SUPPLIES	06 3100 610 003	37.04
February 26 Stmt(2)	02/12/2026	FY25-26-1919	NON-FOOD SUPPLIES	06 3100 610 003	(0.06)

*Denotes Expensed Invoice Item

Checking Account ID: 6 Total without Voids: 82,783.59

Checking Account: 8 SPECIAL BUILDING FUND ACCOUNT

Check Number: 1541 Check Type: Check Check Date: 03/09/2026 Vendor: BOBMCDONAL BOB MCDONALD GARAGE DOOR Check Total: 9,787.76

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
1426	02/16/2026	FY25-26-1299	BUILDING, ACQUISITION & RENOVATION	08 2515 720 000	9,787.76

Check Number: 1542 Check Type: Check Check Date: 03/09/2026 Vendor: ENGTECH ENGINEERING TECHNOLOGIES INC Check Total: 93,300.00

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
21124	01/21/2026	FY25-26-1769	ARCHITECT SERVICES	08 4300 490 000	46,650.00
21242	02/26/2026	FY25-26-1863	ARCHITECT SERVICES	08 4300 490 000	46,650.00

*Denotes Expensed Invoice Item

Checking Account ID: 8 Total without Voids: 103,087.76

4050
Overtime and Compensatory Time

Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4052
Job References to Prospective Employers

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

Employees Suspected of Sexual Misconduct Against a Minor or Student

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4053
Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:

   a. Business with which an employee is associated shall include the following:

      (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

      (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.

   b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

   c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes

2. Contracts with the School District.

   a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.

c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

a. An employee may employ or recommend or supervise the employment of an immediate family member if:

(1) The employee does not abuse his or her position.

(a) Abuse of official position shall include, but not be limited to, employing an immediate family member:

(i) who is not qualified for and able to perform the duties of the position;

(ii) for any unreasonably high salary;

(iii) who is not required to perform the duties of the position.

(2) The employee makes a reasonable solicitation and consideration of applications for employment.

(3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.

(4) The board approves the employment or supervisory position.

b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.

c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.

d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.

5. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.

c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.

d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than $150,000 Per Year

   a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.

   b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

i. When assessing whether a conflict of interest exists, qualifying staff members should access whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.

ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.

c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:

i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and

iii. Abstain from participating in the matter in which the employee has a conflict of interest.

d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.

7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4054
Reporting Child Abuse or Neglect

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.

2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.

3. Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.

4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

Contents of the Report. The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Legal Immunity. Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4060
School Vehicle Use

Pupil Transportation Vehicles. The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. See Title 92, Nebraska Administrative Code, Chapter 91 – Regulations Governing Driver Qualifications and Operational Procedures for Pupil Transportation Vehicles ("Rule 91") Title 92, Nebraska Administrative Code, Chapter 92 – Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles ("Rule 92"), available on NDE's website (www.education.ne.gov). A pupil transportation vehicle is any vehicle utilized to carry school children as sponsored and approved by the school board and that conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed as School Bus, Activity Bus, Small Vehicle, or Coach Bus.

School Vehicles Other Than Those Transporting Students. School district employees, board members, and other elected or appointed school district officials (collectively "school personnel") who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. School district vehicles may not be used for personal purposes unless the vehicle, or the use of it, is provided to an employee as a condition of an employment contract or it is leased to school personnel as allowed by law. School personnel must operate school vehicles in accordance with all applicable federal, state, and local laws.

Driver Qualifications. School personnel who wish to use a vehicle owned or leased by the school district and who are not transporting students must:

- Possess and provide a copy of a valid Motor Vehicle operator's license.
- Be able to read and comprehend driving regulations and written test questions.
- Obtain and provide a copy of his or her current driving record from the department of motor vehicles at least one time per school year to the superintendent or his or her designee.
- Be at least 19 years of age.

School personnel must notify the superintendent or his or her designee about any change in their driving status or eligibility.

School personnel who have been convicted of any of the following or who meet any of the following conditions will not be allowed to drive a school district vehicle:

- If the citation or conviction occurred at any time—Motor vehicle homicide or driving under the influence – 3rd or subsequent offense;
- If the citation or conviction occurred within the last 5 years - Driving under the influence of drugs or alcohol, failure to render aid in accident you are involved in, speeding 15 miles per hour or more above the posted speed limit, reckless driving (willful or otherwise), careless driving, leaving the scene of

an accident, failure to yield to a pedestrian with bodily injury to the pedestrian, or negligent driving; or
- Have accumulated 7 points or more under an operator's license point system within the last 2 years.

The superintendent or his or her designee has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The superintendent or his or her designee will make the final determination about the use of school district vehicles.

Electronic Communication While Driving. Unless the superintendent or a principal grants an exception to allow verbal communication on an as needed basis for specific district-related work based upon an employee's duties and responsibilities, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, text messages or other visual media.

Tobacco, Alcohol, and Controlled Substances. The use of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted in a school vehicle at any time. The use or possession of any alcohol or controlled substance (unless legally prescribed to school personnel by a Health Care Provider) is not permitted in a school vehicle at any time. All drivers shall follow and be subject to Drug Free Workplace Policy and Drug Policy Regarding Drivers Policy.

Traffic Accidents, Infractions, Violations, or Citations. School personnel who receive a citation or warning citation from a law enforcement officer or are involved in an accident while operating a school vehicle must report the citation to the superintendent or his or her designee as soon as practicable, but no later than 24 hours of receipt. The superintendent must report his or her accidents, infractions, violations, or citations to the board president.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4061
Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating Health Care Provider which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical

improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: __March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4063
Extra Duty and Extended Contract Assignments for Certificated Staff

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual employment contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

Extra Duty Assignments
Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time certificated staff who are anticipated to work more than 1100 hours each school year are expected to work additional hours each month of the contract year in fulfillment of their extra duty assignments. Part-time certificated staff who are anticipated to spend fewer than 1100 hours in their regular teaching assignments each school year must track the hours they spend on extra duty assignments and submit those hours to the district bookkeeper monthly.

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event

schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

Extended Contract Days
If a certificated staff member is assigned extended contract days, that assignment shall be included in his/her individual employment contract with the board of education. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

Unless otherwise directed by the administration, extended contract days shall be completed prior to the first regular duty day for teachers for the impending contract year. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

Payment for Extended Contract Days
Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

Adopted on:__March 2, 2026_
Revised on: __March 2, 2026_
Reviewed on: __March 2, 2026_

4064
Transporting Students in Employee Vehicles

School employees shall not use their personal vehicle to transport students except for those students who reside in the employee's own household or if an emergency exists. If an emergency occurs, the employee will contact the administration and parents whenever practicable before providing the emergency transportation.

Adopted on: __March 2, 2026_

Revised on: __March 2, 2026_

Reviewed on: __March 2, 2026_

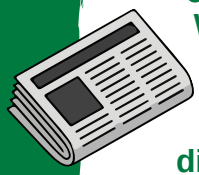
MARCH STUCO UPDATE

CONFERENCE SPEECH RUNNER-UP

Our speech team has been doing great things and it is paying off. There were so many that placed at Conference Speech against some difficult competition that we were able to receive Runner-Up! A great accomplishment! Our home speech invitational is March 10th and we look forward to bringing home more hardware! Then on to Districts!

Student Council honored Mr. Terrell on February 16th for National SRO day. He has become an asset not only for the community but in the school building as well! We are also hosting an early elementary/Sixpence Easter Egg Hunt on March 28th at the High School.

Spring sports have kicked off! There are over 100 athletes participating in soccer, our track team has over 65 competitors out, and some boys golfers have already been out practicing on the greens! We wish all Spring sports contestants the best of luck in this upcoming season.



Schuyler High School submitted 17 entries across eight categories for the NSAA State Journalism Preliminary competition by the March 1 deadline. We are also now publishing student stories to the district website and social media via Thrillshare. While adapting our year-long content for digital publication has been a learning process, we have streamlined the workflow and look forward to sharing more stories in the coming weeks.

National Honor Society has been busy visiting Schuyler Preschool. The NHS students spend time in the preschool classrooms reading and getting creative with the students. This is a great opportunity for our younger students to meet some of their future role models.

Students in the Schuyler High School Media Production program are partnering with United Way to produce a series of short videos highlighting the importance of local childcare providers in our community. As part of this project, students are interviewing childcare professionals to learn about their experiences, the challenges they face, and the critical role they play in supporting families. The goal of the project is to help raise awareness about the need for quality childcare, encourage more individuals to consider starting childcare programs, and give students real-world experience planning, filming, and editing meaningful community-focused media.

MARCH STUCO UPDATE ESPORTS

Schuyler Mario Kart Team 1 consists of Toby Velez, Valeria Grado, Mario, Camey, and Rafa Carvajal. They are in 18th place in the division they have had two games against returning state medalists which were a challenge for them, and despite holding up well they fell short in both games causing a fall in the rankings but they maintain an even record as of Thursday 3/5/26.

Schuyler Mario Kart Team 2 consists of Cain Gutierrez, Joseph Arévalo, Javier Torres, and Cassiel Jimenez. Antonio Magana serves as an alternate for both teams. Team 2 is currently in 24th place, but they are down one game in the rankings due to a reschedule. They should change placings tonight 3/5/26. They have also been matched up against a returning state medaling team, and again despite putting up a fight fell short in the competition. They currently have a 1-3 record.

In Valorant we had some tech issues to begin the season with, currently the students are bringing in their own devices, and we had some issues with the systems themselves being able to connect or run the game as they should. I do want to give a huge thank you and shine some recognition to and on Vicki Jones and Dan Rinkol they have been nothing short of total tech rockstars in helping us to get the esports program running and stable. The Valorant team consists of: Braeton Seamann, Rafa Carvajal, Antonio Magana, Joesph Arévalo, Toby Velez, and Dusty Jedlicka is our Alternate.

VALORANT

Hearthstone currently has 7 teams four of which are in the top 10 in the state. This game is played in solos so each of these players are considered an entire team. As of 3/5/26 Justin Lara is in 4th place, Braeton Seamann is in 7th, Antonio Magana is in 9th, and Abby Mejia is in 10th. The other players and placings are: Anibal Lux 13th, Dusty Jedlicka 15th, and Daniel Castellon 16th.

There are no seasonal rankings in Fortnite. Each game that the students compete in are considered prerequisites for qualification to state. The team has scored at every game they have been able to play this season and are currently on track to be able to take part in the state game series on Saturday March 28th in the morning.

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-733052-1
PQ #:	PQ 240912-392875
Date:	2/26/2026
Expires On:	3/28/2026
Delivery Service Level:	Standard

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Caminos + CKLA:
6 years teacher digital
6 years student digital
6 years student print
Language Studio:
6 years teacher digital
6 years student print
Boost Reading K-5:
6 years

CKLA + LS Grade K

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Uvl Teacher License Presidents/Seasons - 6yr (2026-2032)	979-8-89511-179-6	$1,050.00	8	0	$8,400.00	$0.00
Amplify CKLA 3rd Ed GK Uvl Student License Presidents/Seasons - 6yr (2026-2032)	979-8-89511-203-8	$157.50	115	0	$18,112.50	$0.00
Amplify CKLA 3E Language Studio GK Teacher License President/Season - 6yr (2026-2032)	978-1-96858-531-0	$300.00	8	0	$2,400.00	$0.00
Amplify CKLA 3rd Ed GK Uvl Classroom Kit Presidents/Seasons	979-8-89500-153-0	$2,800.00	0	6	$0.00	$16,800.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons - 6yr (2026-2032)	979-8-89512-043-9	$32.00	0	690	$3,312.00	$18,768.00
Amplify CKLA 3rd Ed Language Studio GK Teacher Kit Presidents/Seasons	979-8-89580-925-9	$290.00	0	8	$0.00	$2,320.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Language Studio GK Consumable Set Presidents/Seasons - 6yr (2026-2032)	979-8-89780-218-0	$25.00	0	690	$2,587.50	$14,662.50
TOTAL					$34,812.00	$52,550.50

CKLA + LS Grade 1

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Uvl Teacher License Earth History/Early Americas - 6yr (2026-2032)	979-8-89511-243-4	$1,050.00	8	0	$8,400.00	$0.00
Amplify CKLA 3rd Ed G1 Uvl Student License Earth History/Early Americas - 6yr (2026-2032)	979-8-89511-275-5	$157.50	140	0	$22,050.00	$0.00
Amplify CKLA 3E Language Studio G1 Teacher License Earth Hist/Americas - 6yr (2026-2032)	978-1-96858-539-6	$300.00	8	0	$2,400.00	$0.00
Amplify CKLA 3rd Ed G1 Uvl Classroom Kit Earth History/Early Americas	979-8-89500-157-8	$2,450.00	0	6	$0.00	$14,700.00
Amplify CKLA 3rd Ed G1 Student Consumable Set History/Early Americas - 6yr (2026-2032)	979-8-89512-067-5	$32.00	0	840	$4,032.00	$22,848.00
Amplify CKLA 3rd Ed Language Studio G1 Teacher Kit Earth/Early Americas	979-8-89580-940-2	$290.00	0	8	$0.00	$2,320.00
Amplify CKLA 3rd Ed Language Studio G1 Consumable Set Earth/Early Americas - 6yr (2026-2032)	979-8-89781-965-2	$25.00	0	840	$3,150.00	$17,850.00
TOTAL					$40,032.00	$57,718.00

CKLA + LS Grade 2

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Uvl Teacher License Create Change/Nutrition - 6yr (2026-2032)	979-8-89511-283-0	$1,050.00	7	0	$7,350.00	$0.00
Amplify CKLA 3rd Ed G2 Uvl Student License Create Change/Nutrition - 6yr (2026-2032)	979-8-89511-315-8	$157.50	130	0	$20,475.00	$0.00
Amplify CKLA 3E Language Studio G2 Teacher License Create/Nutrition - 6yr (2026-2032)	978-1-96858-541-9	$300.00	7	0	$2,100.00	$0.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Uvl Classroom Kit Change/Nutrition	979-8-89404-079-0	$2,450.00	0	5	$0.00	$12,250.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Creating Change/Nutrition - 6yr (2026-2032)	979-8-89512-083-5	$32.00	0	780	$3,744.00	$21,216.00
Amplify CKLA 3rd Ed Language Studio G2 Teacher Kit Create Change/Nutrition	979-8-89580-955-6	$290.00	0	7	$0.00	$2,030.00
Amplify CKLA 3rd Ed Language Studio G2 Consumable Set Create Change/Nutrition - 6yr (2026-2032)	979-8-89781-972-0	$25.00	0	780	$2,925.00	$16,575.00
TOTAL					$36,594.00	$52,071.00

CKLA + LS Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Uvl Teacher License Charlotte's Web/Human Body - 6yr (2026-2032)	979-8-89511-347-9	$1,050.00	7	0	$7,350.00	$0.00
Amplify CKLA 3rd Ed G3 Uvl Student License Charlotte's Web/Human Body - 6yr (2026-2032)	979-8-89511-379-0	$157.50	130	0	$20,475.00	$0.00
Amplify CKLA 3E Language Studio G3 Teacher License Web/Human Body - 6yr (2026-2032)	978-1-96858-549-5	$300.00	7	0	$2,100.00	$0.00
Amplify CKLA 3rd Ed G3 Uvl Complete Classroom Kit Charlotte's Web/Human Body	979-8-89404-080-6	$2,000.00	0	5	$0.00	$10,000.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Charlotte's Web/Human Body - 6yr (2026-2032)	979-8-89512-115-3	$32.00	0	780	$3,744.00	$21,216.00
Amplify CKLA 3rd Ed Language Studio G3 Teacher Kit Web/Human Body	979-8-89580-977-8	$290.00	0	7	$0.00	$2,030.00
Amplify CKLA 3rd Ed Language Studio G3 Consumable Set Web/Human Body - 6yr (2026-2032)	979-8-89781-916-4	$25.00	0	780	$2,925.00	$16,575.00
TOTAL					$36,594.00	$49,821.00

CKLA + LS Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Uvl Complete Teacher License Styx Malone/World of Tales - 6yr (2026-2032)	979-8-89780-738-3	$1,050.00	7	0	$7,350.00	$0.00
Amplify CKLA 3rd Ed G4 Uvl Student License Styx Malone/World of Tales - 6yr (2026-2032)	979-8-89511-467-4	$157.50	125	0	$19,687.50	$0.00
Amplify CKLA 3E Language Studio G4 Teacher License Styx Malone/World of - 6yr (2026-2032)	978-1-96858-563-1	$300.00	7	0	$2,100.00	$0.00
Amplify CKLA 3rd Ed G4 Uvl Complete Classroom Kit Styx Malone/World of Tales	979-8-89839-104-1	$2,000.00	0	5	$0.00	$10,000.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Styx Malone/World of Tales - 6yr (2026-2032)	979-8-89512-171-9	$32.00	0	750	$3,600.00	$20,400.00
Amplify CKLA 3rd Ed Language Studio G4 Teacher Kit Styx/World of Tales	979-8-89580-998-3	$390.00	0	7	$0.00	$2,730.00
Amplify CKLA 3rd Ed Language Studio G4 Consumable Set Styx Malone/World of Tales - 6yr (2026-2032)	979-8-89781-896-9	$25.00	0	750	$2,812.50	$15,937.50
TOTAL					$35,550.00	$49,067.50

CKLA + LS Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Uvl Complete Teacher License Tollbooth/Midsummer Night - 6yr (2026-2032)	979-8-89839-303-8	$1,050.00	8	0	$8,400.00	$0.00
Amplify CKLA 3rd Ed G5 Uvl Student License Tollbooth/Midsummer Night - 6yr (2026-2032)	979-8-89511-515-2	$157.50	160	0	$25,200.00	$0.00
Amplify CKLA 3E Language Studio G5 Teacher License Tollbooth/Midsummer - 6yr (2026-2032)	978-1-96858-567-9	$300.00	8	0	$2,400.00	$0.00
Amplify CKLA 3rd Ed G5 Uvl Complete Classroom Kit Tollbooth/Midsummer Night	979-8-89839-106-5	$2,000.00	0	6	$0.00	$12,000.00
Amplify CKLA 3rd Ed G5 Student Consumable Set Tollbooth/Midsummer Night - 6yr (2026-2032)	979-8-89512-187-0	$32.00	0	960	$4,608.00	$26,112.00
Amplify CKLA 3rd Ed Language Studio G5 Teacher Kit Tollbooth/Midsummer	979-8-89579-496-8	$390.00	0	8	$0.00	$3,120.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Language Studio G5 Consumable Set Tollbooth/Midsummer - 6yr (2026-2032)	979-8-89781-863-1	$25.00	0	960	$3,600.00	$20,400.00
TOTAL					$44,208.00	$61,632.00

Caminos Grade K

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed Uvl GK Complete Teacher License Presidents/Seasons - 6yr (2026-2032)	979-8-89875-852-3	$1,050.00	1	0	$1,050.00	$0.00
Amplify Caminos 3rd Ed Uvl GK Complete Student License Presidents/Seasons - 6yr (2026-2032)	979-8-89875-789-2	$157.50	22	0	$3,465.00	$0.00
Amplify Caminos 3rd Ed Uvl GK Complete Classroom Kit Presidents/Seasons	979-8-89874-873-9	$3,220.00	0	1	$0.00	$3,220.00
Amplify Caminos 3rd Ed GK Student Consumable Set Presidents/Seasons - 6yr (2026-2032)	979-8-89875-915-5	$43.50	0	132	$860.64	$4,881.36
TOTAL					$5,375.64	$8,101.36

Caminos Grade 1

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed Uvl G1 Complete Teacher License Earth/Americas - 6yr (2026-2032)	979-8-89876-034-2	$1,050.00	1	0	$1,050.00	$0.00
Amplify Caminos 3rd Ed Uvl G1 Complete Student License Earth/Americas - 6yr (2026-2032)	979-8-89875-971-1	$157.50	22	0	$3,465.00	$0.00
Amplify Caminos 3rd Ed Uvl G1 Complete Classroom Kit Earth/Early Americas	979-8-89874-957-6	$2,820.00	0	1	$0.00	$2,820.00
Amplify Caminos 3rd Ed G1 Student Consumable Set Earth History/Early America - 6yr (2026-2032)	979-8-89876-097-7	$43.50	0	132	$860.64	$4,881.36
TOTAL					$5,375.64	$7,701.36

Caminos Grade 2

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed Uvl G2 Complete Teacher License Create Change/Nutrition - 6yr (2026-2032)	979-8-89876-195-0	$1,050.00	1	0	$1,050.00	$0.00
Amplify Caminos 3rd Ed Uvl G2 Complete Student License Change/Nutrition - 6yr (2026-2032)	979-8-89876-132-5	$157.50	20	0	$3,150.00	$0.00
Amplify Caminos 3rd Ed Uvl G2 Complete Classroom Kit Create Change/Nutrition	979-8-89875-037-4	$2,820.00	0	1	$0.00	$2,820.00
Amplify Caminos 3rd Ed G2 Student Consumable Set Change/Nutrition - 6yr (2026-2032)	979-8-89876-258-2	$43.50	0	120	$782.40	$4,437.60
TOTAL					$4,982.40	$7,257.60

Caminos Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed Uvl G3 Integrated Teacher License Human Body - 6yr (2026-2032)	979-8-89876-328-2	$1,050.00	1	0	$1,050.00	$0.00
Amplify Caminos 3rd Ed Uvl G3 Student License Human Body - 6yr (2026-2032)	979-8-89876-314-5	$157.50	22	0	$3,465.00	$0.00
Amplify Caminos 3rd Ed Uvl G3 Integrated Classroom Kit Human Body	979-8-89875-122-7	$2,300.00	0	1	$0.00	$2,300.00
Amplify Caminos 3rd Ed G3 Student Consumable Set Human Body - 6yr (2026-2032)	979-8-89876-342-8	$43.50	0	132	$860.64	$4,881.36
TOTAL					$5,375.64	$7,181.36

Caminos Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed Uvl G4 Integrated Teacher License World of Tales - 6yr (2026-2032)	979-8-89876-377-0	$1,050.00	1	0	$1,050.00	$0.00
Amplify Caminos 3rd Ed Uvl G4 Student License World of Tales - 6yr (2026-2032)	979-8-89876-363-3	$157.50	18	0	$2,835.00	$0.00
Amplify Caminos 3rd Ed Uvl G4 Integrated Classroom Kit World of Tales	979-8-89875-759-5	$2,300.00	0	1	$0.00	$2,300.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed G4 Student Consumable Set World of Tales - 6yr (2026-2032)	979-8-89876-391-6	$43.50	0	108	$704.16	$3,993.84
TOTAL					$4,589.16	$6,293.84

Caminos Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Caminos 3rd Ed Uvl G5 Integrated Teacher License Midsummer - 6yr (2026-2032)	979-8-89876-419-7	$1,050.00	1	0	$1,050.00	$0.00
Amplify Caminos 3rd Ed Uvl G5 Student License Midsummer - 6yr (2026-2032)	979-8-89876-398-5	$157.50	22	0	$3,465.00	$0.00
Amplify Caminos 3rd Ed Uvl G5 Integrated Classroom Kit Midsummer	979-8-89875-237-8	$2,300.00	0	1	$0.00	$2,300.00
Amplify Caminos 3rd Ed G5 Student Consumable Set Midsummer Night - 6yr (2026-2032)	979-8-89876-426-5	$43.50	0	132	$860.64	$4,881.36
TOTAL					$5,375.64	$7,181.36

Boost Reading K-5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Student License - 6yr (2026-2032)	979-8-89839-938-2	$126.00	0	800	$41,760.00	$59,040.00
TOTAL					$41,760.00	$59,040.00

Please refer to Product Description section below for more detail.

Year 1 PD Plan (2026-2027)

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Getting Started for Teachers (2 Hours Onsite)	2.00	$2,200.00	$0.00	$4,400.00
Amplify CKLA 3rd Ed K-2 OR 3-5 Initial Training (1 Day Onsite)	2.00	$3,200.00	$0.00	$6,400.00
Amplify CKLA 3rd Ed Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	1.00	$3,200.00	$0.00	$3,200.00
Amplify CKLA 3rd Ed Program Overview for Leaders (1/2 Day Onsite)	1.00	$2,500.00	$0.00	$2,500.00
Amplify CKLA 2nd Ed K-2 OR 3-5 Language Studio Companion Trng (1/2 Day Onsite)	1.00	$2,500.00	$0.00	$2,500.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed/Caminos 3rd Ed Coaching Session (1 Day Onsite)	2.00	$3,200.00	$0.00	$6,400.00
Amplify Caminos 3rd Ed K-2 OR 3-5 Initial Training for Teachers (1 Day Onsite)	2.00	$3,200.00	$0.00	$6,400.00
TOTAL		$20,000.00	$0.00	$31,800.00

Year 2 PD Plan (2027-2028)

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	1.00	$3,200.00	$0.00	$3,200.00
Amplify CKLA 3rd Ed/Caminos 3rd Ed Coaching Session (1 Day Onsite)	2.00	$3,200.00	$0.00	$6,400.00
TOTAL		$6,400.00	$0.00	$9,600.00

Year 3 PD Plan (2028-2029)

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed: Launch Certification	1.00	$3,600.00	$0.00	$3,600.00
Amplify CKLA 3rd Ed/Caminos 3rd Ed Coaching Session (1 Day Onsite)	2.00	$3,200.00	$0.00	$6,400.00
TOTAL		$6,800.00	$0.00	$10,000.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$49,505.52	$26,522.41	$22,983.11

TOTAL DISCOUNT	$327,146.53
GRAND TOTAL	$499,999.99

Notes

Pricing reflected in the grand total above includes a one-time discount resulting from a quoting system error. Upon renewal, commercial list price will be quoted.

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.

- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2032.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

CKLA 3rd Edition Pricing
Please note that the above pricing reflects CKLA 3rd Edition bundle pricing. A change in product configuration may result in different per student costs. For additional information on CKLA 3rd Edition pricing, please contact your Account Executive.

Promotional Pricing
Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

Product Descriptions

CKLA + LS Grade K

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed GK Uvl Teacher License Presidents/Seasons	Includes National Icons: Presidents and American Symbols License, Rain and Rainbows: Seasons and Weather License, and Uvl Complete Teacher License
Amplify CKLA 3rd Ed GK Uvl Student License Presidents/Seasons	Includes National Icons: Presidents and American Symbols License, Rain and Rainbows: Seasons and Weather License, and Uvl Complete Student License
Amplify CKLA 3E Language Studio GK Teacher License President/Season	Includes Amplify CKLA 3E Language Studio GK Teacher License: National Icons: Presidents and American Symbols License, Rain and Rainbows: Seasons and Weather License, Core Teacher License Domains 1-7 & 10 and Teacher Resources Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed GK Uvl Classroom Kit Presidents/Seasons	Includes Uvl Skills Teacher Guides U1-U10, Knowledge Teacher Guides D1-7 & D10, Skills Assessment Guide. Skills Take-Home Supplement, Skills Big Books 4-8, Small Letter Cards, Large Letter Cards, Sound Posters, Sound Cards, Clear Pockets, Image Cards D1-7 & D10, Skills Readers U6-U10, Skills Picture Reader, Chaining Folder, Trade Book: The First Drawing, Trade Book: Van Gogh and the Sunflowers, Trade Book: My Name is Georgia, Trade Book: A Life Made by Hand, Trade Book: Rainbow Weaver/Tejedora del Arcoiris, & Trade Book: Luna Loves Art, and Choice Units National Icons: Presidents and American Symbols or Rain and Rainbows: Seasons and Weather
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons	Includes Skills Activity Books Vol 1-3 and Knowledge D1-7 & 10 Activity Books, National Icons: Presidents and American Symbols, and Rain and Rainbows: Seasons and Weather Activity Books
Amplify CKLA 3rd Ed Language Studio GK Teacher Kit Presidents/ Seasons	Includes Teacher Guides Vol 1 (Domains 1-4) and Vol 2 (Domains 5-7 & 10), with the choice unit Teacher Guides of "National Icons: Presidents and American Symbols" and "Rain and Rainbows: Seasons and Weather". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed Language Studio GK Consumable Set Presidents/Seasons	Includes Activity Books Vol 1 (Domains 1-4) and Vol 2 (Domains 5-7 & 10), with the choice unit Activity Books of "National Icons: Presidents and American Symbols" and "Rain and Rainbows: Seasons and Weather". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

CKLA + LS Grade 1

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed G1 Uvl Teacher License Earth History/Early Americas	Includes Our Planet: The History of the Earth License, Early Americas: Maya, Aztec, and Inca License, and Complete Teacher License
Amplify CKLA 3rd Ed G1 Uvl Student License Earth History/Early Americas	Includes Our Planet: The History of the Earth License, Early Americas: Maya, Aztec, and Inca License, and Complete Student License
Amplify CKLA 3E Language Studio G1 Teacher License Earth Hist/Americas	Includes Amplify CKLA 3E Language Studio G1 Teacher License: Our Planet: The History of the Earth License, Early Americas: Maya, Aztec, and Inca License, Core Teacher License Domains 1-7 & 10 and Teacher Resources Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed G1 Uvl Classroom Kit Earth History/Early Americas	Includes Uvl Skills Teacher Guides U1-U7, Knowledge Teacher Guides D1-7 & D10, Skills Assessment Guide. Skills Take-Home Supplement, Skills Big Books 1-3, Spelling Cards, Large Letter Cards, Code Posters, Image Cards D1-7 & D10, Skills Readers U1-U7,Trade Book: My Name is Gabito/Me llamo Gabito, Trade Book: Tomas and the Galapagos Adventure, Trade Book: The Astronaut with a Song for the Stars: The Story of Dr. Ellen Ochoa, Trade Book: Mae Among the Stars, Trade Book: Shark Lady: The True Story of How Eugenie Clark Became the Ocean's Most Fearless Scientist, Trade Book: Manfish, Trade Book: Keep On! The Story of Matthew Henson, Co-Discoverer of the North Pole, Trade Book: The Top of the World: Climbing Mount Everest and Choice Units: Our Planet: The History of the Earth or Early Americas: Maya, Aztec, and Inca
Amplify CKLA 3rd Ed G1 Student Consumable Set History/Early Americas	Includes Skills Activity Books Vol 1-3 and Knowledge D1-7 & 10 Activity Books, Our Planet: The History of the Earth, and Early Americas: Maya, Aztec, and Inca Activity Books

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed Language Studio G1 Teacher Kit Earth/Early Americas	Includes Teacher Guides Vol 1 (Domains 1-4) and Vol 2 (Domains 5-7 & 10), with the choice unit Teacher Guides of "Our Planet: The History of the Earth" and "Early Americas: Maya, Aztec, and Inca". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed Language Studio G1 Consumable Set Earth/ Early Americas	Includes Activity Books Vol 1 (Domains 1-4) and Vol 2 (Domains 5-7 & 10), with the choice unit Activity Books of "Our Planet: The History of the Earth" and "Early Americas: Maya, Aztec, and Inca". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

CKLA + LS Grade 2

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed G2 Uvl Teacher License Create Change/Nutrition	Includes Making a Difference: Creating Change License, Building Blocks: All About Nutrition License, and Uvl Teacher License
Amplify CKLA 3rd Ed G2 Uvl Student License Create Change/Nutrition	Includes Making a Difference: Creating Change License, Building Blocks: All About Nutrition License, and Uvl Student License
Amplify CKLA 3E Language Studio G2 Teacher License Create/ Nutrition	Includes Amplify CKLA 3E Language Studio G2 Teacher License: Making a Difference: Creating Change License, Building Blocks: All About Nutrition License, Core Teacher License Domains 1-7 & 10 and Teacher Resources Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed G2 Uvl Classroom Kit Change/Nutrition	Includes Uvl Skills Teacher Guides U1-U6, Knowledge Teacher Guides D1-7 & D10, Skills Assessment Guide. Skills Take-Home Supplement, Spelling Cards, Code Posters, Timeline Cards, Image Cards D2-7 & D10, Skills Readers U1-U6,Trade Book: Up and Away! How Two Brothers Invented the Hot Air Balloon, Trade Book: The Glorious Flight: Across the Channel with Louis, Trade Book: The Flying Girl: How Aída de Acosta Learned to Soar, Trade Book: Wood, Wire, Wings: Emma Lilian Todd Invents an Airplane, Trade Book: Helicopter Man: Igor Sikorsky and His Amazing Invention, Trade Book: The Tuskegee Airmen Story, Trade Book: Skyward: The Story of Female Pilots in WWII, and Trade Book: Aim for the Skies: Jerrie Mock and Joan Merriam Smith's Race to Complete Amelia Earhart's Quest, and Choice Units:Making a Difference: Creating Change or Building Blocks: All About Nutrition
Amplify CKLA 3rd Ed G2 Student Consumable Set Creating Change/ Nutrition	Includes Skills Activity Books Vol 1-3 and Knowledge D1-7 & 10 Activity Books, Making a Difference: Creating Change, and Building Blocks: All About Nutrition Activity Books
Amplify CKLA 3rd Ed Language Studio G2 Teacher Kit Create Change/Nutrition	Includes Teacher Guides Vol 1 (Domains 1-4) and Vol 2 (Domains 5-7 & 10), with the choice unit Teacher Guides of "Making a Difference: Creating Change" and "Building Blocks: All About Nutrition". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed Language Studio G2 Consumable Set Create Change/Nutrition	Includes Activity Books Vol 1 (Domains 1-4) and Vol 2 (Domains 5-7 & 10), with the choice unit Activity Books of "Making a Difference: Creating Change" and "Building Blocks: All About Nutrition". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

CKLA + LS Grade 3

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed G3 Uvl Teacher License Charlotte's Web/Human Body	Includes Novel Study: Charlotte's Web License, Systems and Senses: The Human Body License, and Uvl Teacher License
Amplify CKLA 3rd Ed G3 Uvl Student License Charlotte's Web/Human Body	Includes Novel Study: Charlotte's Web License, Systems and Senses: The Human Body License, and Uvl Student License with core units
Amplify CKLA 3E Language Studio G3 Teacher License Web/ Human Body	Includes Amplify CKLA 3E Language Studio G3 Teacher License: Charlotte's Web License, Systems and Senses: The Human Body License, Core Teacher License Domains 1-6 & 9 and Teacher Resources Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed G3 Uvl Complete Classroom Kit Charlotte's Web/Human Body	Includes Uvl Skills Teacher Guides U1-U4,Teacher Guides 1-6 & 9, Skills Assessment Guide, Skills Activity Book Vol 1 U1-U2, Skills Activity Book Vol 2 U3-U4 ,Cursive Activity Book, Spelling Cards, Image Cards D1-6 & D9, Skills Readers U1-U6,Trade Book: Birth of the Cool: How Jazz Great Miles Davis, Trade Book: Little Melba and Her Big Trombone, Trade Book: Benny Goodman and Teddy Wilson, Trade Book: Tito Puente, el Rey del Mambo, Trade Book: Drum Dream Girl, Trade Book: Duke Ellington: The Piano Prince and His Orchestra, and Choice Units: Novel Study: Charlotte's Web or Systems and Senses: The Human Body
Amplify CKLA 3rd Ed G3 Student Consumable Set Charlotte's Web/ Human Body	Includes U1-U2 Activity Book, Poets Journal, U4 Activity Book, U5-U6 Activity Book, and U9 Activity Book, Novel Study: Charlotte's Web, and Systems and Senses: The Human Body Activity Books
Amplify CKLA 3rd Ed Language Studio G3 Teacher Kit Web/Human Body	Includes Teacher Guides Vol 1 (Domains 1-3) and Vol 2 (Domains 4-6 & 9), with the choice unit Teacher Guides of "Charlotte's Web" and "Systems and Senses: The Human Body". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed Language Studio G3 Consumable Set Web/ Human Body	Includes Activity Books Vol 1 (Domains 1-3) and Vol 2 (Domains 4-6 & 9), with the choice unit Activity Books of "Charlotte's Web" and "Systems and Senses: The Human Body". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

CKLA + LS Grade 4

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed G4 Uvl Complete Teacher License Styx Malone/ World of Tales	Includes Uvl Novel Study:The Season of Styx Malone License, Uvl Crafting Stories: A World of Tales License, and Uvl Complete Teacher License
Amplify CKLA 3rd Ed G4 Uvl Student License Styx Malone/World of Tales	Includes Novel Study:The Season of Styx Malone License, Crafting Stories: A World of Tales License, and Uvl Student License
Amplify CKLA 3E Language Studio G4 Teacher License Styx Malone/World of	Includes Amplify CKLA 3E Language Studio G4 Teacher License: The Season of Styx Malone License, Crafting Stories: A World of Tales License, Core Teacher License Domains 1-6 & 9 and Teacher Resources Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed G4 Uvl Complete Classroom Kit Styx Malone/World of Tales	Includes Uvl Skills Teacher Guides U1-4, Uvl Teacher Guides U1-6 & 9, Skills Assessment Guide, Skills Activity Book Vol 1 U1-U2, Skills Activity Book Vol 2 U3-U4, Teacher Guides 1-6 & 9,Cursive Activity Book, Eureka Student Inventor Box, Readers U1-U2 & U4-U6,Trade Book: Patricia's Vision, and Trade Book: Mr. Ferris and his Wheel and Choice Units: Novel Study: The Season of Styx Malone r and Crafting Stories: A World of Tales
Amplify CKLA 3rd Ed G4 Student Consumable Set Styx Malone/World of Tales	Includes U1-U2 Activity Book, Poet's Journal, U4 Eureka Activity Book, Eureka Inventor Cards, Eureka Quest Lab Stickers U5-U6 Activity Book, and U9 Activity Book, Novel Study:The Season of Styx Malone, and Crafting Stories: A World of Tales Activity Books
Amplify CKLA 3rd Ed Language Studio G4 Teacher Kit Styx/World of Tales	Includes Teacher Guides Vol 1 (Domains 1-3), Vol 2 (Domains 4-5), Vol 3 (Domains 6 & 9), with the choice unit Teacher Guides of "The Season of Styx Malone" and "Crafting Stories: A World of Tales". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed Language Studio G4 Consumable Set Styx Malone/World of Tales	Includes Activity Books Vol 1 (Domains 1-3), Vol 2 (Domains 4-5), Vol 3 (Domains 6 & 9), with the choice unit Activity Books of "The Season of Styx Malone" and "Crafting Stories: A World of Tales". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

CKLA + LS Grade 5

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed G5 Uvl Complete Teacher License Tollbooth/ Midsummer Night	Includes Uvl Novel Study: The Phantom Tollbooth License, Uvl Through the Forest: A Midsummer Night's Dream License, and Uvl Complete Teacher License
Amplify CKLA 3rd Ed G5 Uvl Student License Tollbooth/Midsummer Night	Includes Novel Study: The Phantom Tollbooth License, Through the Forest: A Midsummer Night's Dream License, and Uvl Student License
Amplify CKLA 3E Language Studio G5 Teacher License Tollbooth/Midsummer	Includes Amplify CKLA 3E Language Studio G5 Teacher License: The Phantom Tollbooth License, Through the Forest: A Midsummer Night's Dream License, Core Teacher License Domains 1-6 & 9 and Teacher Resources Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.
Amplify CKLA 3rd Ed G5 Uvl Complete Classroom Kit Tollbooth/ Midsummer Night	Includes Uvl Skills Teacher Guides U1-4, Uvl Teacher Guides 1-6 & 9,Cursive Activity Book, Readers U1-U2 & U5-U6,Trade Book: Adventures of Don Quixote, Trade Book: 13 Skyscrapers Children Should Know, Trade Book: Maya Lin: Artist-Architect of Light and Lines, Trade Book: Gaudi: Architect of Imagination, Trade Book: Building Zaha: The Story of Architect Zaha Hadid, and Choice Units: Novel Study: The Phantom Tollbooth or Through the Forest: A Midsummer Night's Dream
Amplify CKLA 3rd Ed G5 Student Consumable Set Tollbooth/Midsummer Night	Includes U1-U2 Activity Book, U4 Activity Book, U5-U6 Activity Book, U9 Activity Book, and Poets Journal, Novel Study: The Phantom Tollbooth and Through the Forest: A Midsummer Night's Dream Activity Books
Amplify CKLA 3rd Ed Language Studio G5 Teacher Kit Tollbooth/ Midsummer	Includes Teacher Guides Vol 1 (Domains 1-3), Vol 2 (Domains 4-5), Vol 3 (Domains 6 & 9), with the choice unit Teacher Guides of "The Phantom Tollbooth" and "Through the Forest: A Midsummer Night's Dream". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed Language Studio G5 Consumable Set Tollbooth/Midsummer	Includes Activity Books Vol 1 (Domains 1-3), Vol 2 (Domains 4-5), Vol 3 (Domains 6 & 9), with the choice unit Activity Books of "The Phantom Tollbooth" and "Through the Forest: A Midsummer Night's Dream". Note: This version of Language Studio is designed to pair with Amplify CKLA 3E.

Caminos Grade K

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed Uvl GK Complete Teacher License Presidents/Seasons	Includes Uvl Presidents Teacher License, Uvl Seasons Teacher License, and Uvl Complete Teacher License
Amplify Caminos 3rd Ed Uvl GK Complete Student License Presidents/Seasons	Includes Uvl Presidents Student License, Uvl Seasons Student License, and Uvl Complete Student License
Amplify Caminos 3rd Ed Uvl GK Complete Classroom Kit Presidents/Seasons	Includes Conocimiento Teacher Guides D1-7, D10 and Choice Units U8 Presidents and U9 Seasons, Image Cards D1-7, D10 and Choice Units U8 Presidents and U9 Seasons, Lectoescritura Teacher Guides U1-9, Lectoescritura Image Cards, Lectoescritura Large Letter Cards, Lectoescritura Small Letter Cards, Lectoescritura Readers U5-U9, Lectoescritura Big Book U2-U9, and Research Unit Authentic Trade Book Collection.
Amplify Caminos 3rd Ed GK Student Consumable Set Presidents/Seasons	Includes Conocimiento D1-7, 10 Activity Book, choice U8 Presidents and U9 Seasons, and Lectoescritura Activity Books Units 19

Caminos Grade 1

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed Uvl G1 Complete Teacher License Earth/ Americas	Includes Uvl Earth Teacher License, Uvl Americas Teacher License, and Uvl Complete Teacher License
Amplify Caminos 3rd Ed Uvl G1 Complete Student License Earth/ Americas	Includes Uvl Earth Student License, Uvl Americas Student License, and Uvl Complete Student License
Amplify Caminos 3rd Ed Uvl G1 Complete Classroom Kit Earth/ Early Americas	Includes Conocimiento Teacher Guides D1-7, D10 and Choice Units U8 Earth and U9 Early Americas, Image Cards D1-7, D10 and Choice Units U8 Earth and U9 Early Americas, Lectoescritura Teacher Guides U19, Lectoescritura Image Cards, Lectoescritura Large Letter Cards, Lectoescritura Readers U1-U9, Lectoescritura Big Book U2, U9, and Research Unit Authentic Trade Book Collection.
Amplify Caminos 3rd Ed G1 Student Consumable Set Earth History/Early America	Includes Conocimiento D1-7, 10 Activity Book, choice U8 Earth History and U9 Early America, and Lectoescritura Activity Books Units 19

Caminos Grade 2

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed Uvl G2 Complete Teacher License Create Change/Nutrition	Includes Uvl Change Teacher License, Uvl Nutrition Teacher License, and Uvl Complete Teacher License
Amplify Caminos 3rd Ed Uvl G2 Complete Student License Change/Nutrition	Includes Uvl Change Student License, Uvl Nutrition Student License, and Uvl Complete Student License
Amplify Caminos 3rd Ed Uvl G2 Complete Classroom Kit Create Change/Nutrition	Includes Conocimiento Teacher Guides D1-7, D10 and Choice Units U8 Change and U9 Nutrition, Image Cards D1-7, D10 and Choice Units U8 Change and U9 Nutrition, Lectoescritura Teacher Guides U1-9, Lectoescritura Image Cards, Lectoescritura Large Letter Cards, Lectoescritura Readers U1-U9, and Research Unit Authentic Trade Book Collection.
Amplify Caminos 3rd Ed G2 Student Consumable Set Change/Nutrition	Includes Conocimiento D1-7, 10 Activity Book, choice U8 Change and U9 Nutrition, and Lectoescritura Activity Books Units 19

Caminos Grade 3

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed Uvl G3 Integrated Teacher License Human Body	Includes Uvl Human Body Teacher License and Uvl Complete Teacher License
Amplify Caminos 3rd Ed Uvl G3 Student License Human Body	Includes Uvl Human Body Student License and Uvl Core Student License
Amplify Caminos 3rd Ed Uvl G3 Integrated Classroom Kit Human Body	Includes Teacher Guides D1-7, U9 and Choice Units U8 Human Body, Cursive Teacher Guide, Cursive Activity Book BLM, Image Cards D1, D36, D9, and Choice Units U8 Human Body, Readers 1-2, 4-6, U8 The Human Body, Trade Book: Telaraña de Carlota, and Research Unit Authentic Trade Book Collection.
Amplify Caminos 3rd Ed G3 Student Consumable Set Human Body	Includes U1-U2 Activity Book, Poet's Journal, U4 Activity Book, U5-U6 Activity Book, U7 Activity Book, U9 Activity Book, and U8 Choice Activity Book Human Body

Caminos Grade 4

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed Uvl G4 Integrated Teacher License World of Tales	Includes Uvl World of Tales Teacher License and Uvl Complete Student License
Amplify Caminos 3rd Ed Uvl G4 Student License World of Tales	Includes Uvl World of Tales Student License and Uvl Core Student License
Amplify Caminos 3rd Ed Uvl G4 Integrated Classroom Kit World of Tales	Includes Teacher Guides D1-7, U9 and Choice Units U8 World of Tales, Cursive Teacher Guide, Cursive Activity Book BLM, Eureka Quest Set, Readers 1-2, 4-6, U8 World of Tales, Trade Book G4: Diario de un desenterrador de dinosaurios, and Research Unit Authentic Trade Book Collection.

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed G4 Student Consumable Set World of Tales	Includes U1-U2 Activity Book, Poet's Journal, U4 Eureka Activity Book, U5-U6 Activity Book, U7 Activity Book, U9 Activity Book, Eureka Activity Book, Eureka Quest Lab Stickers, Eureka Inventor Cards, and U8 Choice Activity Book A World of Tales

Caminos Grade 5

PRODUCT	DESCRIPTION
Amplify Caminos 3rd Ed Uvl G5 Integrated Teacher License Midsummer	Includes Uvl Renaissance Teacher License and Uvl Complete Teacher License
Amplify Caminos 3rd Ed Uvl G5 Student License Midsummer	Includes Uvl Midsummer Student License and Uvl Core Student License
Amplify Caminos 3rd Ed Uvl G5 Integrated Classroom Kit Midsummer	Includes Teacher Guides D1-7, U9 and Choice Units U8 Midsummer, Midsummer Night's Dream Cards, Cursive Teacher Guide, Cursive Activity Book BLM, Readers 1-2, 4-6, U8 Midsummer, Trade Book G5: El chico de la flecha, and Research Unit Authentic Trade Book Collection.
Amplify Caminos 3rd Ed G5 Student Consumable Set Midsummer Night	Includes U1-U2 Activity Book, Poet's Journal, U4 Activity Book, U5-U6 Activity Book, U7 Activity Book, U9 Activity Book, and Choice Activity Book U8 Midsummer Night

Boost Reading K-5

PRODUCT	DESCRIPTION
Boost Reading Student License	Provides per student access for licensed users to content designed for students in grades K through 5.

Year 1 PD Plan (2026-2027)

PRODUCT	DESCRIPTION
Boost Reading Getting Started for Teachers (2 Hours Onsite)	Participants will learn the essentials of Boost Reading, including program structure and navigation, and leave ready to implement the program and begin driving towards student outcomes. The maximum number of participants is 30.
Amplify CKLA 3rd Ed K-2 OR 3-5 Initial Training (1 Day Onsite)	Prepare to teach Amplify CKLA 3rd Edition! Learn the foundational elements of the program, build understanding of how to use the digital platform, and engage in a model lesson. Participants will leave this introductory workshop with the knowledge and skills to begin teaching their first unit. The maximum number of participants is 30.
Amplify CKLA 3rd Ed Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	Choose two 1/2 day Amplify CKLA 3rd Edition sessions to create one full day of PD. Both sessions must be delivered on the same day. The maximum number of participants is 30.
Amplify CKLA 3rd Ed Program Overview for Leaders (1/2 Day Onsite)	District and school-level instructional leaders will receive an overview of Amplify CKLA 3rd Edition to support staff in implementing the curriculum. Discover how to support teachers by becoming familiar with the foundational elements of Amplify CKLA 3rd Edition, including materials, the digital experience, key lesson components, and an implementation tool.

PRODUCT	DESCRIPTION
Amplify CKLA 2nd Ed K-2 OR 3-5 Language Studio Companion Trng (1/2 Day Onsite)	Launch sessions are designed for educators who are new users of Amplify CKLA Language Studio. This session prepares educators to effectively implement Amplify CKLA Language Studio. The maximum number of participants is 30. The session can only be sold for the K-2 or 3-5 grade bands.
Amplify CKLA 3rd Ed/Caminos 3rd Ed Coaching Session (1 Day Onsite)	Coaching sessions focus on building internal school and district capacity and leadership excellence to accelerate data-driven student outcomes for teachers using Amplify CKLA 3rd Ed/Caminos 3rd Ed. The audience can include individual teachers, grade level teams, PLCs, and/or instructional leaders. Coaching can be customized to meet a school or district's needs and can include observations, modeling, real-time coaching, and/or co-planning.
Amplify Caminos 3rd Ed K-2 OR 3-5 Initial Training for Teachers (1 Day Onsite)	Prepare to teach Amplify Caminos 3rd Edition! Learn the foundational elements of the program, build understanding of how to use the digital platform, and engage in a model lesson. Participants will leave this introductory workshop with the knowledge and skills to begin teaching their first unit. The maximum number of participants is 30.

Year 2 PD Plan (2027-2028)

PRODUCT	DESCRIPTION
Amplify CKLA 3rd Ed Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	Choose two 1/2 day Amplify CKLA 3rd Edition sessions to create one full day of PD. Both sessions must be delivered on the same day. The maximum number of participants is 30.
Amplify CKLA 3rd Ed/Caminos 3rd Ed Coaching Session (1 Day Onsite)	Coaching sessions focus on building internal school and district capacity and leadership excellence to accelerate data-driven student outcomes for teachers using Amplify CKLA 3rd Ed/Caminos 3rd Ed. The audience can include individual teachers, grade level teams, PLCs, and/or instructional leaders. Coaching can be customized to meet a school or district's needs and can include observations, modeling, real-time coaching, and/or co-planning.

Year 3 PD Plan (2028-2029)

PRODUCT	DESCRIPTION
Amplify CKLA 2nd Ed: Launch Certification	This package supports an individual who is ready to build their internal capacity and lead launch training for their school/district. As part of this certification, an individual will gain access to an asynchronous product course to build foundational content knowledge, remote internalization calls with a member of the Amplify professional development team, and access to a session recording to observe a successful launch training being delivered. Additionally, they will receive three years of access to the latest launch session content.
Amplify CKLA 3rd Ed/Caminos 3rd Ed Coaching Session (1 Day Onsite)	Coaching sessions focus on building internal school and district capacity and leadership excellence to accelerate data-driven student outcomes for teachers using Amplify CKLA 3rd Ed/Caminos 3rd Ed. The audience can include individual teachers, grade level teams, PLCs, and/or instructional leaders. Coaching can be customized to meet a school or district's needs and can include observations, modeling, real-time coaching, and/or co-planning.

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is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer

prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or

destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Schuyler Elementary School

English Language Arts Curriculum Adoption

March 9, 2026

Amplify Core Knowledge Language Arts (CKLA)

- K-5 Pilot
  - 2 classes at each grade level, 1 Dual Language classroom, 2 English Learner Teachers
- Quarters 2-4
- CKLA, Caminos (Dual Language), Language Studio (EL support), Boost Reading

Adoption of CKLA for Schuyler Elementary

- 6 Year Adoption (2026-2032)
- $499,999.99
- Includes CKLA, Caminos, Language Studio, and Boost
- Teacher Classroom kits, student consumables, digital licenses for teachers and students
- Professional Development for first 3 years
  - Year 1: Training on CKLA, Caminos, Language Studio, & Boost; On-site coaching twice in the year
  - Year 2: Refresher Training, On-Site coaching twice in the year
  - Year 3: Refresher Training, On-Site coaching twice in the year

Why is CKLA the right fit for Schuyler Elementary?

- Tied to the Science of Reading (language comprehension & word recognition)
- Foundational skills focus in early elementary
- Increased content-specific vocabulary
- High rigor level (exposed to both grade level text & text 2 grade levels above)
- More exposure to structured writing opportunities
- Engaging material
- English Learner support with Language Studio

What other schools have implemented CKLA?

- Lexington
- Crete
- Columbus
- David City
- Grand Island
- North Platte
- Lincoln
- Elkhorn
- Bennington
- Millard (in the process)
- Alliance
- Many, many more

Let's hear from some of our pilot teachers...

Mrs. Vavrina

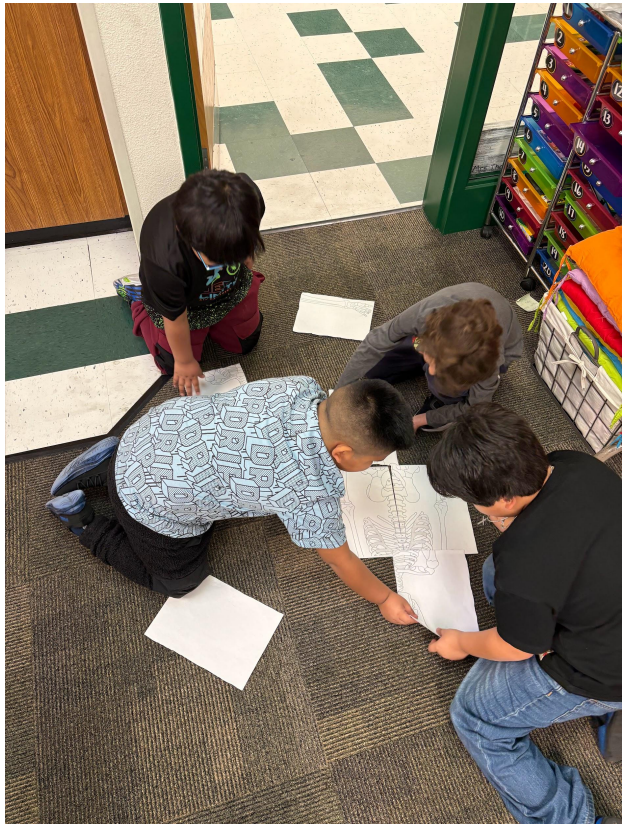
- Handwriting skills
- Pausing points to review with students & reteach before moving on
- Proficiency in letter sounds & blending words
- Students love daily changing activities!
- Appropriately scaffolded reading (letter sounds, blending words, read phrases, read sentences)

Mrs. Vavrina

- Peer interaction=increased speaking practice
- Ready-to-use materials & easy online access
- Students enjoy Boost (supplemental “game” to support skills)
- Culminating activities at the end of units
- High interest topics in the Knowledge lessons

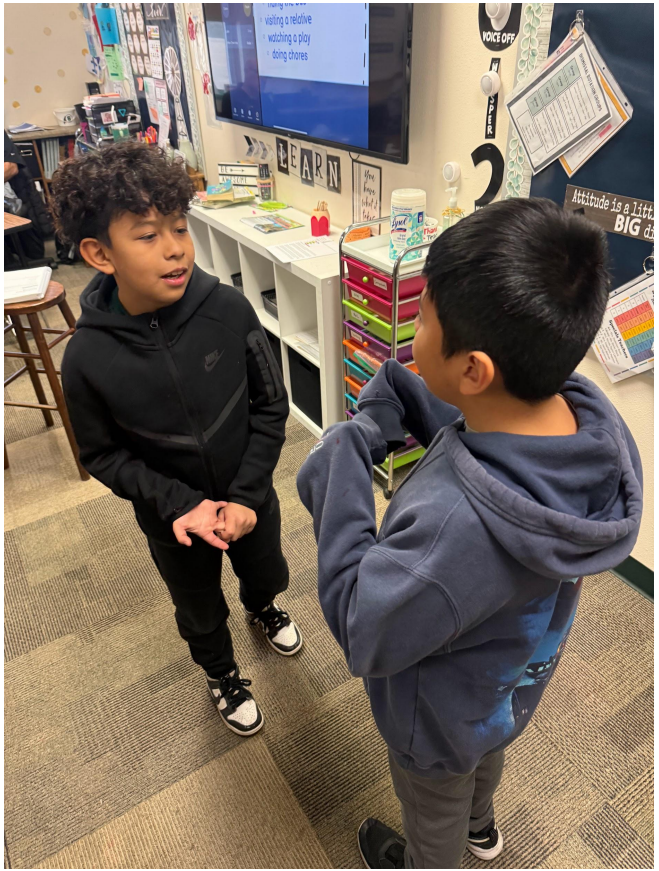
Mr. Hayes & mrs. Thoms

- Increased student engagement
- Topics are relatable to students' lives
- Improved communication skills
- Fictional stories in decodable are more interesting



Mr. Hayes & mrs. Thoms

- Connections between morals of fables to students' lives
- Intense rigor in writing
- Students LOVE Boost
- Noticeable progression toward independent abilities
- Numerous culminating activities that students enjoy



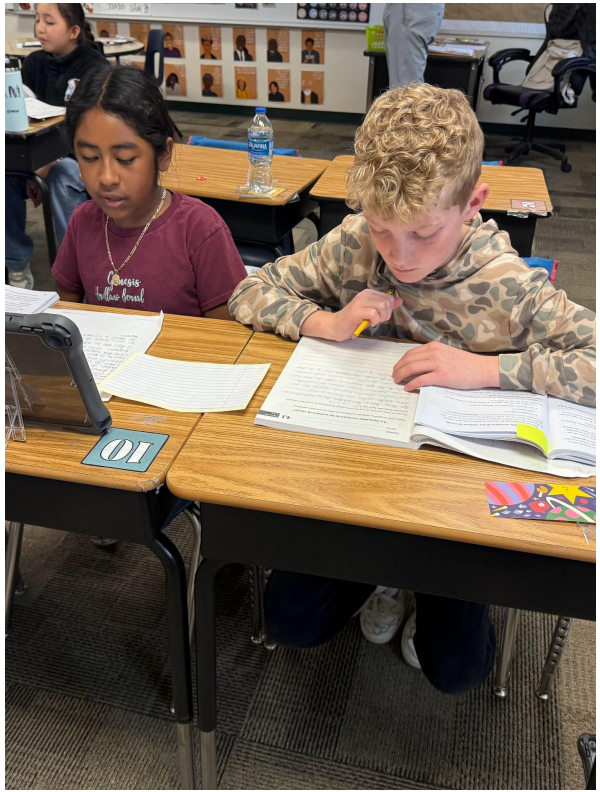
Miss Wolfe

- Increase in rigor
- Learning more about the world & things that are happening/have happened
- High student engagement
- Skills is providing students with different reading strategies; encouraging for struggling readers

Miss Wolfe

- Variety of writing opportunities (narratives, persuasive, etc.)
- Decodable readers allow for peer success
- Activity days at the end of the unit are a hit
- Student consumables are used daily

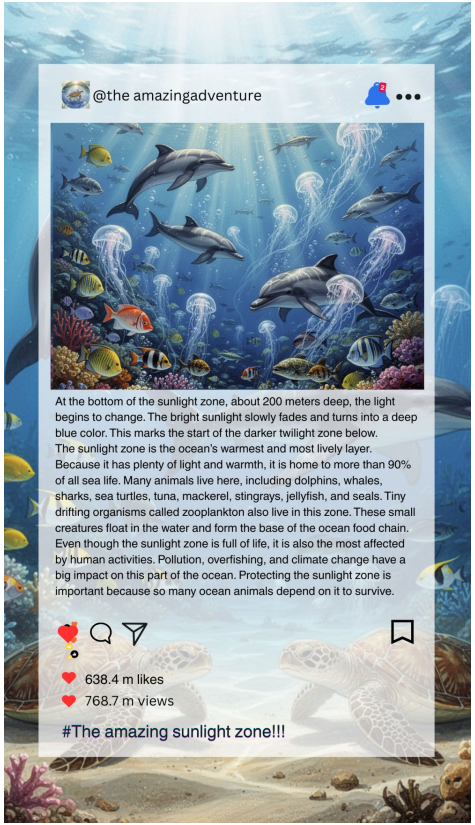
Mrs. Recinos



- Using Amplify CKLA alongside Caminos has created a classroom where students are truly invested in learning.
- The structure of the program really helps students go deeper with the content.
- Students are not just writing—they're creating in meaningful ways.

Mrs. Recinos

- The program naturally supports the 21st-century skills students need.
  - 5 C's: communication, collaboration, creativity, critical thinking, & citizenship
- The content is rigorous & highly engaging.



Shared Ownership of Implementation

- SES Administrators will be involved in professional development (include ½ day program overview training for administrators)
- Frequent class walkthroughs throughout the year to gauge student engagement & teacher fidelity of use to ensure rigor is maintained
- Utilization of student consumables
- Structured, facilitated planning sessions for teachers to ensure consistency with scope & sequence, pacing, etc.

COLUMBUS CARPET
3615 HOWARD BOULEVARD
COLUMBUS, NE 68601
PH: 402-562-6546

2/10/2026

SCHUYLER SCHOOLS - MIDDLE SCHOOL

SCHUYLER, NE 68661
PH: 402-615-0990 - BRETT

RE: FLOORING BID FOR BAND ROOM & COMMON AREA

CARPET TILE - BAND ROOM & COMMON AREA	$	10,057.44
COVE BASE - FOR ALL AREAS	$	750.00
SUNDRIES - ADHESIVES	$	701.00
LABOR:		
REMOVAL / DISPOSAL - ALL AREAS	$	1,968.62
INSTALL CARPET TILE	$	3,937.23
INSTALL COVE BASE	$	750.00
STEPS & RISERS	$	1,040.00
MILEAGE - (6) TRIPS	$	90.00
SALES TAX		EXEMPT
TOTAL	**$**	**19,294.29**

NOTES:
ANY UNFORSEEN FLOOR PREP WILL BE EXTRA
CUSTOMER IS RESPONSIBLE FOR LIFTING / RESETTING TOILET (IF NEEDED)
CUSTOMER IS RESPONSIBLE FOR MOVING FURNITURE AND APPLIANCES

THE PRICING QUOTED IS VALID 30 DAYS FROM DATE OF BID.

STORE POLICY REQUIRES HALF DOWN PRIOR TO ORDERING AND THE REMAINDER DUE UPON COMPLETION.

COLUMBUS CARPET
3615 HOWARD BOULEVARD
COLUMBUS, NE 68601
PH: 402-562-6546

2/4/2026

SCHUYLER SCHOOLS - ELEMENTARY SCHOOL

SCHUYLER, NE 68661
PH: 402-615-0990 - BRETT

RE: FLOORING BID FOR ROOMS 186, 206 & 231

CARPET TILE	$	7,917.36
COVE BASE	$	525.00
SUNDRIES - ADHESIVES	$	373.00
LABOR:		
REMOVAL / DISPOSAL	$	1,129.50
INSTALL CARPET TILE	$	2,376.00
INSTALL COVE BASE	$	525.00
MILEAGE - (3) TRIPS	$	45.00
SALES TAX		EXEMPT
TOTAL	**$**	**12,890.86**

NOTES:
ANY UNFORSEEN FLOOR PREP WILL BE EXTRA
CUSTOMER IS RESPONSIBLE FOR LIFTING / RESETTING TOILET (IF NEEDED)
CUSTOMER IS RESPONSIBLE FOR MOVING FURNITURE AND APPLIANCES

THE PRICING QUOTED IS VALID 30 DAYS FROM DATE OF BID.

STORE POLICY REQUIRES HALF DOWN PRIOR TO ORDERING AND THE REMAINDER DUE UPON COMPLETION.

COLUMBUS CARPET
3615 HOWARD BOULEVARD
COLUMBUS, NE 68601
PH: 402-562-6546

2/4/2026

SCHUYLER SCHOOLS - HIGH SCHOOL

SCHUYLER, NE 68661
PH: 402-615-0990 - BRETT

RE: FLOORING BID FOR FRONT OFFICE, ROOM #4, ANEX AND LIBRARY

CARPET TILE	$	9,566.83
COVE BASE	$	1,125.00
SUNDRIES - ADHESIVES	$	746.00
LABOR:		
REMOVAL / DISPOSAL	$	1,872.00
INSTALL CARPET TILE	$	3,745.17
INSTALL COVE BASE	$	1,125.00
MILEAGE - (5) TRIPS	$	75.00
SALES TAX		EXEMPT
TOTAL	**$**	**18,255.00**

NOTES:
ANY UNFORSEEN FLOOR PREP WILL BE EXTRA
CUSTOMER IS RESPONSIBLE FOR LIFTING / RESETTING TOILET (IF NEEDED)
CUSTOMER IS RESPONSIBLE FOR MOVING FURNITURE AND APPLIANCES

THE PRICING QUOTED IS VALID 30 DAYS FROM DATE OF BID.

STORE POLICY REQUIRES HALF DOWN PRIOR TO ORDERING AND THE REMAINDER DUE UPON COMPLETION.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Genesis Contracting Group, LLC
404 Hill Street
Lincoln, NE 68502

SURETY:
(Name, legal status and principal place of business)
Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

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

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

OWNER:
(Name, legal status and address)
Colfax County School District 19-0123 aka Schuyler Community Schools
401 Adam Street
Schuyler, NE 68661

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Schuyler Community Schools - M/E Upgrades

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of February, 2026

	Genesis Contracting Group, LLC
(Witness)	*(Principal)* *(Seal)*
	(Title) Vice President
	Amerisure Mutual Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Alex Mausbach, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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061110

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DUSTIN COOPER, KEVIN J. STENGER, JACQUELINE L. DREY
JOAN LEU, MAURA P. KELLY, JUSTIN TOMLIN and ALEX MAUSBACH

of First Insurance Group LLC dba FNIC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of November, 2025.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 5th day of November, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of February 2026.

Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 004100
BID PROPOSAL FORM

SEALED BID #2025-140

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

Dr. Bret Schroder, Superintendent
Schuyler Community Schools
Schuyler Community Schools, Superintendent Office
120 W. 20th Street, Schuyler, NE 68661

1.02 FOR:

A. Project: Schuyler Community Schools - M/E Upgrades

B. Address: Schuyler Central High School, 401 Adam St, Schuyler, NE 68661; Schuyler Middle School, 200 West 10th Street, Schuyler, NE 68661; and Schuyler Elementary School, 2404 Denver St., Schuyler, NE 68661

1.03 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Genesis Contracting Group
1. Address 404 Hill Street
2. City, State, Zip Lincoln, NE 68502

B. *Bidders Legal Name:* Genesis Contracting Group LLC

Dated 2/19/26

(a Corporation organized and existing under the laws of the State of Nebraska *)*

or a partnership consisting of: _____ *partners or an individual hereinafter called the bidder.*

Address _____

City, State, Zip _____

Phone No. _____ *Fax No.* _____

1.04 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 2/9/26.
2. Addendum # 2 Dated 2/13/26.
3. Addendum # _____ Dated _____.

The undersigned in compliance with your Invitation for Bids for the Schuyler Community Schools - M/E Upgrades Project, having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, at the prices stated below. The prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

We have included the required 5% security Bid Bond as required by the Instruction to Bidders. Indicate in writing as "Yes" that security is enclosed with this Bid Form:
Yes

For all work described in the specifications and shown on the plans for the project, we agree to perform all work for the sum of:

1.05 BASE BID:

For all work described in the specifications and shown on the plans for the project, we agree to perform all work for Schuyler Community Schools - M/E Upgrades for the Base Bid sum of:

Three Million two hundred eighty-four thousand Dollars

(Amount written in words)

$ 3,284,000.00

(Amount written in figures)

As part of Bid, the Bidder declares that he/she is and will comply with the Nebraska Fair Labor SS73-102 to 73-105 RRS Nebr. in pursuit of its business and in execution of this Contract.

1.06 ALTERNATE BID:

A. Roof tread walking path.

(Add) 171,000.00 Dollars

(Amount written in words)

(Add) $ NA

(Amount written in figures)

1.07 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 30 days from the bid closing date.

B. If this bid is accepted by the Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required Performance and Payment Bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or fail to provide the required Performance and Payment Bonds, the security deposit shall be forfeited as damages to the Owner by reason of failure, limited in amount to the lesser of the face value of the security deposit of the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

If this bid is accepted, we will:

A. Substantially complete all work by: High School, Middle School (Fire Alarm), and Elementary shall be completed by August 3, 2026 with substantial completion on September 15, 2026. Installation of Middle School multi-zone rooftop units and balancing shall be completed by December 31, 2026.

1.09 BID FORM SIGNATURE

A. If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

The Corporate Seal of:

Bidder: Genesis Contracting Group

was hereunto affixed in the presence of:

Authorized Officer, Title: _____

Seal:

END OF SECTION

Project: Schuyler Community Schools - M/E Upgrades
ETI Project No.: 2025-140
Bid Date: February 19, 2026
Bid Time: 2:00 p.m.

SCHUYLER WARRIORS

COMPANY	BID BOND Acknowledged Y/N	ADDENDUMS ACKNOWLEDGED #1 Y/N	ADDENDUMS ACKNOWLEDGED #2 Y/N	BASE BID	ALTERNATE #1 Roof tread walking path.
Genesis	Y	Y	Y	$ 3,284,000	Add: $ 171,000
OTTE	Y	Y	Y	$ 3,395,000	Add: $ 170,000
Bierman	Y	Y	Y	$ 3,409,637	Add: $ 178,200
Sand Creek	Y	Y	Y	$ 3,360,000	Add: $ 165,000
				$	Add: $
				$	Add: $
				$	Add: $
				$	Add: $
				$	Add: $
				$	Add: $

Alternate #1: Provide an ADD alternate price to provide a roof tread walking path.

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General Conditions of the Contract for Construction

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

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

THE OWNER:
(Name, legal status and address)

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661

THE CONTRACTOR:
(Name, legal status and address)

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

THE ARCHITECT:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.
(Name, legal status and address)

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

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

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

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

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Approved

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

§ 1.1.10 Provide

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When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.11 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.12 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

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

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

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

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Draw-ings, Specifications, and other documents which the Contractor is per-mitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Con-tractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, speci-fications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

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§ 1.9.3 The Contractor sh al I cause al I Subcontractors or any other per-son or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier ter-mination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patent-able, conceived or made by the Contractor as a result of the Contrac-tor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if the Owner fails to make payments to the Contractor as the Contract Documents require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

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sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.6 EXTENT OF OWNER RIGHTS

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

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of

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Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

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§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or require-ment of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the lndemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the lndemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

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§ 5.3 Subcontractual Relations

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any

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Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work,

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whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

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

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

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provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

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§ 8.3 Delays and Extensions of Time

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

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting intentional 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.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and

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

§ 9.3 Applications for Payment

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

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

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

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

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or

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encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

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

§ 9.4 Certificates for Payment

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

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

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

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§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

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

§ 9.8 Substantial Completion

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

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

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

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

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within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

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

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

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

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written

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agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

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

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

§ 10.3.5 Intentionally omitted.

§ 10.3.6 Intentionally omitted.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of Nebraska in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in Nebraska, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

.5 Every Bond under this Section 11 .1.2 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

.1 The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract

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Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

.2 The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

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

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

§ 11.1.5 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages

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caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Nebraska. Any litigation shall be conducted in the state or federal court that has jurisdiction over the county in which the Project is located.

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§ 13.2 Successors and Assigns

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing.

§ 13.6 GENERAL PROVISIONS

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

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

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

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

§ 13.7 NO ORAL WAIVER

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

§ 13.8 BACKGROUND CHECKS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

.2 An act of government, such as a declaration of national emergency, that requires all Work to be

(Paragraphs deleted)

stopped.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2

(Paragraphs deleted)

Intentionally omitted.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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

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

(Paragraphs deleted)
§ 15.1.7 Intentionally omitted.

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

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

(Paragraphs deleted)

§ 15.4 No Arbitration

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

(Paragraphs deleted)

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Additions and Deletions Report for

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PAGE 1

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

THE OWNER:
(Name, legal status and address)

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661
THE CONTRACTOR:

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

THE ARCHITECT:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.

...

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

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PAGE 10

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

§ 1.1.10 Provide
When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.11 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.12 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

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

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

PAGE 11

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

PAGE 12

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

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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 and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Draw-ings, Specifications, and other documents which the Contractor is per-mitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Con-tractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, speci-fications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.9.3 The Contractor sh al I cause al I Subcontractors or any other per-son or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier ter-mination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patent-able, conceived or made by the Contractor as a result of the Contrac-tor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

PAGE 13

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if ~~(1)~~ the Owner fails to make payments to the Contractor as the Contract Documents ~~require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a~~ require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract ~~Sum under (3) above,~~ Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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PAGE 14

§ 2.6 EXTENT OF OWNER RIGHTS

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

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

PAGE 15

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

...

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

...

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

PAGE 16

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

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shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements ~~may~~ shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
PAGE 17

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.
PAGE 18

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

PAGE 20

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

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

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
PAGE 21

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or require-ment of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the lndemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the lndemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction until the date the Architect issues the final Certificate for Payment.~~ construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
PAGE 24

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

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

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

...

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

...

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

PAGE 25

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

...

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

PAGE 26

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and

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consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

PAGE 28

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

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting intentional 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.

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

...

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

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

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

PAGE 29

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

...

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and~~ Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

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

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

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

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

PAGE 30

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

PAGE 31

§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

PAGE 32

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

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

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

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended ~~use.~~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.
PAGE 33

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.
PAGE 34

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice. The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.
PAGE 35

~~If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be~~

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~~given to the other party within a reasonable time not exceeding 21 days after discovery.~~ Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other ~~party to investigate the matter.~~parties to investigate the matter.

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

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

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

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

...

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

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

PAGE 36

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims,~~

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

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

§ 10.3.5 ~~The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Intentionally omitted.

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

...

§ 11.1.2 The Contractor shall ~~provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of Nebraska in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in Nebraska, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

.5 Every Bond under this Section 11 .1.2 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

.1 The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

.2 The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

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§ 11.1.5 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

PAGE 39

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

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

...

The Contract shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~laws of the State of Nebraska. Any litigation shall be conducted in the state or federal court that has jurisdiction over the county in which the Project is located.

PAGE 40

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the ~~Project, if the lender assumes the Owner's rights and obligations under the Contract Documents.~~ Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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...

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

...

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in ~~writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~writing.

§ 13.6 GENERAL PROVISIONS

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

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

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

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

§ 13.7 NO ORAL WAIVER

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

§ 13.8 BACKGROUND CHECKS

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

PAGE 41

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

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.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~

~~.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~stopped.

PAGE 42

§ 14.1.4 If the Work is stopped for a period of ~~60~~ 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

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

...

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

~~.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or~~

~~.2 that an equitable adjustment is made or denied under another provision of the Contract.~~Intentionally omitted.

PAGE 43

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is ~~later.~~later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and

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shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

PAGE 44

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

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

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

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

§ 15.1.7 Intentionally omitted.

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

PAGE 45

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

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

~~§ 15.3.2~~ ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties~~

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~~or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 No Arbitration

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

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

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:05:15 on 02/27/2026 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 A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017

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

AGREEMENT made as of the 26th day of February in the year 2026
(In words, indicate day, month and year.)

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

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661

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

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

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

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

The Architect:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.
(Name, legal status, address and other information)

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner to the Contractor in writing, which shall be issued no less than ten (10) days prior to the date of commencement.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

May 25, 2026

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

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

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§ 3.3 Substantial Completion

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

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

[X] By the following date: All work at the High School, Middle School (Fire Alarm), and Elementary shall be completed by August 3, 2026 with substantial completion on September 15, 2026. All work regarding the installation of the Middle School multi-zone rooftop units shall be completed by December 31, 2026 with substantial completion on December 31, 2026

§ 3.3.2 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

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million four hundred fifty-five thousand dollars and zero cents ($ 3,455,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, ***included*** in the Contract Sum:

Item	Price
Alternate #1 - Add Alternate to install a roof tread walking path on the high school roof.	$171,000.00 already included in the contract sum

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

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Discovery Allowance	$50,000.00

There is a $50,000 discovery allowance on this project that is included in the base bid. Any unused allowance shall be returned to the Owner and reconciled in the form of a deduct change order.

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

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Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

.1 A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn

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statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 5.1.5.

.3 Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, may be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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 of (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)
All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

§ 6.2

(Paragraphs deleted)
Intentionally omitted.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as
(Paragraphs deleted)
provided in Article 14 of AIA Document A201-2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

William Robinson, Business Manager
Schuyler Community Schools
120 West 20th Street
Schuyler, NE 68661
(402) 352-3527
william.robinson@schuylercommunityschools.org

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

Mitch Holt, President
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502
402-791-0151

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary

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governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

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

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

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

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

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

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

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

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

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

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

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

§ 8.7.11 The Owner shall have the first right of salvage of all copper wire from the project. The Contractor will remove all copper wire during the demolition and place in a pile for the Owner to salvage.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as amended

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications – See Project Manual and Specifications dated January 22, 2026 (318 pages) which is incorporated herein by this reference.

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
No. 1	February 9, 2026	13
No. 2	February 13, 2026	11

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Bret Schroder Superintendent	Mitch Holt President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

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PAGE 1

AGREEMENT made as of the 26th day of February in the year 2026

...

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661

...

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

...

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

The Architect:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.

...

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

PAGE 2

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

...

[ ] A date set forth in a notice to proceed issued by the ~~Owner.~~Owner to the Contractor in writing, which

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shall be issued no less than ten (10) days prior to the date of commencement.

[X] Established as follows:

...

May 25, 2026

PAGE 3

[X] By the following date: All work at the High School, Middle School (Fire Alarm), and Elementary shall be completed by August 3, 2026 with substantial completion on September 15, 2026. All work regarding the installation of the Middle School multi-zone rooftop units shall be completed by December 31, 2026 with substantial completion on December 31, 2026

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million four hundred fifty-five thousand dollars and zero cents ($ 3,455,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 - Add Alternate to install a roof tread walking path on the high school roof.	$171,000.00 already included in the contract sum

...

Discovery Allowance	$50,000.00

There is a $50,000 discovery allowance on this project that is included in the base bid. Any unused allowance shall be returned to the Owner and reconciled in the form of a deduct change order.

PAGE 4

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

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

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.1 A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 5.1.5.

.3 Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

PAGE 5

Retainage of ten percent (10%)

...

§ 5.1.7.2 Reduction or limitation of retainage, if any, ~~shall~~ may be as follows:

...

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 of (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

PAGE 6

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

~~§ 6.2 Binding Dispute Resolution~~

~~For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box.)*~~

~~[–] Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

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~~[–] Litigation in a court of competent jurisdiction~~

~~[–] Other *(Specify)*~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~Intentionally omitted.

...

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as ~~follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

provided in Article 14 of AIA Document A201-2017.
PAGE 7

William Robinson, Business Manager
Schuyler Community Schools
120 West 20th Street
Schuyler, NE 68661
(402) 352-3527
william.robinson@schuylercommunityschools.org

...

Mitch Holt, President
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502
402-791-0151

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

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

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

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.3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

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

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

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

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

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

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

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

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

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

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

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

§ 8.7.11 The Owner shall have the first right of salvage of all copper wire from the project. The Contractor will remove all copper wire during the demolition and place in a pile for the Owner to salvage.

PAGE 9

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor, as amended

.2 AIA Document A101™–2017, Exhibit A, Insurance and ~~Bonds~~ Bonds, as amended

.3 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~Construction, as amended

.4 ~~Building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the ~~building information modeling exhibit~~ E203-2013 incorporated into this Agreement.)

...

.6 Specifications – See Project Manual and Specifications dated January 22, 2026 (318 pages) which is incorporated herein by this reference.

...

No. 1	February 9, 2026	13
No. 2	February 13, 2026	11

PAGE 10

Bret Schroder Superintendent

Mitch Holt President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:04:33 on 02/27/2026 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 A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY
SCHUYLER, NEBRASKA

FINANCIAL STATEMENTS

AUGUST 31, 2025
(WITH INDEPENDENT AUDITOR'S REPORTS)

FRANKEL

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

TABLE OF CONTENTS

AUGUST 31, 2025

	Page
Independent Auditor's Report	1 - 3
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position – Modified Cash Basis	4
Statement of Activities – Modified Cash Basis	5 - 6
Fund Financial Statements:	
Statement of Assets and Fund Balances – Modified Cash Basis – Governmental Funds	7
Statement of Receipts, Disbursements and Changes in Fund Balances - Modified Cash Basis - Governmental Funds	8 - 9
Notes to Financial Statements – Modified Cash Basis	10 - 26
Supplemental Schedules:	
Schedule of Expenditures of Federal Awards and Notes	28 - 29
General Fund Components - Combining Schedule of Net Position – Modified Cash Basis	30
General Fund Components - Combining Schedule of Receipts, Disbursements and Changes in Fund Balances – Modified Cash Basis	31 - 32
Non-major Funds - Combining Schedule of Net Position – Modified Cash Basis	33
Non-major Funds - Combining Schedule of Receipts, Disbursements and Changes in Fund Balances – Modified Cash Basis	34
Schedules of Cash Receipts, Disbursements and Fund Balance - Budget and Actual (Unaudited)	
General Fund	35 - 39
Depreciation Fund	40
Employee Benefit Fund	41
Cooperative Fund	42
Qualified Capital Purpose Undertaking Fund	43
Bond Fund	44
Special Building Fund	45
School Nutrition Fund	46
Student Fee Fund	47
Activities Fund	48
Notes to Budgetary Schedules	49

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

TABLE OF CONTENTS

AUGUST 31, 2025

	Page
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	50 - 51
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	52 - 53
Schedule of Findings and Questioned Costs	54 - 60
Summary Schedule of Prior Year Audit Findings	61 - 64
Management's Corrective Action Plan	65

FRANKEL

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INDEPENDENT AUDITOR'S REPORT

Board of Education
Schuyler Community Schools
District 123, Colfax County
Schuyler, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Schuyler Community Schools, District 123, Colfax County (the District), as of and for the year ended August 31, 2025 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the District as of August 31, 2025, and the related receipts, disbursements, and activities arising from cash transactions, for the year then ended in conformity with the modified cash basis of accounting described in Note 1.D.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1.D. of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1.D., and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying General Fund Components - Combining Schedule of Net Position – Modified Cash Basis, General Fund Components - Combining Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances – Modified Cash Basis, Non-major Funds – Combining Schedule of Net Position – Modified Cash Basis and Non-major Funds – Combining Schedule of Receipts, Disbursements, and Changes in Fund Balances – Modified Cash Basis, are presented for purposes of additional analysis and are not required parts of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Schedules of Cash Receipts, Disbursements and Fund Balance - Budget and Actual, but does not include the basic financial statements, supplementary information referenced above and our auditor's reports thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or provide any assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Omaha, Nebraska
January 27, 2026

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF NET POSITION - MODIFIED CASH BASIS

AUGUST 31, 2025

		Governmental Activities
ASSETS		
Cash	$	12,338,829
Cash at County Treasurer		3,170,485
TOTAL ASSETS	**$**	**15,509,314**
NET POSITION		
Restricted for capital outlay	$	1,477,351
Restricted for debt service		4,284,106
Restricted for nutrition program		499,368
Unrestricted		9,248,489
TOTAL NET POSITION	**$**	**15,509,314**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS

YEAR ENDED AUGUST 31, 2025

Functions/Programs		Disbursements	Program Receipts: Charges for Services	Program Receipts: Operating Grants and Contributions	Program Receipts: Capital Grants and Contributions	Net (Disbursements) Receipt and Changes in Net Position: Primary Government Total Governmental Activities
Governmental Activities						
Instruction	$	17,115,339	--	1,883,482	--	(15,231,857)
Student support services		1,841,653	587,873	--	--	(1,253,780)
Instructional support		1,304,661	--	--	--	(1,304,661)
General administration		2,161,058	--	--	--	(2,161,058)
Central and business services		569,237	--	--	--	(569,237)
Operations and maintenance of plant		3,269,305	--	--	151,078	(3,118,227)
Student transportation		353,245	--	18,155	--	(335,090)
Nutrition program		1,619,370	41,968	1,263,626	--	(313,776)
Debt service						
Principal		920,000	--	--	--	(920,000)
Interest		519,555	--	114,018	--	(405,537)
Capital outlay		180,372	--	--	--	(180,372)
Total governmental activities	**$**	**29,853,795**	**629,841**	**3,279,281**	**151,078**	**(25,793,595)**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS - CONTINUED

YEAR ENDED AUGUST 31, 2025

Functions/Programs	Disbursements	Program Receipts: Charges for Services	Program Receipts: Operating Grants and Contributions	Program Receipts: Capital Grants and Contributions	Net (Disbursements) Receipt and Changes in Net Position: Primary Government Total Governmental Activities
General receipts					
Taxes					
Property taxes - general purpose					$ 11,595,965
Property taxes - debt service					1,315,309
Carline taxes					19,207
Motor vehicle tax					677,276
Public Power District sales tax					11,223
Interest					400,621
County fines and licenses					219,175
State aid					3,920,635
State apportionment					646,981
Homestead exemption					289,149
Property tax credit					5,784,392
State and federal funds not restricted for a specific purpose					4,216,536
Other local receipts					1,087,674
Total general receipts					**30,184,143**
CHANGE IN NET POSITION					**4,390,548**
Net position - beginning					11,118,766
NET POSITION - ENDING					**$ 15,509,314**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS

AUGUST 31, 2025

		General Fund	Nutrition Fund	Qualified Capital Purpose Undertaking Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash	$	6,208,100	499,368	3,009,231	954,559	1,667,571	12,338,829
Cash at County Treasurer		2,752,998	--	44,543	275,773	97,171	3,170,485
Total assets	**$**	**8,961,098**	**499,368**	**3,053,774**	**1,230,332**	**1,764,742**	**15,509,314**
FUND BALANCES							
Restricted for:							
Debt service	$	--	--	3,053,774	1,230,332	--	4,284,106
Capital outlay		--	--	--	--	1,477,351	1,477,351
Nutrition program		--	499,368	--	--	--	499,368
Committed							
Student activities		--	--	--	--	287,391	287,391
Assigned for							
Cooperative		31,278	--	--	--	--	31,278
Capital outlay		122,983	--	--	--	--	122,983
Employee benefits		94,275	--	--	--	--	94,275
Unassigned		8,712,562	--	--	--	--	8,712,562
Total fund balance	**$**	**8,961,098**	**499,368**	**3,053,774**	**1,230,332**	**1,764,742**	**15,509,314**

See accompanying notes to financial statements

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS - GOVERNMENTAL FUNDS

YEAR ENDED AUGUST 31, 2025

	General Fund	Nutrition Fund	Qualified Capital Purpose Undertaking Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
RECEIPTS						
Local receipts						
Property taxes	$ 11,189,391	--	194,575	1,120,734	406,574	12,911,274
Carline tax	17,021	--	283	1,286	617	19,207
Public Power District sales tax	9,924	--	173	762	364	11,223
Motor vehicle taxes	677,276	--	--	--	--	677,276
Penalties and interest on taxes	18,608	--	--	--	--	18,608
Interest	231,451	2,676	140,770	9,011	16,713	400,621
Other local receipts	45,884	144	--	1,642	34,321	81,991
Nutrition program receipts	--	41,968	--	--	--	41,968
Student activities	--	--	--	--	587,873	587,873
County receipts	219,175	--	--	--	--	219,175
State receipts	12,337,738	6,010	94,602	128,655	205,734	12,772,739
Federal receipts	4,143,679	1,257,616	114,018	--	--	5,515,313
Nonrevenue receipts	164,417	--	431	--	822,428	987,276
Total receipts	**29,054,564**	**1,308,414**	**544,852**	**1,262,090**	**2,074,624**	**34,244,544**
DISBURSEMENTS						
Instruction	17,115,339	--	--	--	--	17,115,339
Student support services	1,160,069	--	--	--	681,584	1,841,653
Instructional support	1,304,661	--	--	--	--	1,304,661
General administration	2,161,058	--	--	--	--	2,161,058
Central and business services	569,237	--	--	--	--	569,237
Operation and maintenance of plant	3,268,805	--	500	--	--	3,269,305
Student transportation	353,245	--	--	--	--	353,245
Nutrition program	--	1,619,370	--	--	--	1,619,370
Subtotal of disbursements carried forward	$ **25,932,414**	**1,619,370**	**500**	**--**	**681,584**	**28,233,868**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS - GOVERNMENTAL FUNDS - CONTINUED

YEAR ENDED AUGUST 31, 2025

	General Fund	Nutrition Fund	Qualified Capital Purpose Undertaking Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
DISBURSEMENTS (continued)						
Balance carried forward	$ 25,932,414	1,619,370	500	--	681,584	28,233,868
Debt service:		--				
Principal	--	--	--	920,000	--	920,000
Interest	--	--	238,420	281,135	--	519,555
Capital outlay	--		--	--	180,372	180,372
Total disbursements	**25,932,414**	**1,619,370**	**238,920**	**1,201,135**	**861,956**	**29,853,795**
Receipts over(under) disbursements	**3,122,150**	**(310,956)**	**305,932**	**60,955**	**1,212,668**	**4,390,749**
Other financing sources (uses)						
Loans from other funds	2,000,000	--	--	--	--	2,000,000
Loans to other funds	--	--	(2,000,000)	--	--	(2,000,000)
Operating transfers in	--	700,100	--	--	--	700,100
Operating transfers out	(700,000)	--	--	--	(301)	(700,301)
Total other financing sources (uses)	**1,300,000**	**700,100**	**(2,000,000)**	**--**	**(301)**	**(201)**
NET CHANGE IN FUND BALANCES	**4,422,150**	**389,144**	**(1,694,068)**	**60,955**	**1,212,367**	**4,390,548**
Fund balances - beginning	4,538,948	110,224	4,747,842	1,169,377	552,375	11,118,766
FUND BALANCES - ENDING	**$ 8,961,098**	**499,368**	**3,053,774**	**1,230,332**	**1,764,742**	**15,509,314**

1. Summary of Significant Accounting Policies

The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant accounting policies of Schuyler Community Schools, District 123, Colfax County (the District).

A. Reporting Entity

The District's Board of Education is the basic level of government, which has financial accountability and control over all activities related to the public school education in the District. The District receives funding from local, state and federal government sources and must comply with the requirements of these funding source entities. However, the District is not included in any other governmental "reporting entity" as defined by the GASB pronouncement, since the District's board members are elected by the public and have decision making authority, the authority to levy taxes, the power to designate management, the ability to significantly influence operations and primary accountability for fiscal matters.

All significant activities and organizations on which the District's Board exercises oversight responsibility have been included in the District's financial statements.

The criteria for including organizations as component units within the District's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The District holds the corporate powers of the organization.
- The District appoints a voting majority of the organization's board.
- The District is able to impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the District.
- There is fiscal dependency by the organization on the District.

Based on the aforementioned the District has no component units which are required to be included in the accompanying financial statements.

B. Basic Financial Statements - Government-Wide Statements

The government wide statements of net position and of activities report information on the District as a whole. They include all funds of the District. The effects of interfund activity have been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental receipts, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

1. Summary of Significant Accounting Policies - Continued

The statement of activities demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with a specific function or segment. Program receipts include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general receipts.

C. Basic Financial Statements - Fund Statements

The fund financial statements of the District are organized on the basis of funds each of which is considered a separate accounting entity. The District has no funds which would be considered proprietary and fiduciary fund types under GASB and as such all funds are considered governmental funds, as follows:

Governmental Funds:

General Fund – The General Fund is the general operating fund of the District and accounts for all receipts and disbursements of the District not encompassed within other funds. All property tax receipts and other receipts that are not allocated by law, budgetary requirement, or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the new and replacement capital outlay costs that are not paid through other funds are paid from the General Fund.

The General Fund for financial reporting purposes also includes the following components, which are considered funds for budgetary purposes but do not meet the definition as special revenue funds as clarified in GASB 54, or whose activities are insignificant and reporting as part of the General Fund is allowable.

Depreciation Fund – The Depreciation Fund is used to accumulate funds for the eventual purchase of significant capital outlay by reserving such monies from the General Fund.

Employee Benefit Fund – The Employee Benefit Fund is established in order to specifically reserve General Fund money for the benefit of the District employees.

Cooperative Fund – The fund is used to report cooperative activities between the District and one or more public agencies through interlocal agreements. The fund is not maintained on an imprest basis. Since there are no restrictions on the funds accumulated in excess of the annual cooperative agreement contracts, and resources accumulated are available to the District, this fund is considered a component of the General Fund for financial reporting.

1. Summary of Significant Accounting Policies - Continued

C. Fund Types - Continued

School Nutrition Fund – The Nutrition Fund is used to accommodate all aspects of the School Lunch Program and accounts for all receipts and disbursements of all Child Nutrition Programs.

Qualified Capital Purpose Undertaking Fund – The Qualified Capital Purpose Undertaking Fund may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in District buildings, and the repayment of a qualified zone academy bond issued for a qualified special purpose. General Fund expenditures for the purpose of this fund are not allowed.

Bond Fund – This fund accounts for taxes levied and other revenue specifically maintained for the payment of bond principal and interest. Proceeds from bond issuance are deposited and recorded as a receipt in the Special Building Fund. Proceeds from refunding bond issues are deposited and recorded as a receipt in the Bond Fund. The General Fund is used to make bond principal and interest payments if the Bond Fund balance is not sufficient to meet these requirements.

The District reports the following nonmajor governmental funds:

Activities Fund – The Activities Fund is used to account for the financial operations of quasi-independent student organizations, interschool athletics, and other self-supporting or partially self-supporting school activities not part of another fund.

Special Building Fund – The Special Building Fund is established for acquiring or improving sites and buildings, including the construction, alteration, or improvement of buildings.

Student Fee Fund – A Student Fee Fund is established to collect fees for participation in extracurricular activities, post-secondary education costs and summer school or night school. The money shall be expended for the purposes for which it was collected from the students.

D. Basis of Accounting

The District prepares its financial statements on the modified cash basis, which is in conformity with the accounting practices prescribed or permitted by the State of Nebraska Department of Education.

The modified cash basis of accounting is a basis of accounting other than GAAP as established by GASB. The modified cash basis of accounting is based on the recording of cash and cash equivalents and changes therein and only recognizes revenues, expenses, assets, and liabilities resulting from cash transactions, adjusted for modifications that have substantial support in generally accepted accounting principles.

1. Summary of Significant Accounting Policies – Continued

Only cash (and cash equivalents) and items that involve the receipt or disbursement of cash (or equivalents) during the period are recognized, except for the following modifications:

Assets that normally convert to cash and cash equivalents (e.g., certificates of deposit) that arise from transactions and events involving cash or cash equivalents are recognized; and

Taxes and other revenues collected by the County Treasurer are included in revenues of the District in the year collected by the county and the District funds held by the County Treasurer at year end are included as assets of the District. This is in accordance with the requirements of the State of Nebraska Department of Education.

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded in the financial statements. For example, accounts receivable and revenue for billed or provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets, such as property, equipment, and infrastructure, and long-term liabilities, such as debt and compensated absences are not reported. Right-to-use assets and liabilities related to leases and subscription- based technology arrangements are not reported.

If the District utilized accounting principles generally accepted in the United States of America, the fund financial statements for governmental funds would use the modified accrual basis of accounting, and the fund financial statements for proprietary fund types would use the accrual basis of accounting. All government-wide financial statements would be presented in accordance with the accrual basis of accounting.

E. Equity Classification

Government-Wide Statements

Equity is classified as net position and displayed in the following components:

a. Restricted net position

Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors or laws or regulations of other governments; or law through constitutional provisions or enabling legislation.

b. Unrestricted net position

All other assets that do not meet the definition of restricted net position.

1. Summary of Significant Accounting Policies – Continued

E. Equity Classification - Continued

It is the District's policy to use restricted net position first, prior to the use of unrestricted net position, when a disbursement is paid for purposes in which both restricted and unrestricted net positions are available.

Fund Financial Statements

Fund Balance Classification. The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

a. Nonspendable

This classification includes amounts that cannot be spent because they are either not in spendable form or because they are legally or contractually required to be maintained intact. The District currently has no amounts classified in this category.

b. Restricted

This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, of (b) imposed by law through constitutional provisions or enabling legislation.

c. Committed

This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

d. Assigned

This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board delegating this responsibility to the District manager through the budgetary process.

1. Summary of Significant Accounting Policies – Continued

G. Equity Classification - Continued

e. Unassigned

This classification includes the residual fund balance for the General Fund.

The District would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

H. Capital Assets

Capital assets are not recorded as assets on the government-wide or fund financial statements, and depreciation is not recognized. Purchases of capital assets are recorded as disbursements by function in the financial statements.

I. Interfund Balances and Activities

In the process of aggregating the financial information government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified. Interfund activity, if any, within and among the governmental fund categories is reported as follows in the fund financial statements:

a. Interfund loans

Flow of assets from one fund to another where repayment is expected. Outstanding balance of interfund loan are reported as cash receipts and disbursements at end of year.

b. Interfund reimbursement

Repayment from funds responsible for certain disbursements to the funds that initially paid for them are not reported as reimbursements but as adjustments to disbursements in the respective funds.

c. Interfund transfers

Flow of assets from one fund to another where repayment is not expected are reported as cash receipts and disbursements.

The district made the following transfers or loans during the year ended August 31, 2025:

QCPUF to the General Fund	$ 2,000,000
General Fund to the Nutrition Fund	$ 700,000

1. Summary of Significant Accounting Policies – Continued

J. Long-Term Obligations

Long-term debt is not reported as a liability in the government-wide or fund financial statements. Proceeds from long-term debt are reported as receipts and payments of principal are reported as disbursements in both the government-wide and fund financial statements.

K. Budget Process and Property Taxes

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements lapse at year-end. Any revisions to the adopted budget of total disbursements to any fund require a public hearing. State statutes of the Nebraska budget Act provide the prescribed budget practices and procedures that governing bodies are required to follow. The amounts that may be budgeted for certain specific funds are subject to various disbursements and/or tax levy limitations.

The property tax requirement resulting from the budget process is utilized to establish the tax levy in accordance with State statutes, which tax levy attaches as an enforceable lien on property within the District as of January 1. Taxes are due as of that date. One-half of the real estate taxes due January 1 become delinquent after the following May 1, with the second one- half becoming delinquent after September 1.

L. Compensated Absences

In accordance with the modified cash basis of accounting, vacation and sick leave are recorded when paid.

M. Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting used by the District requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from those estimates.

N. Right to Use Assets

Right-to-use assets are not recorded as assets on the government-wide or fund financial statements, and amortization is not recognized. Likewise, the related liabilities for these leases and subscription-based technology arrangements are not recognized in the financial statements. Payment on all leases and subscription-based technology arrangements are recorded as disbursements by function in the financial statements.

2. Deposits and Investments

For the following disclosures, deposits, including checking accounts, savings accounts, money market accounts and certificates of deposit, are all classified as cash or cash and cash equivalents on the financial statements.

The District's cash and investments are reported as follows:

Governmental-type activities	$ 12,338,829

The carrying value (fair value) of the cash and investments consisted of the following:

Checking and savings accounts	$ 12,338,829

As of August 31, 2025, there were no certificates of deposit maturing beyond one year.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of August 31, 2025, all of the District's deposits with financial institutions were fully insured or collateralized by securities held in the District's name in the form of joint safekeeping receipts. State law requires all funds in depositories to be fully insured or collateralized, and the District's policy is to require depositories to provide pledged securities to cover deposits in excess of Federal Deposit Insurance Corporation (FDIC) insured limits.

Investments

Nebraska Statutes provide that the District may, by and with the consent of the Board of Education of the District, invest the funds of the District in securities, including repurchase agreements, the nature of which individuals of prudence, discretion and intelligence acquire or retain in dealing with the property of another. At August 31, 2025, the District had no such investments.

2. Expenditures in Excess of Budgeted Amounts

During the year ended August 31, 2025, expenditures in the District's Employee Benefit Fund exceeded budget by $883, and the Cooperative Fund exceeded budget by $1,517 due to last minute expenditures which did not provide time for budget amendments.

3. Funds Held by County Treasurer

The following balances were held by the Butler, Colfax, and Saunders County Treasurers for the District as of August 31, 2025.

	Butler County	Colfax County	Saunders County	Total
General Fund	264,606	2,488,392	--	2,752,998
Building Fund	9,540	87,631	--	97,171
Bond Fund	27,730	248,043	--	275,773
Qualified Capital Purpose Undertaking Fund	4,373	40,170	--	44,543
Totals	$ 306,249	2,864,236	--	3,170,485

4. Long-Term Debt-Bonds

Series 2010 Qualified School Construction Bonds (QSCB) (Direct Placement)

Qualified School Construction Bonds payable in the original amount of $4,585,000 which originated November 10, 2010, were issued for the purpose of building additions to the high school and grade school. No bond principal payments are due for 15 years with the entire balance of $4,585,000 being payable on December 15, 2025. Interest of 5.2% is payable semi-annually on June 15 and December 15, commencing June 15, 2011. The final payment is due December 15, 2025. Under the program, a refundable tax credit is received semi-annually for 15 years from the U.S. Treasury through December 15, 2025. The refundable tax credit amount is determined by the Treasury Department as the lesser of the bond rate as paid or the rate as published in Treasury Department regulations. The bonds are being retired from the Qualified Capital Purpose Undertaking Fund.

Series 2019 General Obligation Refunding Bonds (Direct Placement)

Bonds payable in the amount of $16,980,000 were issued May 22, 2019. The purpose of the bonds was to build an addition to the high school building. Principal bond payments are due annually starting on December 15, 2019. Interest rates of 4.00% are payable semi-annually on June 15 and December 15, commencing on December 15, 2019. The final payment was originally scheduled to be paid on December 15, 2039.

On September 30, 2020, the District issued Series 2020 General Obligation Refunding Bonds to advance refund a portion of the Series 2019 Bonds. The proceeds from the 2020 Bonds were placed in an escrow account to defease the 2019 bonds until their May 22, 2024 effective call date.

As of May 22, 2024, $13,190,000 of the Series 2019 bonds were paid off from the escrow account, leaving a remaining balance of $665,000 to be paid on December 15, 2025 in accordance with the original debt service schedule.

4. Long-Term Debt-Bonds - Continued

Series 2020 General Obligation Refunding Bonds (Direct Placement)

Bonds payable in the amount of $16,190,000 were issued on September 30, 2020. The purpose of the bonds was to advance refund a portion of the District's General Obligation and Refunding Bonds, Series 2019. Principal bond payments are due annually starting on December 15, 2020. Interest rates ranging from 0.413% to 2.372% are payable semi-annually on June 15 and December 15. The final payment is due December 15, 2039. The bonds are being retired from the Bond Fund.

The district has no unused lines of credit at August 31, 2025, and none of their long-term debt agreements have terms related to default or termination events with finance-related consequences, or subjective acceleration clauses.

The following is a summary of long-term debt transactions of the District for the year ended August 31, 2025.

	Balance August 31, 2024	Additions	Payments	Balance August 31, 2025	Amounts due within one year
Series 2020 Refunding Bonds	$ 15,260,000	--	255,000	15,005,000	895,000
Series 2019 Refunding Bonds	665,000	--	665,000	--	--
Series 2010 QSCB	4,585,000	--	--	4,585,000	4,585,000
Total bonds	**$ 20,510,000**	**--**	**920,000**	**19,590,000**	**5,480,000**

The above bonds mature as follows:

Year ending August 31,	Principal	Interest	Total
2026	$ 5,480,000	381,771	5,861,771
2027	905,000	254,103	1,159,103
2028	915,000	243,844	1,158,844
2029	930,000	231,732	1,161,732
2030	940,000	217,779	1,157,779
2031 – 2035	4,945,000	841,266	5,786,266
2036 – 2040	5,475,000	316,440	5,791,040
	$19,590,000	**2,486,535**	**22,076,535**

5. Transfers

The General Fund transferred $64,293 to the Employee Benefit Fund and $60,000 to the Cooperative Fund for support during the fiscal year.

6. Commitments and Contingencies

The District participates in a number of state and federally assisted programs. These programs are subject to financial and compliance audits of various agencies and departments, many of which have not yet been performed. The District's management believes that the amount of expenditures, if any, which may be disallowed by the granting agencies, would not be significant.

7. Tax Abatements

The District is subject to tax abatements granted by Schuyler Community Redevelopment Authority (CRA), a component unit of the City of Schuyler, who has entered into tax increment financing (TIF) agreements with various redevelopers. The incremental increase in valuation from the development is not included in the District's available valuation base until the TIF agreement has expired, which is generally 15 years. The incremental taxes, including the District's share is returned to the developer, effectively rebating the taxes on the increased valuation.

Information relevant to the tax abatements impacting the District for the year ending August 31, 2025, are as follows:

Total TIF valuation 2024	5,673,205
District's total levy (per $100 valuation)	1.054986
District's share of tax abatements	59,852

8. Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of the above risks of loss. Management believes that the coverage is adequate to preclude any significant uninsured risk of exposure to the District. Settled claims in the past three years have not exceeded the coverages.

9. Leases

Copy machines were leased during July 2025, for a term of 60 months. At the end of the lease, the District has the option to purchase the equipment at fair market value, renew the agreement, or return the equipment. Payment terms are $12,808 per month. There were no other contingent or sublease rentals related to the lease.

Year Ending August 31,	
2026	$ 153,696
2027	153,696
2028	153,696
2029	153,696
2030	128,080

10. Contingency for 403B Plan

During the fiscal year, it was identified that the District's 403(b) retirement plan had engaged in discriminatory practices in prior periods. The District is currently working with legal counsel to evaluate the necessary steps to address the issue and ensure compliance with applicable regulations. At this time, the District cannot reasonably estimate the financial impact, if any, that may arise from this matter.

11. Subsequent Events

Management evaluated transactions and events occurring subsequent to August 31, 2025, and through January 27, 2026, the date the financial statements were available to be issued, to determine whether any events should be recognized or disclosed in these statements. There were no material transactions or events in subsequent period requiring disclosure or recognition in the financial statements other than a new bond issue discussed below.

At their December 8, 2025 meeting, the Board of Education approved the issuance of no more than $3.5 million of Limited Tax School Improvement Bonds, Series 2026 to fund capital improvements. On January 15, 2026, the District issued $3,280,000 of bonds bearing interest between 3.25% and 3.65%, maturing at various times until December 15, 2035 and requiring semiannual interest payments.

12. Retirement Plan

The District contributes to the Nebraska School Employees Retirement System, a cost-sharing multiple-employer defined benefit pension plan administered by the Nebraska Public Employees Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions.

In 1945, the Nebraska Legislature enacted the law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2024, there were 263 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school employees in Nebraska, other than those who have their own retirement plans (Class V school districts, Nebraska State Colleges, University of Nebraska, Community Colleges), are members of the plan.

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to $3.50 per year of service; or 2) the monthly average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of two percent, and an actuarial factor based on age.

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to $3.50 per year of service; or 2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of two percent, and an actuarial factor based on age.

Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later. Vested members are eligible to receive an unreduced retirement benefit at age 65.

12. Retirement Plan - Continued

A member's age will determine eligibility to begin receiving a monthly benefit and if those benefits are reduced or unreduced. Benefit calculations vary with early retirement. At ages 55 to 64, members who are in tier one, two, or three may qualify to receive unreduced benefits under the "Rule of 85" if the member's attained age plus creditable service equals 85 or greater. At ages 60 to 64, members may qualify to receive unreduced benefits under the tier four "Rule of 85" if the member's attained age plus creditable Service equals 85 or greater.

For school employees who became members prior to July l, 2013, the benefit paid to a retired member or beneficiary receives an annual cost of living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or two and one-half percent. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75 percent of the purchasing power of the initial benefit.

For school employees who became members on or after July l, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or one percent. There is no purchasing power floor for employees who fall under this tier.

Contributions

The State's contribution is based on an annual actuarial valuation. In addition, the State contributes an amount equal to two percent of the compensation of all members. This contribution is considered a nonemployer contribution since school employees are not employees of the State. The employee contribution was equal to 9.78 percent from July 1, 2023, to June 30, 2024 (and from July 1, 2024 through, June 30,2025 when the contribution changed to 8.00 percent). The school district (employer) contribution is 101 percent of the employee contribution. The District's contribution to the Plan for the year ended August 31, 2025 was $1,364,856.

For the District's year ended August 31, 2025, the District's total payroll for all employees was $14,711,064. The total covered payroll was $14,230,498. Covered payroll refers to all compensation paid by the District to active employees covered by the Plan.

Pension Liabilities

At June 30, 2024 the District had a liability of $2,654,404 for its proportionate share of the net pension liability. (This liability is not recorded in the accompanying modified cash basis financial statements.) The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The NPERS School Plan was 103.36% funded as of June 30, 2024 based on actuarial calculations comparing total pension liability to the plan fiduciary net position. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2024, the District's proportion was 0.580481 percent, which was a decrease of 0.027347 percent from its proportion measured as of June 30, 2023.

12. Retirement Plan - Continued

For the year ended June 30, 2024, the District's allocated pension expense was $499,839.

Actuarial Assumptions

The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.35%
Salary increases, including wage inflation	2.85%-12.85%
Cost-of-Living Adjustment	Members hired before January 1, 2013: 2.05% per annum, compounded annually. Members hired on or after January 1, 2013: 1.00% per annum, compounded annually.
Investment Rate Return, net of investment expense, including price inflation	7.00%

The School Plan's pre-retirement mortality rates were based on the Pub-2010 General Members (Above Median) Employee Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the ultimate rates.

The School Plan's post-retirement mortality rates were based on the Pub-2010 General Members (Above Median) Retiree Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the ultimate rates.

The School Plan's beneficiary mortality rates were based on the Pub-2010 General Members (Above Median) Retiree Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the ultimate rates.

The School Plan's disability mortality rates were based on the Pub-2010 Non-Safety Disabled Retiree Mortality Table (static table).

The actuarial assumptions used in the July 1, 2024, valuations for the School plan is based on the results of the most recent actuarial experience study, which covered the four year period ending June 30, 2019. The experience study report is dated December 21, 2020.

12. Retirement Plan - Continued

The long-term expected real rate of return on pension plan investments was based upon the expected long-term investment returns provided by a consultant of the Nebraska Investment Council, who is responsible for investing the pension plan assets. The return assumptions were developed using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plans' target asset allocation as of June 30, 2024, (see the discussion of the pension plan's investment policy) are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return *
U.S. Equity	27.0%	4.5%
Non-U.S. Equity	11.5%	5.8%
Global Equity	19.0%	5.3%
Fixed Income	30.0%	0.7%
Private Equity	5.0%	7.4%
Real Estate	7.5%	4.2%
Total	100.0%	

*Arithmetic mean, net of investment expenses.

Discount Rate

The discount rate used to measure the Total Pension Liability at June 30, 2024, was 7.0 percent. The discount rate is reviewed as part of the actuarial experience study, which was last performed for the period July 1, 2015 through June 30, 2019. The actuarial experience study is reviewed by the NPERS Board, which must vote to change the discount rate.

The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and contributions from employers and nonemployers will be made at the contractually required rates, actuarially determined. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability. The projected future benefit payments for all current plan members were projected through 2120.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.

12. Retirement Plan - Continued

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) that the current rate:

	Discount rate	District's proportionate Share of net pension liability (asset)
1% decrease	6.0%	$ 8,388,046
Current discount rate	7.0%	(2,654,404)
1% increase	8.0%	(11,708,217)

Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued Nebraska Public Employees Retirement Systems Plan financial report. NPERS issues a publicly available financial report that includes financial statements and required supplementary information for NPERS. That report may be obtained via the internet at: http://www.auditors.nebraska.gov.

13. Early Retirement Incentive Program

The District offers an Early Retirement Incentive Program for full-time certified teachers and administration to offer financial incentives that will assist long-term employees considering early retirement and early leave decisions. To participate in the program, the employee submits a written application by February 1 prior to the school year in which the employee wishes to discontinue full-time employment. The employee must be fifty-five (55) years of age on or before September 1 of the employee's final contract year and must have at least ten (10) creditable years of service with a master's degree in education.

The Board of Education shall select up to four (4) eligible employees to participate in the plan each fiscal year. In the event the total number of eligible employees electing for early retirement exceeds four (4) employees, the Board of Education bases their selection of eligible employees based on the following criteria:

- Previous Application Denied
- Highest Salary
- Number of Year of Services
- Tiebreaker (Random Selection)

13. Early Retirement Incentive Program - Continued

A qualified certificated employee who has been accepted for participation in the ERIP shall receive the following ERIP benefits during the three (3) fiscal years immediately following the participant's retirement:

- A ten thousand dollar ($10,000) contribution to a Health Reimbursement Account (HRA) to be credited to the employee in three (3) equal installments as the beginning of each of the three (3) years.
- A non-elective contribution to a 403(b) annuity or custodial account selected by the participant in an amount equal to two percent (2%) of his/her schedule salary at the 1.0 Full Time Equivalent (FTE) during the employee's final contract multiplied by the number of years creditable services with the District, up to the maximum of twenty-five thousand dollars ($25,000). The contribution shall be paid in six (6) installments of the three (3) fiscal years.

The District made $93,320 in payments for the ERIP for the year ended August 31, 2025. The total future payments required to be paid under the ERIP is $139,980.

SUPPLEMENTAL SCHEDULES

SCHUYLER COMMUNITY SCHOOLS

SUPPLEMENTAL SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NOTES

YEAR ENDED AUGUST 31, 2025

FEDERAL GRANTOR *Pass through Grantor* Program Title	Federal Assistance Listing #	Pass-through Entity Identifying #	Expenditures	
U.S. DEPARTMENT OF EDUCATION				
Passed through State Department of Education				
Special Education Cluster (IDEA)				
Special Education (IDEA, Part B)	84.027	19-0123	$ 173,189	
Special Education (IDEA Preschool)	84.173	19-0123	1,869	$ 175,058
Title I Grants to Local Educational Agencies	84.010	19-0123		742,768
Title III - LEP and Immigration Grants	84.365	19-0123		164,218
Twenty-First Century Community Learning Centers	84.287	19-0123		270,865
Total U.S. Department of Education				1,352,909
U.S. DEPARTMENT OF AGRICULTURE				
Child Nutrition Cluster				
Passed through Nebraska Department of Health and Human Services				
Food Donation - non-cash award	10.555	19-0123	72,109	
Passed through State Department of Education				
School Breakfast Program	10.553	19-0123	156,347	
National School Lunch Program	10.555	19-0123	883,142	
Summer Food Services Program for Children	10.559	19-0123	172,067	
Fresh Fruit and Vegetable Program	10.582	19-0123	38,106	
Total Child Nutrition Cluster				1,321,771
Passed through State Department of Education				
Child and Adult Care Food Program	10.558	19-0123		904
Local Food for Schools Cooperative Agreement	10.185	19-0123		7,051
Total U.S. Department of Agriculture				1,329,726
Total Federal Awards Expended				**$ 2,682,635**

SCHUYLER COMMUNITY SCHOOLS

SUPPLEMENTAL SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NOTES - CONTINUED

YEAR ENDED AUGUST 31, 2025

Note to Schedule of Expenditures of Federal Awards

Basis of Presentation - The above schedule has been prepared on the cash basis of accounting and includes all expenditures of federal awards during the fiscal year regardless of when the related federal funds were received.

Federal Expenditures - Federal reimbursements for the National School Lunch Program (10.555) are based on approved rates for services provided and are not reimbursements for specific expenditures. Therefore, this amount represents cash received rather than federal expenditures.

Subrecipients - The District expended no awards to subrecipients during the year.

Food Distribution - Nonmonetary assistance is reported in the schedule at fair market value of the commodities received and disbursed.

Indirect Cost Rate - The District did not elect to use the 10% or 15% de minimis cost rates when applicable.

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF NET POSITION - MODIFIED CASH BASIS

AUGUST 31, 2025

		General	Depreciation	Employee Benefit	Cooperative	Reclassifi-cations	Total General Fund
ASSETS							
Cash	$	5,959,564	122,983	94,275	31,278	--	6,208,100
Cash at county treasurers		2,752,998	--	--	--	--	2,752,998
TOTAL ASSETS	**$**	**8,712,562**	**122,983**	**94,275**	**31,278**	--	**8,961,098**
FUND BALACES							
Assigned							
Cooperative	$	--	--	--	31,278	--	31,278
Capital outlay		--	122,983	--	--	--	122,983
Employee benefits		--	--	94,275	--	--	94,275
Unassigned		8,712,562	--	--	--	--	8,712,562
TOTAL FUND BALANCE	**$**	**8,712,562**	**122,983**	**94,275**	**31,278**	--	**8,961,098**

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE
- MODIFIED CASH BASIS

AUGUST 31, 2025

	General	Depreciation	Employee Benefit	Cooperative	Reclassifi-cations	Total General Fund
RECEIPTS						
Local receipts						
Property taxes	$ 11,189,391	--	--	--	--	11,189,391
Carline tax	17,021	--	--	--	--	17,021
Public Power District sales tax	9,924	--	--	--	--	9,924
Motor vehicle taxes	677,276	--	--	--	--	677,276
Penalties and interest on taxes	18,608	--	--	--	--	18,608
Interest	227,703	1,916	1,513	319	--	231,451
Other local receipts	38,445	--	--	7,439	--	45,884
County receipts	219,175	--	--	--	--	219,175
State receipts	12,337,738	--	--	--	--	12,337,738
Federal receipts	4,143,679	--	--	--	--	4,143,679
Non-revenue receipts	164,306	--	111	--	--	164,417
TOTAL RECEIPTS	29,043,266	1,916	1,624	7,758	--	29,054,564

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE - CASH BASIS - CONTINUED

AUGUST 31, 2025

	General Fund	Depreciation Fund	Employee Benefit Fund	Cooperative	Reclassifi-cations	Total General Fund
DISBURSEMENTS						
Instruction	$ 15,320,723	--	96,681	--	1,697,935	17,115,339
Student support services	1,094,851	--	--	65,218	--	1,160,069
Instructional support	1,304,661	--	--	--	--	1,304,661
General Administration	2,161,058	--	--	--	--	2,161,058
Central and business services	569,237	--	--	--	--	569,237
Operations and maintenance of plant	3,268,805	--	--	--	--	3,268,805
Student transportation	353,245	--	--	--	--	353,245
State categorical programs	469,319	--	--	--	(469,319)	--
Federal programs	1,352,909	--	--	--	(1,352,909)	--
TOTAL DISBURSEMENTS	**25,894,808**	**--**	**96,681**	**65,218**	**(124,293)**	**25,932,414**
RECEIPTS OVER DISBURSEMENTS	**3,148,458**	**1,916**	**(95,057)**	**(57,460)**	**124,293**	**3,122,150**
OTHER FINANCING SOURCES(USES)						
Loans from other funds	2,000,000	--	--	--	--	2,000,000
Transfers in	--	--	64,293	60,000	(124,293)	--
Transfers out	(700,000)	--	--	--	--	(700,000)
TOTAL OTHER FINANCING SOURCES(USES)	**1,300,000**	**--**	**64,293**	**60,000**	**(124,293)**	**1,300,000**
NET CHANGE IN FUND BALANCE	**4,448,458**	**1,916**	**(30,764)**	**2,540**	**--**	**4,422,150**
FUND BALANCE, beginning of year	4,264,104	121,067	125,039	28,738	--	4,538,948
FUND BALANCE, end of year	**$ 8,712,562**	**122,983**	**94,275**	**31,278**	--	**8,961,098**

Continued

SCHUYLER COMMUNITY SCHOOLS

NONMAJOR FUNDS
COMBINING SCHEDULE OF NET POSITION - MODIFIED CASH BASIS

AUGUST 31, 2025

	Activities Fund	Special Building Fund	Student Fee Fund	Total
ASSETS				
Cash	$ 201,337	1,380,180	86,054	1,667,571
Cash at county treasurers	--	97,171	--	97,171
TOTAL ASSETS	**$ 201,337**	**1,477,351**	**86,054**	**1,764,742**
FUND BALACES				
Restricted for				
Capital outlay	$ --	1,477,351	--	1,477,351
Committed				
Student activities	201,337	--	86,054	287,391
TOTAL FUND BALANCES	**$ 201,337**	**1,477,351**	**86,054**	**1,764,742**

SCHUYLER COMMUNITY SCHOOLS

NONMAJOR FUNDS - COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN NET POSITION - MODIFIED CASH BASIS

YEAR ENDED AUGUST 31, 2025

	Activities Fund	Special Building Fund	Student Fee Fund	Total
Receipts				
Local receipts				
Property taxes	$ --	406,574	--	406,574
Carline taxes	--	617	--	617
Public Power District sales tax	--	364	--	364
Interest	--	15,726	987	16,713
Other local receipts	--	734	33,587	34,321
Student activities	587,873	--	--	587,873
State receipts	--	205,734	--	205,734
Other receipts	--	822,428	--	822,428
Total receipts	**587,873**	**1,452,177**	**34,574**	**2,074,624**
Disbursements				
Student support services	681,831	--	(247)	681,584
Capital outlay	--	180,372	--	180,372
Total disbursements	**681,831**	**180,372**	**(247)**	**861,956**
Receipts over(under) Disbursements	(93,958)	1,271,805	34,821	1,212,668
Other Financing Sources (Uses)				
Loans from other funds	--	--	--	--
Transfers	(301)	--	--	(301)
Total other financing sources (uses)	301	--	--	301
Net Change in Fund Balances	(94,259)	1,271,805	34,821	1,212,367
Fund Balances - beginning of year	295,596	205,546	51,233	552,375
Fund Balances - end of year	**$ 201,337**	**1,477,351**	**86,054**	**1,764,742**

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, BEGINNING OF YEAR	$ 3,882,643	4,264,104
RECEIPTS		
Local sources		
1100 Property taxes - general purpose	16,539,099	11,189,391
1115 Carline tax	18,000	17,021
1120 Public Power District sales tax	--	9,924
1125 Motor-vehicle taxes	600,000	677,276
1140 Penalties and interest on taxes	--	18,608
1510 Interest	50,000	227,703
1740 Fees	--	--
1800 Revenue from community service activities	--	20,586
1911 Local license fees and fines	4,000	4,300
1920 Contributions and donations from private sources	--	--
1925 Categorical grants from other private interests	5,000	--
1990 Miscellaneous local receipts	--	13,559
	17,216,099	**12,178,368**
County sources		
2110 County fines and licenses	130,000	218,316
2210 ESU receipts	--	859
	130,000	**219,175**
State sources		
3110 State aid	3,920,635	3,920,635
3120 SPED (school age)	908,217	1,547,410
3125 SPED transportation (school age)	2,000	18,155
3130 Homestead exemption	--	255,878
3131 Property tax credit	--	5,391,955
3133 Nameplate capacity tax	--	--
3166 School age flex funding	--	89,002
3180 Prorate motor vehicle	40,000	35,543
3400 State apportionment	250,000	646,981
3535 High ability learners	13,000	14,165
3541 Early childhood endowment grants	--	336,072
3551 Career Education	--	5,104
3599 State grants	250,000	76,838
	$ **5,383,852**	**12,337,738**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
RECEIPTS - continued		
Federal sources		
4105 Universal Services Fund	$ --	41,745
4505 Title I , Part A: ESSA	670,000	825,370
4509 Title II, Part A: ESSA	--	112,936
4516 IDEA Preschool base enrollment poverty allocation	--	--
4518 IDEA Part B base enrollment poverty	428,237	271,512
4525 Carl Perkins	--	--
4527 Title III, Part A: ESSA	--	166,046
4531 Title IV, Part B: 21st Century Community Learning	40,000	146,857
4708 Medicaid in public schools (MIPS)	70,000	--
4709 Medicaid administrative activities (MAAPS)	15,000	--
4969 Title IV, Part A	--	80,887
4989 ARP ELC Summerschool	--	--
4997 ESSER II	--	--
4998 ESSER III	1,467,000	2,498,326
	2,690,237	**4,143,679**
Nonrevenue receipts		
5300 Funds transfers in	--	--
5300 Proceeds from the disposal of personal property	--	--
5301 Insurance adjustments	--	151,078
5690 Other non-revenue receipts	--	13,228
9004 Interfund loan from QCPUF	--	2,000,000
	--	**2,164,306**
Total Receipts	**25,420,188**	**31,043,266**
Total funds available	**$ 29,302,831**	**35,307,370**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND
FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
DISBURSEMENTS		
Instruction		
1100 Regular instruction	$ 14,038,250	9,833,960
1125 Regular instructional programs - school age (flex-spending)	--	81,819
1150 Limited English proficiency programs	--	767,168
1160 Poverty programs	--	1,119,234
1190 Early childhood educational programs	--	460,633
1200 Special education instructional programs - school age	2,400,000	2,605,883
1291 Special education instructional programs - ages 3-5	--	173,784
1292 Special education instructional programs - ages 0-2	--	21,885
1300 Summer school	--	256,357
	16,438,250	**15,320,723**
Support services - students		
2110 Attendance and social work services	1,450,000	--
2120 Guidance services	--	472,749
2130 Health services	--	208,602
2140 Psychological services	--	--
2141 Psychological services: SPED school age	--	139,333
2142 Psychological services: SPED ages 3-5	--	7,411
2143 Psychological services: SPED ages 0-2	--	1,482
2150 Speech pathology & audiology services	--	117,287
2151 Speech pathology - SPED school age	--	83,077
2153 Speech pathology - SPED ages 0-2	--	8,740
2161 Occupational therapy - SPED school age	--	7,112
2162 Occupational therapy - SPED ages 3-5	--	77
2163 Occupational therapy - SPED ages 0-2	--	2,914
2171 Physical therapy - SPED school age	--	864
2173 Physical therapy - SPED ages 0-2	--	164
2181 Visually impaired - SPED school age	--	--
2190 Support services - other	--	45,039
	1,450,000	**1,094,851**
Support services - instruction		
2210 Improvement of instruction	1,123,500	186,505
2211 School improvement	--	68,031
2213 Instructional staff training	--	24,486
2214 Implementation of standards	--	608
2220 Library/media services	--	268,760
2224 Educational television services	--	--
2230 Instruction-related technology	--	756,271
2290 Support services - other	--	--
	$ **1,123,500**	**1,304,661**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
DISBURSEMENTS - continued		
Support services - general administration		
2310 Board of education	$ 80,000	26,893
2320 Executive administration	400,000	518,428
2330 District legal services	50,000	87,974
2410 Office of the principal	1,550,000	1,332,514
2490 School administration - other	--	195,249
	2,080,000	**2,161,058**
Central services		
2510 Fiscal services	280,000	425,459
2520 Purchasing and warehousing services	--	--
2560 Public information services	--	1,315
2570 Personnel services	--	142,463
	280,000	**569,237**
Operations and maintenance of plant		
2610 Operation of buildings	2,700,000	1,332,255
2620 Maintenance of buildings	--	1,599,815
2630 Care and upkeep of grounds	--	119,056
2650 Vehicle operation, maintenance and purchasing	125,000	65,160
2660 Security	--	55,275
2670 Safety	--	97,244
	2,825,000	**3,268,805**
Student transportation		
2710 Vehicle operation and purchasing - regular education	320,000	298,445
2712 Vehicle operation and purchasing - school age SPED	10,000	19,222
2713 Vehicle operation and purchasing - ages 3-5 SPED	--	1,173
2730 Vehicle servicing and maintenance - regular education	--	27,711
2732 Vehicle servicing and maintenance - school age SPED	--	3,590
2900 Other support services	--	3,104
	$ **330,000**	**353,245**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
DISBURSEMENTS - continued		
Operation of non-instructional services		
3300 Community services operations	$ 45,000	11,316
3400 Categorical grants from other private interests	--	14,278
	45,000	**25,594**
Private and state categorical programs		
3535 High ability learners	407,000	19,450
3541 Early childhood endowment grants	--	411,075
3551 Career education	--	9,772
3599 Other state categorical grant	--	3,428
	407,000	**443,725**
6000 Federal programs		
6200 Title I, Part A: Improving basic programs	2,400,000	655,414
6212 Title I, Part A: Support for improvement	--	87,354
6406 IDEA preschool base	--	1,869
6408 IDEA Part B base enrollment poverty	--	173,189
6925 Title III, part A English language acquisition	--	142,593
6926 Titla III ESEA/ESSA Immigrant education	--	21,625
6968 Title IV, Part Part B 21st century community learning centers	--	270,865
6988 ARP ELC Afterschool	--	--
6989 ARP ELC Summerschool	--	--
6998 ESSER III	--	--
	2,400,000	**1,352,909**
Reappropriated Funds	**1,924,081**	--
Transfers out	--	700,000
Total disbursements	**29,302,831**	**26,594,808**
Fund balance, end of year	**$ --**	**8,712,562**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking account	$ 5,959,564
County treasurer	2,752,998
Total fund balance	**$ 8,712,562**

SCHUYLER COMMUNITY SCHOOLS

DEPRECIATION FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 19,471	121,067
Receipts		
Interest on investments	--	1,916
Total receipts	**--**	**1,916**
Total funds available	**19,471**	**122,983**
Disbursements		
Central services - other support services	19,471	--
Total disbursements	**19,471**	**--**
FUND BALANCE, End of year	**$ --**	**122,983**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 122,983**

SCHUYLER COMMUNITY SCHOOLS

EMPLOYEE BENEFIT FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 95,798	125,039
Receipts		
Interest on investments	--	1,513
Transfers from the general fund	--	64,293
Other non-revenue receipts	--	111
Total receipts	**--**	**65,917**
Total funds available	**95,798**	**190,956**
Disbursements		
Central services - other support services	95,798	96,681
Total disbursements	**95,798**	**96,681**
FUND BALANCE, End of year	**$ --**	**94,275**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 94,275**

SCHUYLER COMMUNITY SCHOOLS

COOPERATIVE FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 28,701	28,738
Receipts		
Interest	--	319
Other categorical grants from private interests	35,000	4,092
Other miscellaneous local revenue	--	3,347
Transfers from general fund	--	60,000
Total receipts	**35,000**	**67,758**
Total funds available	**63,701**	**96,496**
Disbursements		
Regular instructional programs	63,701	**--**
Support services - student	**--**	65,218
Total disbursements	**63,701**	**65,218**
FUND BALANCE, End of year	**$** --	**31,278**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$** 31,278

SCHUYLER COMMUNITY SCHOOLS

QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND
FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 4,678,865	4,747,842
Receipts		
Local receipts		
Local property taxes	275,000	194,575
Carline taxes	500	283
Public Power District sales tax	--	173
Interest on investments	150,000	140,770
Penalties and interest on taxes	--	431
State receipts		
Homestead exemption	--	4,306
Property tax credit	--	89,617
Pro-rate motor vehicle	1,000	679
Federal receipts		
Federal reimbursements	120,000	114,018
Other receipts		
Interfund loan repaid from Special Building Fund	500,000	--
Total receipts	**1,046,500**	**544,852**
Total funds available	**5,725,365**	**5,292,694**
Disbursements		
Construction services	5,494,365	--
Interest on long-term debt	230,000	238,420
Other debt related cost	1,000	500
Interfund loan to General Fund	--	2,000,000
Total disbursements	**5,725,365**	**2,238,920**
FUND BALANCE, End of year	**$ --**	**3,053,774**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking and savings accounts	$ 3,009,231
County treasurers	44,543
Total fund balance	**$ 3,053,774**

SCHUYLER COMMUNITY SCHOOLS

BOND FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 15,587,263	1,169,377
Receipts		
Local Receipts		
Local property receipts	1,250,000	1,120,734
Carline taxes	1,500	1,286
Public Power District sales tax	--	762
Penalties on interest on taxes	--	1,642
Interest on investments	25,000	9,011
State receipts		
Homestead exemption	--	19,571
Property tax credit	--	107,298
Pro rate motor vehicle	5,000	1,786
Total receipts	**1,281,500**	**1,262,090**
Total funds available	**16,868,763**	**2,431,467**
Disbursements		
Bank wire fee	--	40
Redemption of principal	1,070,000	920,000
Debt service interest	329,370	280,495
Other debt service interest	15,469,393	600
Total disbursements	**16,868,763**	**1,201,135**
FUND BALANCE, End of year	**$ --**	**1,230,332**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking and savings accounts	**$** 954,559
County treasurers	275,773
Total fund balance	**$ 1,230,332**

SCHUYLER COMMUNITY SCHOOLS

SPECIAL BUILDING FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 66,029	205,546
Receipts		
Local receipts		
Local property taxes	600,000	406,574
Carline taxes	800	617
Public Power District sales tax	--	364
Interest on investments	1,000	15,726
Penalties and interest on taxes	--	734
State receipts		
Homestead	--	9,394
Pro rate motor vehicle	2,000	818
Property tax credit	--	195,522
Other recipts		
Proceeds from disposal of property	--	10,253
Insurance Adjustments	--	381,648
Sale of property	--	430,527
Total receipts	**603,800**	**1,452,177**
Total funds available	**669,829**	**1,657,723**
Disbursements		
Building Improvements	669,829	179,657
Rental of land and buildings	--	715
Total disbursements	**669,829**	**180,372**
FUND BALANCE, End of year	**$ --**	**1,477,351**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking and savings accounts	**$** 1,380,180
County treasurers	97,171
Total fund balance	**$ 1,477,351**

SCHUYLER COMMUNITY SCHOOLS

SCHOOL NUTRITION FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 213,278	110,224
Receipts		
Sales	170,000	41,968
State reimbursement	5,000	6,010
Federal reimbursement	1,317,122	1,257,616
Interest	3,000	2,676
Other	--	144
Fund transfers in	--	700,100
Total receipts	**1,495,122**	**2,008,514**
Total funds available	**1,708,400**	**2,118,738**
Disbursements		
Food	850,000	839,963
Salaries	530,000	465,021
Employee benefits	240,000	241,487
Purchased services	10,000	--
Equipment repairs	16,000	13,302
Supplies	60,000	58,961
Other expense	2,400	636
Total disbursements	**1,708,400**	**1,619,370**
FUND BALANCE, End of year	**$ --**	**499,368**

ANALYSIS OF FUND BALANCE

Cash in bank	
Checking and savings accounts	**$ 499,368**

SCHUYLER COMMUNITY SCHOOLS

STUDENT FEE FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 47,135	51,233
Receipts		
Extracurricular fees	--	19,567
Postsecondary fees	--	14,020
Interest	--	987
Total receipts	**--**	**34,574**
Total funds available	**47,135**	**85,807**
Disbursements		
Extracurricular activities	47,135	**--**
Support services - student	--	(247)
Total disbursements	**47,135**	**(247)**
FUND BALANCE, End of year	**$** --	**86,054**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 86,054**

SCHUYLER COMMUNITY SCHOOLS

ACTIVITIES FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 559,658	295,596
Receipts		
Local receipts		
Admissions	--	48,006
Other activities	300,000	539,867
Total receipts	**300,000**	**587,873**
Total funds available	**859,658**	**883,469**
Disbursements		
Central services - other support services	859,658	681,831
Transfer to General Fund	--	301
Total disbursements	**859,658**	**682,132**
FUND BALANCE, End of year	**$ --**	**201,337**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 201,337**

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

NOTES TO BUDGETARY SCHEDULES (UNAUDITED)

AUGUST 31, 2025

Basis of Accounting

The accompanying schedules of receipts, disbursements and changes in fund balance – modified cash basis – budget and actual are presented on the modified cash basis of accounting. This basis is generally consistent with the basis of accounting used in preparing the basic financial statements. All undisclosed appropriations lapse at the end of the budget year. For budgetary purposes, transfers to the Employee Benefit Fund and Depreciation Fund are reflected as functional disbursements in the General Fund when the transfer is made.

Budgetary Law

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements to any fund require a public hearing.

The Employee Benefit Fund exceeded budget by $883, and the Cooperative Fund Exceeded budget by $1,517.

Reconciliations

The Nebraska Department of Education requires separate budgets for those funds considered as General Fund components for budget purposes.

A reconciliation of the General Fund financial reporting basis to the budgetary basis is as follows:

	Excess Receipts over (under) Expenditures
Financial reporting basis	
General Fund	$ 4,422,150
Budgetary basis	
General Fund	4,448,458
Depreciation Fund	1,916
Employee Benefit Fund	(30,764)
Cooperative Fund	2,540
Total	$ 4,422,150

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Education
Schuyler Community Schools
District 123, Colfax County
Schuyler, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Schuyler Community Schools, District 123, Colfax County (the District), as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated January 27, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph of and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control we consider to be material weaknesses or significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs at item 2025-002 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2025-001, 2025-003, 2025-004, 2025-005, and 2025-006 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The District's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Omaha, Nebraska
January 27, 2026

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Education
Schuyler Community Schools
District 123, Colfax County
Schuyler, Nebraska

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Schuyler Community Schools District 123, Colfax County's (the District) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended August 31, 2025. The District's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended August 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weakness or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

FRANKEL, LLC

Omaha, Nebraska
January 27, 2026

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	Yes
Significant deficiency(ies) identified not considered to be material weaknesses?	Yes
Noncompliance material to financial statements noted?	No

Federal Awards

Internal Control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	No
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR, Section 200.516(a)?	No

Identification of major program

Federal Assistance Listing Number	Name of Federal Program or Cluster
10.553, 10.555, 10556, 10.559, 10.582	Child Nutrition Cluster
84.010A	Title I Grants to Local Educational Agencies

Dollar threshold used to distinguish between Type A and Type B programs	$ 750,000
Auditee qualified as low-risk auditee?	No

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

Section II – Financial Statement Findings

2025-001 Segregation of Duties (Repeat of 2024-001)

Criteria: A key component of internal control over financial reporting is segregation of duties.

Condition: Due to the size of the District there is limited segregation of duties over bookkeeping, billing and accounting functions. The same individual routinely reconciles the bank statements, makes journal entries, and manages the general ledger functions.

Cause: The District has a limited number of staff.

Effect: Due to the lack of segregation of duties in this area, cash may be subject to misappropriation and unauthorized transactions could occur.

Questioned Costs: None

Recommendation: The Board and Management should made determinations regarding appropriate staffing levels given budgetary restraints. In addition, procedures should be implemented to ensure that duties with respect to handling and recording transactions be segregated or that alternative controls be used to compensate for lack of segregation.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

2025-002 Bank Reconciliations (Repeat of 2024-002)

Criteria: Sound internal control practices and accounting standards dictate that bank reconciliations should be completed accurately and in a timely manner. Timely bank reconciliations help ensure that discrepancies are identified and resolved promptly, reducing the risk of financial misstatements or undetected errors or fraud.

Condition: The District did not complete bank reconciliations timely or accurately throughout the fiscal year. Several bank reconciliations were delayed by multiple months, and errors were identified in the reconciliations that required adjustment. Additionally, various reconciling items were not accurate or supported by sufficient detail.

Cause: The District had turnover in accounting positions and had been unable to timely complete the reconciliation process as a result. .

Effect: Failure to complete bank reconciliations timely and accurately increases the risk of errors or irregularities in the financial records remaining undetected. This could lead to misstated financial statements, errors in cash balances, and potential misuse of funds.

Questioned Costs: None

Recommendation: The District should establish a policy requiring bank reconciliations to be completed within 30 days of month-end, and implement a review process where a second individual reviews reconciliations for accuracy and completeness..

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

2025-003 Missing Payroll Documentation (Repeat of 2024-005

Criteria: Federal regulations require that employee personnel files include signed contracts and completed I-9 forms. Signed contracts establish the terms of employment, including salary and responsibilities, while I-9 forms are legally required to verify an employee's eligibility to work in the United States.

Condition: We identified that signed contracts were missing for multiple employees, and required I-9 forms for some employees were not on file. In addition, we noted where the compensation paid to certain employees did not agree the their contract. This indicates deficiencies in the District's personnel file management and record-keeping practices..

Cause: The absence of these documents appears to result from a lack of robust procedures for ensuring complete and accurate personnel records during the hiring and onboarding process.

Effect: The lack of signed contracts increases the risk of disputes regarding employment terms and compliance issues related to payroll. Missing I-9 forms could expose the District to potential penalties for noncompliance with federal immigration laws.

Questioned Costs: None

Recommendation: The District should establish and enforce procedures to ensure that all required payroll documentation, including signed contracts and I-9 forms, is obtained and properly maintained in employee personnel files. In addition, we recommend a review of existing files for appropriate and accurate information.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

2025-004 Financial Statement Preparation

Criteria: Internal controls should be in operation that provide reasonable assurance of the District's ability to report financial data reliably in accordance with the modified cash basis of accounting.

Condition: The District utilizes its external auditors to prepare the financial statements and related footnotes in accordance with the modified cash basis of accounting.

Cause: The District has chosen to use its external audit firm to assist with preparation of their annual financial statements rather than devoting internal resources.

Effect: The District on its own cannot comply with the regulatory requirements to prepare annual financial statements in accordance with the modified cash basis of accounting.

Recommendation: The Board and Management should make determinations regarding appropriate staffing levels given budgetary restraints.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

2025-005 Missing Expenditure approvals

Criteria: Internal controls should be in operation that provide reasonable assurance that transactions included in the District's accounting records are appropriately approved and recorded.

Condition: Numerous expenditures lacked documentation of authorization or approval of coding.

Cause: Due to staffing constraints and other issues, internal controls were not followed during the year.

Effect: Transactions which were potentially not authorized may be included in the District's accounting records and / or not appropriately reported.

Recommendation: The District should review their policies and procedures for approval of transactions and the associated coding of thereof and ensure that the policies and procedures are appropriately followed.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

2025-006 Interfund loan approvals

Criteria: Internal controls should be in operation that provide reasonable assurance that the use of District resources are appropriately approved and in compliance with regulatory requirements.

Condition: The District loaned resources between funds without appropriate Board approval.

Cause: The Board did not document approval of the interfund loans..

Effect: Resources may not be utilized in accordance with applicable regulatory requirements.

Recommendation: The Board should be made aware of all interfund loans including regulatory requirements thereof and then document their approval in the Board minutes.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

Section III – Federal Award Findings and Questioned Costs

No federal award findings and questioned costs.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-001 Segregation of Duties

Criteria: Internal controls should be in place to ensure proper segregation of duties.

Condition: Due to the size of the District there is limited segregation of duties over bookkeeping, and accounting functions. The same individual routinely reconciles the bank statements, processes payroll, including initiation and control of automated bank transactions; makes journal entries, and manages the general ledger functions.

Cause: The District has a limited number of personnel involved in the accounting functions.

Effect: Because of the lack of segregation of duties, unauthorized transactions could occur.

Current Year Status – Repeated as 2025-001

2024-002 Bank Reconciliations

Criteria: Sound internal control practices and accounting standards dictate that bank reconciliations should be completed accurately and in a timely manner. Timely bank reconciliations help ensure that discrepancies are identified and resolved promptly, reducing the risk of financial misstatements or undetected errors or fraud.

Condition: It was noted that the District did not complete bank reconciliations timely or accurately throughout the fiscal year. Several bank reconciliations were delayed by multiple months, and errors were identified in the reconciliations that required adjustment. Additionally, the District was unable to provide sufficient supporting documentation for outstanding deposits included in the bank reconciliation, totaling $96,153, which could not be validated through alternative audit procedures. Further, an additional $500,000 transaction lacked adequate documentation to substantiate the source or classification of the funds. These deficiencies were primarily due to turnover in accounting positions, outdated accounting software, and a lack of oversight over the reconciliation process.

Cause: The untimely and inaccurate reconciliations appear to be the result of turnover in accounting positions and a lack of oversight over the reconciliation process.

Effect: Failure to complete bank reconciliations timely and accurately increases the risk of errors or irregularities in the financial records remaining undetected. This could lead to misstated financial statements, errors in cash balances, and potential misuse of funds. As noted in the auditor's report, these deficiencies resulted in a qualified opinion on the General Fund and impacted the opinion on the governmental activities, as the General Fund is a major component of the District's financial reporting.

Current Year Status – Repeated as 2025-002

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-003 Activities Fund Accounting

Criteria: Accounting standards and best practices require that all financial activity of the District be recorded accurately and timely in the main general ledger to ensure complete and reliable financial reporting. Proper integration or reconciliation of subsidiary systems, such as the Activities Fund, is essential to meet these requirements.

Condition: The District used a separate software program to account for the Activities Fund, which was not integrated with the primary accounting software. As a result, several months of Activities Fund transactions were not included in the main general ledger during the fiscal year and were corrected through audit adjustments.

Cause: The lack of integration between the two systems and the absence of regular reconciliation processes contributed to the incomplete recording of Financial activity in the main general ledger.

Effect: Failure to include all financial activity in the general ledger increases the risk of incomplete or inaccurate financial reporting. This may lead to misstatements in the financial statements and could hinder the District's ability to make informed financial decisions.

Current Year Status – The accounting for the activities fund was rectified during the current year.

2024-004 Misclassification of General fund Expenditures

Criteria: Expenditures are required to be recorded in the appropriate fund to ensure accurate financial reporting and compliance with legal and regulatory requirements. Funds should be used only for their designated purposes, and transactions should be classified correctly at the time of initial recording.

Condition: During the audit, the audit firm identified instances where General Fund expenditures were recorded in the Activities Fund. This practice misclassifies expenditures and results in inaccuracies in the District's financial statements. The Activities Fund is not intended to serve as a clearing account for transactions that properly belong to other funds.

Cause: The misclassification appears to have been a matter of convenience, potentially due to a lack of clear procedures or staff training on proper fund usage and transaction classification.

Effect: Misclassifying expenditures can result in financial reporting inaccuracies, leading to a misrepresentation of the District's financial position and noncompliance with fund restrictions.

Current Year Status – The accounting for the general fund expenditures was corrected during the current year.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-005 Missing Payroll Documentation

Criteria: Federal regulations require that employee personnel files include signed contracts and completed I-9 forms. Signed contracts establish the terms of employment, including salary and responsibilities, while I-9 forms are legally required to verify an employee's eligibility to work in the United States.

Condition: During testing of payroll, the auditor identified that signed contracts were missing for two employees, and required I-9 forms for some employees were not on file. This indicates deficiencies in the District's personnel file management and record-keeping practices.

Cause: The absence of these documents appears to result from a lack of robust procedures for ensuring complete and accurate personnel records during the hiring and onboarding process.

Effect: The lack of signed contracts increases the risk of disputes regarding employment terms and compliance issues related to payroll. Missing I-9 forms could expose the District to potential penalties for noncompliance with federal immigration laws.

Current Year Status – Repeated as 2025-003

2024-006 Related Party Transactions

Criteria: Sound governance practices and ethical standards require that individuals in positions of authority abstain from decision-making processes, including voting, when they have a direct or indirect financial interest. This is critical for ensuring transparency, avoiding conflicts of interest, and maintaining the integrity of governance decisions.

Condition: During the audit, the auditors noted instances where Board members did not consistently abstain from voting on the approval of payments to themselves or their businesses.

Cause: The failure to abstain appears to be due to insufficient awareness of conflict-of-interest policies and legal requirements, as well as a lack of oversight during the voting process.

Effect: Allowing Board members to participate in approving claims that involve their financial interests undermines transparency and exposes the District to potential ethical and legal challenges.

Current Year Status – Circumstance did not re-occur during current year.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-007 Budget Compliance

Criteria: The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total expenditures for each fund may not exceed the total budgeted expenditures.

Condition: As explained in Note 3 to the financial statements, expenditures exceeded budgeted expenditures as follows: Employee Benefit Fund $3,561, Special Building Fund $24,165, and Activities Fund $37,714.

Cause: Management did not amend the budget to allow for an increase in expenditures in excess of the original budget.

Effect: This is a violation of state law.

Current Year Status – Actual expenditures in two funds exceed budgeted amounts.

Schuyler Community Schools

120 W 20th Street, Schuyler, NE 68661
Phone: 402-352-3527 Fax: 402-352-5552
Dr. Bret Schroder, Superintendent

January 22, 2026

Audit 24–25 Responses to Findings

Segregation of Duties (2025-001) The district hired a full-time bilingual employee in late December 2024 to assist with Business Office operations. This individual has focused on onboarding new employees, payroll, benefits administration, and other related duties. These changes have significantly improved the accuracy and timeliness of essential human resources functions within the Business Office. Additional duties will be reassigned throughout the department to further strengthen internal controls. The receipt of revenues in the general ledger will be shared with another employee who also works with purchase orders and monthly board reports. In addition, bank statement reconciliations will now be reviewed by a separate staff member.

Bank Reconciliations (2025-002) The district is currently reconciling all bank accounts on a monthly basis prior to each board meeting. Additional supervisory review from the board treasurer is currently happening on a monthly basis and another in-house employee will also be added to this process. Timely reconciliations have been consistently performed since last spring and the district is currently in compliance. We believe this area of improvement has been fully addressed for fiscal year 2025–26.

Missing Payroll Documentation (2025-003) The district hired a full-time bilingual employee in late December 2024 to assist with Business Office operations. This individual has focused on onboarding new employees, payroll, benefits administration, and other related duties, resulting in improved accuracy and timeliness of human resources functions. Employee contracts for fiscal year 2025–26 were completed electronically through the new accounting software, with signed copies maintained on file in the Human Resources office. With the implementation of a more thorough onboarding process, required documents such as I-9 forms are now being completed and retained for all employees. We believe this area of improvement has been fully addressed for fiscal year 2025–26.

Financial Statement Preparation (2025-004) With more streamlined processes now in place, the district is evaluating the ability to prepare a greater portion of the financial statements internally. This option will be discussed with the current auditor and the board, without adding additional staff, which may not be feasible due to budget constraints.

Missing Expenditure Approvals (2025-005) With the implementation of the new accounting software, the district has established a comprehensive multi-step approval process for expenditures, including requisition initiation, proper account coding, and board approval of monthly claims. We believe this area of improvement has been fully addressed for fiscal year 2025–26.

Interfund Loan Approval (2025-006) The district utilized interfund loans during fiscal year 2024–25 to address temporary cash flow needs. While the board was aware of these transfers through monthly committee meetings and board reports, the district now understands the importance of additional communication at the board meeting specific to that claim(transfer). This process will be used in any future Interfund transfers that may occur.

***If there are any further questions pertaining to the above reference responses please contact Dr. Bret Schroder bret.schroder@schuylercommunityschools.org

Dr. Bret Schroder
Superintendent

April Becker
K-12 Special Education Administrator

Paulina Medina
Data Steward

Dr. William Robinson
Business Manager

Heather Bebout
Director of Special Services

Vicki Jones
Director of Technology

Samantha Ladwig
PK-12 Director of Curriculum, Instruction, and Assessment

North Central Association • Accredited Since 1914

Schuyler Community Schools

2024-2025 Audit and
2 year Fiscal Review

2024-2025 Audit

✅ Audit Opinion

- **Unmodified (Clean) Opinion**
- Financial statements presented fairly in all material respects
- No material weaknesses reported
- No compliance findings requiring corrective action

💰 Financial Position

- **Ending Net Position:** $15,509,314
- **Increase in Net Position:** $4,390,548
- Strong cash position across all funds
- Debt service funds properly reserved and funded

2024-2025 Audit

📋 Compliance & Controls

- Conducted under **Government Auditing Standards**
- Federal programs reviewed — no major findings
- Deposits fully insured/collateralized
- Minor budget overages (non-material)

🏫 Long-Term Planning

- Bond obligations on schedule
- 2026 capital improvement bonds properly disclosed
- Retirement system fully funded at 103.36% (NPERS)

2024-2025 Audit

⚠️ Noted Disclosure

- 403(b) plan compliance issue identified
- Working with legal counsel
- Financial impact not yet finalized

Overall Conclusion

Strong financial stewardship. Clean audit. Stable fiscal position.

2024-2025 Audit

Audit Findings & Corrective Actions (FY 2024–2025)

🔎 Findings Identified

1. Segregation of Duties
2. Bank Reconciliations
3. Payroll Documentation
4. Financial Statement Preparation
5. Expenditure Approvals
6. Interfund Loan Approval Communication

✅ Corrective Actions Implemented

Strengthened Internal Controls

- Hired full-time bilingual Business Office staff member (Dec. 2024)
- Duties reassigned to improve segregation of responsibilities
- Independent review added to bank reconciliation process

2024-2025 Audit

Improved Financial Oversight

- Monthly bank reconciliations completed prior to board meetings
- Board Treasurer and additional staff now reviewing reconciliations
- Multi-step approval process implemented in new accounting software

Enhanced Documentation & Compliance

- Electronic employee contracts maintained
- Complete onboarding process with required I-9 documentation
- Clearer board communication required for future interfund transfers

Ongoing Evaluation

- Exploring increased internal preparation of financial statements (in consultation with auditor and board

Overall Status

✔ Most findings fully addressed for FY 2025–26

✔ Stronger processes now in place

✔ Increased transparency and board oversight

Prior Year Audit Findings (2023-2024)

Activities Fund & Expenditure Classification

Issue Identified

- Activities Fund maintained in separate software not integrated with main general ledger.
- Several months of transactions required audit adjustments. (Basically not reconciled properly)
- Some General Fund expenditures were incorrectly recorded in the Activities Fund.

Risk

- Incomplete financial reporting.
- Potential financial misstatements.
- Noncompliance with proper fund usage.

Status

✔ Activities Fund fully reconciled and integrated.

✔ Misclassified expenditures corrected.

✔ Recording procedures strengthened.

Prior Year Audit Findings (2023-2024) Cont.

2024-004 – Related Party Transactions

Issue Identified

- Board members did not consistently abstain from voting on payments involving personal financial interests.

Risk

- Conflict of interest concerns.
- Reduced transparency.
- Potential ethical/legal exposure.

Status

✔ Issue did not reoccur in current year.

✔ Governance awareness and oversight improved.

Overall

All prior year findings have been corrected and strengthened controls are now in place.

Two Year Comparison

	2024-2025 Final	2025-2026 Current (not audited)
Total Audited Receipts/Taxes/State Aid	$31,043,266.00	14,350,694
Total Audited Expenditures	$26,594,808.00	14,256,851
Amount Budgeted	$27,878,750.00	29,440,519
Budget Difference	$1,283,942.00	15,183,668
Revenue-Expenditure Difference	$4,448,458.00	$93,842.67
Beginning Audited Cash Balance	$5,959,564.00	
Minus QCPUF (Loan)	$2,500,000	
Minus Nutrition Fund payroll	$450,000.00	
Beginning Cash	$3,009,564.00	

Two Year Comparison By Account Codes

	2024-2025	2025-2026
100's Salary and Benefits (Staff Cost)	10,455,519.45	10,522,243.86
300's - 900's Purchased Services and Supplies (All Other)	1,815,615.78	1,704,531.06
		Total Decrease of $44,360.31

Beginning Cash in Checking

2024-2025 Cash In Bank 9/1/2024	**$609,681**
2025-2026 Cash In Bank 9/1/2025	**$3,009,564**
2026-2027 Cash in Bank Estimate 9/1/2026	**$3,500,000**

Apple Inc. Education Price Quote

Customer:
Vicki Jones
SCHUYLER COMMUNITY SCHOOLS
Phone: 1402-352-3527
Email: vicki.jones@schuylercommunityschools.org

Apple Inc:
Brent Sallee
Phone: (402) 981-8967
Email: brent_sallee@apple.com

Apple Quote:
2214276232

Quote Date:
March 04, 2026

Quote Valid Until:
April 03, 2026

Quote Comments:

Item #	Details	Qty	Unit List Price	Extended List Price
1	**13-inch MacBook Air: Apple M5 chip with 10-core CPU and 8-core GPU, 16GB, 512GB SSD - Silver (Packaged in a 5-pack)** Part Number: MDHL4LL/A **Configuration:** 065-CK9H : Apple M5 chip with 10-core CPU, 8-core GPU, and 16-core Neural Engine 065-CK9N : 16GB unified memory 065-CK9T : 512GB SSD storage 065-CLJ7 : 40W Dynamic Power Adapter with 60W Max 065-CKH6 : None 065-CKGP : Backlit Magic Keyboard with Touch ID - US English 065-CKH1 : Accessory Kit	180	$979.00	$176,220.00
2	**3-Year AppleCare+ for Schools 13-inch MacBook Air (M3/M4/M5) (no service fees)** Part Number: SLTF2LL/A	180	$159.00	$28,620.00
3	**Mosyle OneK12 for iOS, MacOS, and tvOS Subscription License (4 year - View License Agreement https://school.mosyle.com/legal/)** Part Number: HQXM2LL/A	2900	$29.00	$84,100.00

Education List Price Total	**$288,940.00**
Additional Tax	$0.00
Estimated Tax	$0.00
Total Tax	$0.00
Extended Total Price*	**$288,940.00**

**In most cases Extended Total Price does not include Sales Tax*
**If applicable, Recycle/eWaste/CBE Fees for CA Accounts are included. Standard shipping is complimentary*

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Disclosure

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- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

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   - If you do not have a purchase agreement in effect with Apple, please contact csteam.edu@apple.com.

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C. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

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COLUMBUS CARPET
3615 HOWARD BOULEVARD
COLUMBUS, NE 68601
PH: 402-562-6546

2/10/2026

SCHUYLER SCHOOLS - MIDDLE SCHOOL

SCHUYLER, NE 68661
PH: 402-615-0990 - BRETT

RE: FLOORING BID FOR BAND ROOM & COMMON AREA

CARPET TILE - BAND ROOM & COMMON AREA	$	10,057.44
COVE BASE - FOR ALL AREAS	$	750.00
SUNDRIES - ADHESIVES	$	701.00
LABOR:		
REMOVAL / DISPOSAL - ALL AREAS	$	1,968.62
INSTALL CARPET TILE	$	3,937.23
INSTALL COVE BASE	$	750.00
STEPS & RISERS	$	1,040.00
MILEAGE - (6) TRIPS	$	90.00
SALES TAX		EXEMPT
TOTAL	**$**	**19,294.29**

NOTES:
ANY UNFORSEEN FLOOR PREP WILL BE EXTRA
CUSTOMER IS RESPONSIBLE FOR LIFTING / RESETTING TOILET (IF NEEDED)
CUSTOMER IS RESPONSIBLE FOR MOVING FURNITURE AND APPLIANCES

THE PRICING QUOTED IS VALID 30 DAYS FROM DATE OF BID.

STORE POLICY REQUIRES HALF DOWN PRIOR TO ORDERING AND THE REMAINDER DUE UPON COMPLETION.

COLUMBUS CARPET
3615 HOWARD BOULEVARD
COLUMBUS, NE 68601
PH: 402-562-6546

2/4/2026

SCHUYLER SCHOOLS - ELEMENTARY SCHOOL

SCHUYLER, NE 68661
PH: 402-615-0990 - BRETT

RE: FLOORING BID FOR ROOMS 186, 206 & 231

CARPET TILE	$	7,917.36
COVE BASE	$	525.00
SUNDRIES - ADHESIVES	$	373.00
LABOR:		
REMOVAL / DISPOSAL	$	1,129.50
INSTALL CARPET TILE	$	2,376.00
INSTALL COVE BASE	$	525.00
MILEAGE - (3) TRIPS	$	45.00
SALES TAX		EXEMPT
TOTAL	**$**	**12,890.86**

NOTES:
ANY UNFORSEEN FLOOR PREP WILL BE EXTRA
CUSTOMER IS RESPONSIBLE FOR LIFTING / RESETTING TOILET (IF NEEDED)
CUSTOMER IS RESPONSIBLE FOR MOVING FURNITURE AND APPLIANCES

THE PRICING QUOTED IS VALID 30 DAYS FROM DATE OF BID.

STORE POLICY REQUIRES HALF DOWN PRIOR TO ORDERING AND THE REMAINDER DUE UPON COMPLETION.

COLUMBUS CARPET
3615 HOWARD BOULEVARD
COLUMBUS, NE 68601
PH: 402-562-6546

2/4/2026

SCHUYLER SCHOOLS - HIGH SCHOOL

SCHUYLER, NE 68661
PH: 402-615-0990 - BRETT

RE: FLOORING BID FOR FRONT OFFICE, ROOM #4, ANEX AND LIBRARY

CARPET TILE	$	9,566.83
COVE BASE	$	1,125.00
SUNDRIES - ADHESIVES	$	746.00
LABOR:		
REMOVAL / DISPOSAL	$	1,872.00
INSTALL CARPET TILE	$	3,745.17
INSTALL COVE BASE	$	1,125.00
MILEAGE - (5) TRIPS	$	75.00
SALES TAX		EXEMPT
TOTAL	**$**	**18,255.00**

NOTES:
ANY UNFORSEEN FLOOR PREP WILL BE EXTRA
CUSTOMER IS RESPONSIBLE FOR LIFTING / RESETTING TOILET (IF NEEDED)
CUSTOMER IS RESPONSIBLE FOR MOVING FURNITURE AND APPLIANCES

THE PRICING QUOTED IS VALID 30 DAYS FROM DATE OF BID.

STORE POLICY REQUIRES HALF DOWN PRIOR TO ORDERING AND THE REMAINDER DUE UPON COMPLETION.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Genesis Contracting Group, LLC
404 Hill Street
Lincoln, NE 68502

SURETY:
(Name, legal status and principal place of business)
Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

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

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

OWNER:
(Name, legal status and address)
Colfax County School District 19-0123 aka Schuyler Community Schools
401 Adam Street
Schuyler, NE 68661

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Schuyler Community Schools - M/E Upgrades

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of February, 2026

	Genesis Contracting Group, LLC
(Witness)	*(Principal)* *(Seal)*
	(Title) Vice President
	Amerisure Mutual Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Alex Mausbach, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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061110

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DUSTIN COOPER, KEVIN J. STENGER, JACQUELINE L. DREY
JOAN LEU, MAURA P. KELLY, JUSTIN TOMLIN and ALEX MAUSBACH

of First Insurance Group LLC dba FNIC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of November, 2025.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 5th day of November, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of February 2026.

Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 004100
BID PROPOSAL FORM

SEALED BID #2025-140

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

Dr. Bret Schroder, Superintendent
Schuyler Community Schools
Schuyler Community Schools, Superintendent Office
120 W. 20th Street, Schuyler, NE 68661

1.02 FOR:

A. Project: Schuyler Community Schools - M/E Upgrades

B. Address: Schuyler Central High School, 401 Adam St, Schuyler, NE 68661; Schuyler Middle School, 200 West 10th Street, Schuyler, NE 68661; and Schuyler Elementary School, 2404 Denver St., Schuyler, NE 68661

1.03 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Genesis Contracting Group
1. Address 404 Hill Street
2. City, State, Zip Lincoln, NE 68502

B. *Bidders Legal Name:* Genesis Contracting Group LLC

Dated 2/19/26

(a Corporation organized and existing under the laws of the State of Nebraska *)*

or a partnership consisting of: _____ *partners or an individual hereinafter called the bidder.*

Address _____

City, State, Zip _____

Phone No. _____ *Fax No.* _____

1.04 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 2/9/26.
2. Addendum # 2 Dated 2/13/26.
3. Addendum # _____ Dated _____.

The undersigned in compliance with your Invitation for Bids for the Schuyler Community Schools - M/E Upgrades Project, having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, at the prices stated below. The prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

We have included the required 5% security Bid Bond as required by the Instruction to Bidders. Indicate in writing as "Yes" that security is enclosed with this Bid Form:
Yes

For all work described in the specifications and shown on the plans for the project, we agree to perform all work for the sum of:

1.05 BASE BID:

For all work described in the specifications and shown on the plans for the project, we agree to perform all work for Schuyler Community Schools - M/E Upgrades for the Base Bid sum of:

Three Million two hundred eighty-four thousand Dollars

(Amount written in words)

$ 3,284,000.00

(Amount written in figures)

As part of Bid, the Bidder declares that he/she is and will comply with the Nebraska Fair Labor SS73-102 to 73-105 RRS Nebr. in pursuit of its business and in execution of this Contract.

1.06 ALTERNATE BID:

A. Roof tread walking path.

(Add) 171,000.00 Dollars

(Amount written in words)

(Add) $ NA

(Amount written in figures)

1.07 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 30 days from the bid closing date.

B. If this bid is accepted by the Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required Performance and Payment Bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or fail to provide the required Performance and Payment Bonds, the security deposit shall be forfeited as damages to the Owner by reason of failure, limited in amount to the lesser of the face value of the security deposit of the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

If this bid is accepted, we will:

A. Substantially complete all work by: High School, Middle School (Fire Alarm), and Elementary shall be completed by August 3, 2026 with substantial completion on September 15, 2026. Installation of Middle School multi-zone rooftop units and balancing shall be completed by December 31, 2026.

1.09 BID FORM SIGNATURE

A. If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

The Corporate Seal of:

Bidder: Genesis Contracting Group

was hereunto affixed in the presence of:

Authorized Officer, Title: _____

Seal:

END OF SECTION

Project: Schuyler Community Schools - M/E Upgrades
ETI Project No.: 2025-140
Bid Date: February 19, 2026
Bid Time: 2:00 p.m.

SCHUYLER WARRIORS

COMPANY	BID BOND Acknowledged Y/N	ADDENDUMS ACKNOWLEDGED #1 Y/N	ADDENDUMS ACKNOWLEDGED #2 Y/N	BASE BID	ALTERNATE #1 Roof tread walking path.
Genesis	Y	Y	Y	$ 3,284,000	Add: $ 171,000
OTTE	Y	Y	Y	$ 3,395,000	Add: $ 170,000
Bierman	Y	Y	Y	$ 3,409,637	Add: $ 178,200
Sand Creek	Y	Y	Y	$ 3,360,000	Add: $ 165,000
				$	Add: $
				$	Add: $
				$	Add: $
				$	Add: $
				$	Add: $
				$	Add: $

Alternate #1: Provide an ADD alternate price to provide a roof tread walking path.

February 25, 2025

William Robinson, Ed.D.
Business Manager – Schuyler Community Schools
120 W 20th Street
Schuyler, NE 68661

Re: Schuyler Community Schools – M/E Upgrades
ETI Project Number 2025-140

Dear Bill:

Engineering Technologies, Inc. has received and reviewed the February 19, 2025 contactor proposals, submitted per ETI's Project Manual and Specifications for the "Schuyler Community Schools – M/E Upgrades" project. (Qty 4) bids were received and Genesis Contracting Group of Lincoln, NE, submitted the apparent low bid in the amount of $3,284,000.00 Also, as requested on the Bid Form, an Add Alternate Bid was provided in the amount of $171,000.00 to install a roof tread walking path on the high school roof.

Please have the board advise of the acceptance of this base bid and the add alternate. We recommend the contract be awarded to the apparent low bidder, Genesis Contracting Group, if the proposal is accepted.

We have had past experience working with Genesis Contracting Group and believe them to be a reputable Contractor and capable of the work involved with this Project.

We will begin execution of the specified contract between the Owner and Contractor, as outlined in our bid specifications, after the Schuyler Community School Board approval. Please let us know if the bid has been accepted.

If there are any questions, please contact me.

Sincerely,

Derek Kotschwar, PE

Engineering Technologies Inc
Mechanical & Electrical Building Solutions
825 M Street, Suite 200, Lincoln, NE 68508
1101 North 13th Street, Omaha, NE 68102
P 402.476.1273
P 402.330.2772
Innovative.Comprehensive.**Proven**
www.eti-engineers.com

Principals Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernst, PE, Electrical Engineer
Daniel L. Thompson, PE, Mechanical Engineer
Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer
Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical
Tony L. Dupsky, PE, Architectural Engineer - Mechanical
Principal Emeritus Daniel W. Schinstock, PE, Mechanical Engineer

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General Conditions of the Contract for Construction

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

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

THE OWNER:
(Name, legal status and address)

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661

THE CONTRACTOR:
(Name, legal status and address)

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

THE ARCHITECT:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.
(Name, legal status and address)

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

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

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

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

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Approved

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

§ 1.1.10 Provide

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When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.11 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.12 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

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

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

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

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Draw-ings, Specifications, and other documents which the Contractor is per-mitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Con-tractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, speci-fications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

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§ 1.9.3 The Contractor sh al I cause al I Subcontractors or any other per-son or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier ter-mination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patent-able, conceived or made by the Contractor as a result of the Contrac-tor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if the Owner fails to make payments to the Contractor as the Contract Documents require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

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sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.6 EXTENT OF OWNER RIGHTS

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

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of

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Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

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§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or require-ment of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the lndemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the lndemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

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§ 5.3 Subcontractual Relations

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any

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Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work,

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whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

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

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

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provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

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§ 8.3 Delays and Extensions of Time

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

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting intentional 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.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and

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

§ 9.3 Applications for Payment

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

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

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

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

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or

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encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

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

§ 9.4 Certificates for Payment

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

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

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

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§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

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

§ 9.8 Substantial Completion

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

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

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

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

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within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

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

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

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

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written

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agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

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

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

§ 10.3.5 Intentionally omitted.

§ 10.3.6 Intentionally omitted.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of Nebraska in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in Nebraska, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

.5 Every Bond under this Section 11 .1.2 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

.1 The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract

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Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

.2 The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

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

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

§ 11.1.5 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages

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caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Nebraska. Any litigation shall be conducted in the state or federal court that has jurisdiction over the county in which the Project is located.

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§ 13.2 Successors and Assigns

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing.

§ 13.6 GENERAL PROVISIONS

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

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

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

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

§ 13.7 NO ORAL WAIVER

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

§ 13.8 BACKGROUND CHECKS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

.2 An act of government, such as a declaration of national emergency, that requires all Work to be

(Paragraphs deleted)

stopped.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2

(Paragraphs deleted)

Intentionally omitted.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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

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

(Paragraphs deleted)
§ 15.1.7 Intentionally omitted.

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

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

(Paragraphs deleted)

§ 15.4 No Arbitration

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

(Paragraphs deleted)

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Additions and Deletions Report for

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PAGE 1

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

THE OWNER:
(Name, legal status and address)

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661
THE CONTRACTOR:

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

THE ARCHITECT:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.

...

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

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PAGE 10

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

§ 1.1.10 Provide
When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.11 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.12 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

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

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

PAGE 11

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

PAGE 12

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

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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 and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Draw-ings, Specifications, and other documents which the Contractor is per-mitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Con-tractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, speci-fications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.9.3 The Contractor sh al I cause al I Subcontractors or any other per-son or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier ter-mination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patent-able, conceived or made by the Contractor as a result of the Contrac-tor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

PAGE 13

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if ~~(1)~~ the Owner fails to make payments to the Contractor as the Contract Documents ~~require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a~~ require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract ~~Sum under (3) above,~~ Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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PAGE 14

§ 2.6 EXTENT OF OWNER RIGHTS

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

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

PAGE 15

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

...

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

...

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

PAGE 16

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

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shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements ~~may~~ shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
PAGE 17

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.
PAGE 18

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

PAGE 20

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

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

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
PAGE 21

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or require-ment of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the lndemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the lndemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction until the date the Architect issues the final Certificate for Payment.~~ construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
PAGE 24

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

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

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

...

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

...

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

PAGE 25

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

...

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

PAGE 26

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and

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consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

PAGE 28

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

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting intentional 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.

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

...

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

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

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

PAGE 29

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

...

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and~~ Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

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

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

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

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

PAGE 30

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

PAGE 31

§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

PAGE 32

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

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

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

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended ~~use.~~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.
PAGE 33

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.
PAGE 34

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice. The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.
PAGE 35

~~If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be~~

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~~given to the other party within a reasonable time not exceeding 21 days after discovery.~~ Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other ~~party to investigate the matter.~~parties to investigate the matter.

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

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

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

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

...

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

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

PAGE 36

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims,~~

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

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

§ 10.3.5 ~~The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Intentionally omitted.

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

...

§ 11.1.2 The Contractor shall ~~provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of Nebraska in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in Nebraska, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

.5 Every Bond under this Section 11 .1.2 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

.1 The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

.2 The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

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§ 11.1.5 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

PAGE 39

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

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

...

The Contract shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~laws of the State of Nebraska. Any litigation shall be conducted in the state or federal court that has jurisdiction over the county in which the Project is located.

PAGE 40

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the ~~Project, if the lender assumes the Owner's rights and obligations under the Contract Documents.~~ Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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...

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

...

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in ~~writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~writing.

§ 13.6 GENERAL PROVISIONS

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

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

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

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

§ 13.7 NO ORAL WAIVER

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

§ 13.8 BACKGROUND CHECKS

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

PAGE 41

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

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.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~

~~.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~stopped.

PAGE 42

§ 14.1.4 If the Work is stopped for a period of ~~60~~ 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

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

...

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

~~.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or~~

~~.2 that an equitable adjustment is made or denied under another provision of the Contract.~~Intentionally omitted.

PAGE 43

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is ~~later.~~later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and

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shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

PAGE 44

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

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

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

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

§ 15.1.7 Intentionally omitted.

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

PAGE 45

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

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

~~§ 15.3.2~~ ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties~~

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~~or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 No Arbitration

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

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

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:05:15 on 02/27/2026 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 A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017

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

AGREEMENT made as of the 26th day of February in the year 2026
(In words, indicate day, month and year.)

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

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661

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

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

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

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

The Architect:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.
(Name, legal status, address and other information)

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner to the Contractor in writing, which shall be issued no less than ten (10) days prior to the date of commencement.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

May 25, 2026

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

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

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§ 3.3 Substantial Completion

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

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

[X] By the following date: All work at the High School, Middle School (Fire Alarm), and Elementary shall be completed by August 3, 2026 with substantial completion on September 15, 2026. All work regarding the installation of the Middle School multi-zone rooftop units shall be completed by December 31, 2026 with substantial completion on December 31, 2026

§ 3.3.2 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

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million four hundred fifty-five thousand dollars and zero cents ($ 3,455,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, ***included*** in the Contract Sum:

Item	Price
Alternate #1 - Add Alternate to install a roof tread walking path on the high school roof.	$171,000.00 already included in the contract sum

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

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Discovery Allowance	$50,000.00

There is a $50,000 discovery allowance on this project that is included in the base bid. Any unused allowance shall be returned to the Owner and reconciled in the form of a deduct change order.

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

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Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

.1 A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn

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statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 5.1.5.

.3 Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, may be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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 of (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)
All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

§ 6.2

(Paragraphs deleted)
Intentionally omitted.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as
(Paragraphs deleted)
provided in Article 14 of AIA Document A201-2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

William Robinson, Business Manager
Schuyler Community Schools
120 West 20th Street
Schuyler, NE 68661
(402) 352-3527
william.robinson@schuylercommunityschools.org

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

Mitch Holt, President
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502
402-791-0151

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary

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governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

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

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

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

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

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

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

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

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

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

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

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

§ 8.7.11 The Owner shall have the first right of salvage of all copper wire from the project. The Contractor will remove all copper wire during the demolition and place in a pile for the Owner to salvage.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as amended

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications – See Project Manual and Specifications dated January 22, 2026 (318 pages) which is incorporated herein by this reference.

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
No. 1	February 9, 2026	13
No. 2	February 13, 2026	11

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Bret Schroder Superintendent	Mitch Holt President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

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PAGE 1

AGREEMENT made as of the 26th day of February in the year 2026

...

Schuyler Community Schools, a/k/a Colfax County School District 19-0123
120 West 20th Street
Schuyler, NE 68661

...

Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

...

Schuyler Community Schools – M/E Upgrades
120 West 20th Street
Schuyler, NE 68661

The Architect:
For the purposes of this Agreement, the term "Architect," as used throughout this Agreement shall be interpreted to mean "Engineer." All duties, obligations, rights, and responsibilities assigned to the "Architect" within this document shall apply to the Engineer identified as the Prime Consultant for this Project.

...

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508

PAGE 2

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

...

[ ] A date set forth in a notice to proceed issued by the ~~Owner.~~Owner to the Contractor in writing, which

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shall be issued no less than ten (10) days prior to the date of commencement.

[X] Established as follows:

...

May 25, 2026

PAGE 3

[X] By the following date: All work at the High School, Middle School (Fire Alarm), and Elementary shall be completed by August 3, 2026 with substantial completion on September 15, 2026. All work regarding the installation of the Middle School multi-zone rooftop units shall be completed by December 31, 2026 with substantial completion on December 31, 2026

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million four hundred fifty-five thousand dollars and zero cents ($ 3,455,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 - Add Alternate to install a roof tread walking path on the high school roof.	$171,000.00 already included in the contract sum

...

Discovery Allowance	$50,000.00

There is a $50,000 discovery allowance on this project that is included in the base bid. Any unused allowance shall be returned to the Owner and reconciled in the form of a deduct change order.

PAGE 4

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

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

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.1 A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 5.1.5.

.3 Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

PAGE 5

Retainage of ten percent (10%)

...

§ 5.1.7.2 Reduction or limitation of retainage, if any, ~~shall~~ may be as follows:

...

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 of (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

PAGE 6

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

~~§ 6.2 Binding Dispute Resolution~~

~~For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box.)*~~

~~[–] Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

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~~[–] Litigation in a court of competent jurisdiction~~

~~[–] Other *(Specify)*~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~Intentionally omitted.

...

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as ~~follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

provided in Article 14 of AIA Document A201-2017.
PAGE 7

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Schuyler Community Schools
120 West 20th Street
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...

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Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502
402-791-0151

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

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

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

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.3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

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

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

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

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

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

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

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

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

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

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

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

§ 8.7.11 The Owner shall have the first right of salvage of all copper wire from the project. The Contractor will remove all copper wire during the demolition and place in a pile for the Owner to salvage.

PAGE 9

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor, as amended

.2 AIA Document A101™–2017, Exhibit A, Insurance and ~~Bonds~~ Bonds, as amended

.3 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~Construction, as amended

.4 ~~Building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the ~~building information modeling exhibit~~ E203-2013 incorporated into this Agreement.)

...

.6 Specifications – See Project Manual and Specifications dated January 22, 2026 (318 pages) which is incorporated herein by this reference.

...

No. 1	February 9, 2026	13
No. 2	February 13, 2026	11

PAGE 10

Bret Schroder Superintendent

Mitch Holt President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:04:33 on 02/27/2026 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 A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY
SCHUYLER, NEBRASKA

FINANCIAL STATEMENTS

AUGUST 31, 2025
(WITH INDEPENDENT AUDITOR'S REPORTS)

FRANKEL

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

TABLE OF CONTENTS

AUGUST 31, 2025

	Page
Independent Auditor's Report	1 - 3
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position – Modified Cash Basis	4
Statement of Activities – Modified Cash Basis	5 - 6
Fund Financial Statements:	
Statement of Assets and Fund Balances – Modified Cash Basis – Governmental Funds	7
Statement of Receipts, Disbursements and Changes in Fund Balances - Modified Cash Basis - Governmental Funds	8 - 9
Notes to Financial Statements – Modified Cash Basis	10 - 26
Supplemental Schedules:	
Schedule of Expenditures of Federal Awards and Notes	28 - 29
General Fund Components - Combining Schedule of Net Position – Modified Cash Basis	30
General Fund Components - Combining Schedule of Receipts, Disbursements and Changes in Fund Balances – Modified Cash Basis	31 - 32
Non-major Funds - Combining Schedule of Net Position – Modified Cash Basis	33
Non-major Funds - Combining Schedule of Receipts, Disbursements and Changes in Fund Balances – Modified Cash Basis	34
Schedules of Cash Receipts, Disbursements and Fund Balance - Budget and Actual (Unaudited)	
General Fund	35 - 39
Depreciation Fund	40
Employee Benefit Fund	41
Cooperative Fund	42
Qualified Capital Purpose Undertaking Fund	43
Bond Fund	44
Special Building Fund	45
School Nutrition Fund	46
Student Fee Fund	47
Activities Fund	48
Notes to Budgetary Schedules	49

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

TABLE OF CONTENTS

AUGUST 31, 2025

	Page
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	50 - 51
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	52 - 53
Schedule of Findings and Questioned Costs	54 - 60
Summary Schedule of Prior Year Audit Findings	61 - 64
Management's Corrective Action Plan	65

FRANKEL

Frankel, LLC
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INDEPENDENT AUDITOR'S REPORT

Board of Education
Schuyler Community Schools
District 123, Colfax County
Schuyler, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Schuyler Community Schools, District 123, Colfax County (the District), as of and for the year ended August 31, 2025 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the District as of August 31, 2025, and the related receipts, disbursements, and activities arising from cash transactions, for the year then ended in conformity with the modified cash basis of accounting described in Note 1.D.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1.D. of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1.D., and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying General Fund Components - Combining Schedule of Net Position – Modified Cash Basis, General Fund Components - Combining Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances – Modified Cash Basis, Non-major Funds – Combining Schedule of Net Position – Modified Cash Basis and Non-major Funds – Combining Schedule of Receipts, Disbursements, and Changes in Fund Balances – Modified Cash Basis, are presented for purposes of additional analysis and are not required parts of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Schedules of Cash Receipts, Disbursements and Fund Balance - Budget and Actual, but does not include the basic financial statements, supplementary information referenced above and our auditor's reports thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or provide any assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Omaha, Nebraska
January 27, 2026

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF NET POSITION - MODIFIED CASH BASIS

AUGUST 31, 2025

		Governmental Activities
ASSETS		
Cash	$	12,338,829
Cash at County Treasurer		3,170,485
TOTAL ASSETS	**$**	**15,509,314**
NET POSITION		
Restricted for capital outlay	$	1,477,351
Restricted for debt service		4,284,106
Restricted for nutrition program		499,368
Unrestricted		9,248,489
TOTAL NET POSITION	**$**	**15,509,314**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS

YEAR ENDED AUGUST 31, 2025

Functions/Programs		Disbursements	Program Receipts: Charges for Services	Program Receipts: Operating Grants and Contributions	Program Receipts: Capital Grants and Contributions	Net (Disbursements) Receipt and Changes in Net Position: Primary Government Total Governmental Activities
Governmental Activities						
Instruction	$	17,115,339	--	1,883,482	--	(15,231,857)
Student support services		1,841,653	587,873	--	--	(1,253,780)
Instructional support		1,304,661	--	--	--	(1,304,661)
General administration		2,161,058	--	--	--	(2,161,058)
Central and business services		569,237	--	--	--	(569,237)
Operations and maintenance of plant		3,269,305	--	--	151,078	(3,118,227)
Student transportation		353,245	--	18,155	--	(335,090)
Nutrition program		1,619,370	41,968	1,263,626	--	(313,776)
Debt service						
Principal		920,000	--	--	--	(920,000)
Interest		519,555	--	114,018	--	(405,537)
Capital outlay		180,372	--	--	--	(180,372)
Total governmental activities	**$**	**29,853,795**	**629,841**	**3,279,281**	**151,078**	**(25,793,595)**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS - CONTINUED

YEAR ENDED AUGUST 31, 2025

Functions/Programs	Disbursements	Program Receipts: Charges for Services	Program Receipts: Operating Grants and Contributions	Program Receipts: Capital Grants and Contributions	Net (Disbursements) Receipt and Changes in Net Position: Primary Government Total Governmental Activities
General receipts					
Taxes					
Property taxes - general purpose					$ 11,595,965
Property taxes - debt service					1,315,309
Carline taxes					19,207
Motor vehicle tax					677,276
Public Power District sales tax					11,223
Interest					400,621
County fines and licenses					219,175
State aid					3,920,635
State apportionment					646,981
Homestead exemption					289,149
Property tax credit					5,784,392
State and federal funds not restricted for a specific purpose					4,216,536
Other local receipts					1,087,674
Total general receipts					**30,184,143**
CHANGE IN NET POSITION					**4,390,548**
Net position - beginning					11,118,766
NET POSITION - ENDING					**$ 15,509,314**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS

AUGUST 31, 2025

		General Fund	Nutrition Fund	Qualified Capital Purpose Undertaking Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash	$	6,208,100	499,368	3,009,231	954,559	1,667,571	12,338,829
Cash at County Treasurer		2,752,998	--	44,543	275,773	97,171	3,170,485
Total assets	**$**	**8,961,098**	**499,368**	**3,053,774**	**1,230,332**	**1,764,742**	**15,509,314**
FUND BALANCES							
Restricted for:							
Debt service	$	--	--	3,053,774	1,230,332	--	4,284,106
Capital outlay		--	--	--	--	1,477,351	1,477,351
Nutrition program		--	499,368	--	--	--	499,368
Committed							
Student activities		--	--	--	--	287,391	287,391
Assigned for							
Cooperative		31,278	--	--	--	--	31,278
Capital outlay		122,983	--	--	--	--	122,983
Employee benefits		94,275	--	--	--	--	94,275
Unassigned		8,712,562	--	--	--	--	8,712,562
Total fund balance	**$**	**8,961,098**	**499,368**	**3,053,774**	**1,230,332**	**1,764,742**	**15,509,314**

See accompanying notes to financial statements

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS - GOVERNMENTAL FUNDS

YEAR ENDED AUGUST 31, 2025

	General Fund	Nutrition Fund	Qualified Capital Purpose Undertaking Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
RECEIPTS						
Local receipts						
Property taxes	$ 11,189,391	--	194,575	1,120,734	406,574	12,911,274
Carline tax	17,021	--	283	1,286	617	19,207
Public Power District sales tax	9,924	--	173	762	364	11,223
Motor vehicle taxes	677,276	--	--	--	--	677,276
Penalties and interest on taxes	18,608	--	--	--	--	18,608
Interest	231,451	2,676	140,770	9,011	16,713	400,621
Other local receipts	45,884	144	--	1,642	34,321	81,991
Nutrition program receipts	--	41,968	--	--	--	41,968
Student activities	--	--	--	--	587,873	587,873
County receipts	219,175	--	--	--	--	219,175
State receipts	12,337,738	6,010	94,602	128,655	205,734	12,772,739
Federal receipts	4,143,679	1,257,616	114,018	--	--	5,515,313
Nonrevenue receipts	164,417	--	431	--	822,428	987,276
Total receipts	**29,054,564**	**1,308,414**	**544,852**	**1,262,090**	**2,074,624**	**34,244,544**
DISBURSEMENTS						
Instruction	17,115,339	--	--	--	--	17,115,339
Student support services	1,160,069	--	--	--	681,584	1,841,653
Instructional support	1,304,661	--	--	--	--	1,304,661
General administration	2,161,058	--	--	--	--	2,161,058
Central and business services	569,237	--	--	--	--	569,237
Operation and maintenance of plant	3,268,805	--	500	--	--	3,269,305
Student transportation	353,245	--	--	--	--	353,245
Nutrition program	--	1,619,370	--	--	--	1,619,370
Subtotal of disbursements carried forward	$ **25,932,414**	**1,619,370**	**500**	**--**	**681,584**	**28,233,868**

SCHUYLER COMMUNITY SCHOOLS

STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCES
MODIFIED CASH BASIS - GOVERNMENTAL FUNDS - CONTINUED

YEAR ENDED AUGUST 31, 2025

	General Fund	Nutrition Fund	Qualified Capital Purpose Undertaking Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
DISBURSEMENTS (continued)						
Balance carried forward	$ 25,932,414	1,619,370	500	--	681,584	28,233,868
Debt service:		--				
Principal	--	--	--	920,000	--	920,000
Interest	--	--	238,420	281,135	--	519,555
Capital outlay	--		--	--	180,372	180,372
Total disbursements	**25,932,414**	**1,619,370**	**238,920**	**1,201,135**	**861,956**	**29,853,795**
Receipts over(under) disbursements	**3,122,150**	**(310,956)**	**305,932**	**60,955**	**1,212,668**	**4,390,749**
Other financing sources (uses)						
Loans from other funds	2,000,000	--	--	--	--	2,000,000
Loans to other funds	--	--	(2,000,000)	--	--	(2,000,000)
Operating transfers in	--	700,100	--	--	--	700,100
Operating transfers out	(700,000)	--	--	--	(301)	(700,301)
Total other financing sources (uses)	**1,300,000**	**700,100**	**(2,000,000)**	**--**	**(301)**	**(201)**
NET CHANGE IN FUND BALANCES	**4,422,150**	**389,144**	**(1,694,068)**	**60,955**	**1,212,367**	**4,390,548**
Fund balances - beginning	4,538,948	110,224	4,747,842	1,169,377	552,375	11,118,766
FUND BALANCES - ENDING	**$ 8,961,098**	**499,368**	**3,053,774**	**1,230,332**	**1,764,742**	**15,509,314**

1. Summary of Significant Accounting Policies

The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant accounting policies of Schuyler Community Schools, District 123, Colfax County (the District).

A. Reporting Entity

The District's Board of Education is the basic level of government, which has financial accountability and control over all activities related to the public school education in the District. The District receives funding from local, state and federal government sources and must comply with the requirements of these funding source entities. However, the District is not included in any other governmental "reporting entity" as defined by the GASB pronouncement, since the District's board members are elected by the public and have decision making authority, the authority to levy taxes, the power to designate management, the ability to significantly influence operations and primary accountability for fiscal matters.

All significant activities and organizations on which the District's Board exercises oversight responsibility have been included in the District's financial statements.

The criteria for including organizations as component units within the District's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The District holds the corporate powers of the organization.
- The District appoints a voting majority of the organization's board.
- The District is able to impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the District.
- There is fiscal dependency by the organization on the District.

Based on the aforementioned the District has no component units which are required to be included in the accompanying financial statements.

B. Basic Financial Statements - Government-Wide Statements

The government wide statements of net position and of activities report information on the District as a whole. They include all funds of the District. The effects of interfund activity have been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental receipts, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

1. Summary of Significant Accounting Policies - Continued

The statement of activities demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with a specific function or segment. Program receipts include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general receipts.

C. Basic Financial Statements - Fund Statements

The fund financial statements of the District are organized on the basis of funds each of which is considered a separate accounting entity. The District has no funds which would be considered proprietary and fiduciary fund types under GASB and as such all funds are considered governmental funds, as follows:

Governmental Funds:

General Fund – The General Fund is the general operating fund of the District and accounts for all receipts and disbursements of the District not encompassed within other funds. All property tax receipts and other receipts that are not allocated by law, budgetary requirement, or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the new and replacement capital outlay costs that are not paid through other funds are paid from the General Fund.

The General Fund for financial reporting purposes also includes the following components, which are considered funds for budgetary purposes but do not meet the definition as special revenue funds as clarified in GASB 54, or whose activities are insignificant and reporting as part of the General Fund is allowable.

Depreciation Fund – The Depreciation Fund is used to accumulate funds for the eventual purchase of significant capital outlay by reserving such monies from the General Fund.

Employee Benefit Fund – The Employee Benefit Fund is established in order to specifically reserve General Fund money for the benefit of the District employees.

Cooperative Fund – The fund is used to report cooperative activities between the District and one or more public agencies through interlocal agreements. The fund is not maintained on an imprest basis. Since there are no restrictions on the funds accumulated in excess of the annual cooperative agreement contracts, and resources accumulated are available to the District, this fund is considered a component of the General Fund for financial reporting.

1. Summary of Significant Accounting Policies - Continued

C. Fund Types - Continued

School Nutrition Fund – The Nutrition Fund is used to accommodate all aspects of the School Lunch Program and accounts for all receipts and disbursements of all Child Nutrition Programs.

Qualified Capital Purpose Undertaking Fund – The Qualified Capital Purpose Undertaking Fund may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in District buildings, and the repayment of a qualified zone academy bond issued for a qualified special purpose. General Fund expenditures for the purpose of this fund are not allowed.

Bond Fund – This fund accounts for taxes levied and other revenue specifically maintained for the payment of bond principal and interest. Proceeds from bond issuance are deposited and recorded as a receipt in the Special Building Fund. Proceeds from refunding bond issues are deposited and recorded as a receipt in the Bond Fund. The General Fund is used to make bond principal and interest payments if the Bond Fund balance is not sufficient to meet these requirements.

The District reports the following nonmajor governmental funds:

Activities Fund – The Activities Fund is used to account for the financial operations of quasi-independent student organizations, interschool athletics, and other self-supporting or partially self-supporting school activities not part of another fund.

Special Building Fund – The Special Building Fund is established for acquiring or improving sites and buildings, including the construction, alteration, or improvement of buildings.

Student Fee Fund – A Student Fee Fund is established to collect fees for participation in extracurricular activities, post-secondary education costs and summer school or night school. The money shall be expended for the purposes for which it was collected from the students.

D. Basis of Accounting

The District prepares its financial statements on the modified cash basis, which is in conformity with the accounting practices prescribed or permitted by the State of Nebraska Department of Education.

The modified cash basis of accounting is a basis of accounting other than GAAP as established by GASB. The modified cash basis of accounting is based on the recording of cash and cash equivalents and changes therein and only recognizes revenues, expenses, assets, and liabilities resulting from cash transactions, adjusted for modifications that have substantial support in generally accepted accounting principles.

1. Summary of Significant Accounting Policies – Continued

Only cash (and cash equivalents) and items that involve the receipt or disbursement of cash (or equivalents) during the period are recognized, except for the following modifications:

Assets that normally convert to cash and cash equivalents (e.g., certificates of deposit) that arise from transactions and events involving cash or cash equivalents are recognized; and

Taxes and other revenues collected by the County Treasurer are included in revenues of the District in the year collected by the county and the District funds held by the County Treasurer at year end are included as assets of the District. This is in accordance with the requirements of the State of Nebraska Department of Education.

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded in the financial statements. For example, accounts receivable and revenue for billed or provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets, such as property, equipment, and infrastructure, and long-term liabilities, such as debt and compensated absences are not reported. Right-to-use assets and liabilities related to leases and subscription- based technology arrangements are not reported.

If the District utilized accounting principles generally accepted in the United States of America, the fund financial statements for governmental funds would use the modified accrual basis of accounting, and the fund financial statements for proprietary fund types would use the accrual basis of accounting. All government-wide financial statements would be presented in accordance with the accrual basis of accounting.

E. Equity Classification

Government-Wide Statements

Equity is classified as net position and displayed in the following components:

a. Restricted net position

Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors or laws or regulations of other governments; or law through constitutional provisions or enabling legislation.

b. Unrestricted net position

All other assets that do not meet the definition of restricted net position.

1. Summary of Significant Accounting Policies – Continued

E. Equity Classification - Continued

It is the District's policy to use restricted net position first, prior to the use of unrestricted net position, when a disbursement is paid for purposes in which both restricted and unrestricted net positions are available.

Fund Financial Statements

Fund Balance Classification. The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

a. Nonspendable

This classification includes amounts that cannot be spent because they are either not in spendable form or because they are legally or contractually required to be maintained intact. The District currently has no amounts classified in this category.

b. Restricted

This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, of (b) imposed by law through constitutional provisions or enabling legislation.

c. Committed

This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

d. Assigned

This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board delegating this responsibility to the District manager through the budgetary process.

1. Summary of Significant Accounting Policies – Continued

G. Equity Classification - Continued

e. Unassigned

This classification includes the residual fund balance for the General Fund.

The District would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

H. Capital Assets

Capital assets are not recorded as assets on the government-wide or fund financial statements, and depreciation is not recognized. Purchases of capital assets are recorded as disbursements by function in the financial statements.

I. Interfund Balances and Activities

In the process of aggregating the financial information government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified. Interfund activity, if any, within and among the governmental fund categories is reported as follows in the fund financial statements:

a. Interfund loans

Flow of assets from one fund to another where repayment is expected. Outstanding balance of interfund loan are reported as cash receipts and disbursements at end of year.

b. Interfund reimbursement

Repayment from funds responsible for certain disbursements to the funds that initially paid for them are not reported as reimbursements but as adjustments to disbursements in the respective funds.

c. Interfund transfers

Flow of assets from one fund to another where repayment is not expected are reported as cash receipts and disbursements.

The district made the following transfers or loans during the year ended August 31, 2025:

QCPUF to the General Fund	$ 2,000,000
General Fund to the Nutrition Fund	$ 700,000

1. Summary of Significant Accounting Policies – Continued

J. Long-Term Obligations

Long-term debt is not reported as a liability in the government-wide or fund financial statements. Proceeds from long-term debt are reported as receipts and payments of principal are reported as disbursements in both the government-wide and fund financial statements.

K. Budget Process and Property Taxes

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements lapse at year-end. Any revisions to the adopted budget of total disbursements to any fund require a public hearing. State statutes of the Nebraska budget Act provide the prescribed budget practices and procedures that governing bodies are required to follow. The amounts that may be budgeted for certain specific funds are subject to various disbursements and/or tax levy limitations.

The property tax requirement resulting from the budget process is utilized to establish the tax levy in accordance with State statutes, which tax levy attaches as an enforceable lien on property within the District as of January 1. Taxes are due as of that date. One-half of the real estate taxes due January 1 become delinquent after the following May 1, with the second one- half becoming delinquent after September 1.

L. Compensated Absences

In accordance with the modified cash basis of accounting, vacation and sick leave are recorded when paid.

M. Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting used by the District requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from those estimates.

N. Right to Use Assets

Right-to-use assets are not recorded as assets on the government-wide or fund financial statements, and amortization is not recognized. Likewise, the related liabilities for these leases and subscription-based technology arrangements are not recognized in the financial statements. Payment on all leases and subscription-based technology arrangements are recorded as disbursements by function in the financial statements.

2. Deposits and Investments

For the following disclosures, deposits, including checking accounts, savings accounts, money market accounts and certificates of deposit, are all classified as cash or cash and cash equivalents on the financial statements.

The District's cash and investments are reported as follows:

Governmental-type activities	$ 12,338,829

The carrying value (fair value) of the cash and investments consisted of the following:

Checking and savings accounts	$ 12,338,829

As of August 31, 2025, there were no certificates of deposit maturing beyond one year.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of August 31, 2025, all of the District's deposits with financial institutions were fully insured or collateralized by securities held in the District's name in the form of joint safekeeping receipts. State law requires all funds in depositories to be fully insured or collateralized, and the District's policy is to require depositories to provide pledged securities to cover deposits in excess of Federal Deposit Insurance Corporation (FDIC) insured limits.

Investments

Nebraska Statutes provide that the District may, by and with the consent of the Board of Education of the District, invest the funds of the District in securities, including repurchase agreements, the nature of which individuals of prudence, discretion and intelligence acquire or retain in dealing with the property of another. At August 31, 2025, the District had no such investments.

2. Expenditures in Excess of Budgeted Amounts

During the year ended August 31, 2025, expenditures in the District's Employee Benefit Fund exceeded budget by $883, and the Cooperative Fund exceeded budget by $1,517 due to last minute expenditures which did not provide time for budget amendments.

3. Funds Held by County Treasurer

The following balances were held by the Butler, Colfax, and Saunders County Treasurers for the District as of August 31, 2025.

	Butler County	Colfax County	Saunders County	Total
General Fund	264,606	2,488,392	--	2,752,998
Building Fund	9,540	87,631	--	97,171
Bond Fund	27,730	248,043	--	275,773
Qualified Capital Purpose Undertaking Fund	4,373	40,170	--	44,543
Totals	$ 306,249	2,864,236	--	3,170,485

4. Long-Term Debt-Bonds

Series 2010 Qualified School Construction Bonds (QSCB) (Direct Placement)

Qualified School Construction Bonds payable in the original amount of $4,585,000 which originated November 10, 2010, were issued for the purpose of building additions to the high school and grade school. No bond principal payments are due for 15 years with the entire balance of $4,585,000 being payable on December 15, 2025. Interest of 5.2% is payable semi-annually on June 15 and December 15, commencing June 15, 2011. The final payment is due December 15, 2025. Under the program, a refundable tax credit is received semi-annually for 15 years from the U.S. Treasury through December 15, 2025. The refundable tax credit amount is determined by the Treasury Department as the lesser of the bond rate as paid or the rate as published in Treasury Department regulations. The bonds are being retired from the Qualified Capital Purpose Undertaking Fund.

Series 2019 General Obligation Refunding Bonds (Direct Placement)

Bonds payable in the amount of $16,980,000 were issued May 22, 2019. The purpose of the bonds was to build an addition to the high school building. Principal bond payments are due annually starting on December 15, 2019. Interest rates of 4.00% are payable semi-annually on June 15 and December 15, commencing on December 15, 2019. The final payment was originally scheduled to be paid on December 15, 2039.

On September 30, 2020, the District issued Series 2020 General Obligation Refunding Bonds to advance refund a portion of the Series 2019 Bonds. The proceeds from the 2020 Bonds were placed in an escrow account to defease the 2019 bonds until their May 22, 2024 effective call date.

As of May 22, 2024, $13,190,000 of the Series 2019 bonds were paid off from the escrow account, leaving a remaining balance of $665,000 to be paid on December 15, 2025 in accordance with the original debt service schedule.

4. Long-Term Debt-Bonds - Continued

Series 2020 General Obligation Refunding Bonds (Direct Placement)

Bonds payable in the amount of $16,190,000 were issued on September 30, 2020. The purpose of the bonds was to advance refund a portion of the District's General Obligation and Refunding Bonds, Series 2019. Principal bond payments are due annually starting on December 15, 2020. Interest rates ranging from 0.413% to 2.372% are payable semi-annually on June 15 and December 15. The final payment is due December 15, 2039. The bonds are being retired from the Bond Fund.

The district has no unused lines of credit at August 31, 2025, and none of their long-term debt agreements have terms related to default or termination events with finance-related consequences, or subjective acceleration clauses.

The following is a summary of long-term debt transactions of the District for the year ended August 31, 2025.

	Balance August 31, 2024	Additions	Payments	Balance August 31, 2025	Amounts due within one year
Series 2020 Refunding Bonds	$ 15,260,000	--	255,000	15,005,000	895,000
Series 2019 Refunding Bonds	665,000	--	665,000	--	--
Series 2010 QSCB	4,585,000	--	--	4,585,000	4,585,000
Total bonds	**$ 20,510,000**	**--**	**920,000**	**19,590,000**	**5,480,000**

The above bonds mature as follows:

Year ending August 31,	Principal	Interest	Total
2026	$ 5,480,000	381,771	5,861,771
2027	905,000	254,103	1,159,103
2028	915,000	243,844	1,158,844
2029	930,000	231,732	1,161,732
2030	940,000	217,779	1,157,779
2031 – 2035	4,945,000	841,266	5,786,266
2036 – 2040	5,475,000	316,440	5,791,040
	$19,590,000	**2,486,535**	**22,076,535**

5. Transfers

The General Fund transferred $64,293 to the Employee Benefit Fund and $60,000 to the Cooperative Fund for support during the fiscal year.

6. Commitments and Contingencies

The District participates in a number of state and federally assisted programs. These programs are subject to financial and compliance audits of various agencies and departments, many of which have not yet been performed. The District's management believes that the amount of expenditures, if any, which may be disallowed by the granting agencies, would not be significant.

7. Tax Abatements

The District is subject to tax abatements granted by Schuyler Community Redevelopment Authority (CRA), a component unit of the City of Schuyler, who has entered into tax increment financing (TIF) agreements with various redevelopers. The incremental increase in valuation from the development is not included in the District's available valuation base until the TIF agreement has expired, which is generally 15 years. The incremental taxes, including the District's share is returned to the developer, effectively rebating the taxes on the increased valuation.

Information relevant to the tax abatements impacting the District for the year ending August 31, 2025, are as follows:

Total TIF valuation 2024	5,673,205
District's total levy (per $100 valuation)	1.054986
District's share of tax abatements	59,852

8. Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of the above risks of loss. Management believes that the coverage is adequate to preclude any significant uninsured risk of exposure to the District. Settled claims in the past three years have not exceeded the coverages.

9. Leases

Copy machines were leased during July 2025, for a term of 60 months. At the end of the lease, the District has the option to purchase the equipment at fair market value, renew the agreement, or return the equipment. Payment terms are $12,808 per month. There were no other contingent or sublease rentals related to the lease.

Year Ending August 31,	
2026	$ 153,696
2027	153,696
2028	153,696
2029	153,696
2030	128,080

10. Contingency for 403B Plan

During the fiscal year, it was identified that the District's 403(b) retirement plan had engaged in discriminatory practices in prior periods. The District is currently working with legal counsel to evaluate the necessary steps to address the issue and ensure compliance with applicable regulations. At this time, the District cannot reasonably estimate the financial impact, if any, that may arise from this matter.

11. Subsequent Events

Management evaluated transactions and events occurring subsequent to August 31, 2025, and through January 27, 2026, the date the financial statements were available to be issued, to determine whether any events should be recognized or disclosed in these statements. There were no material transactions or events in subsequent period requiring disclosure or recognition in the financial statements other than a new bond issue discussed below.

At their December 8, 2025 meeting, the Board of Education approved the issuance of no more than $3.5 million of Limited Tax School Improvement Bonds, Series 2026 to fund capital improvements. On January 15, 2026, the District issued $3,280,000 of bonds bearing interest between 3.25% and 3.65%, maturing at various times until December 15, 2035 and requiring semiannual interest payments.

12. Retirement Plan

The District contributes to the Nebraska School Employees Retirement System, a cost-sharing multiple-employer defined benefit pension plan administered by the Nebraska Public Employees Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions.

In 1945, the Nebraska Legislature enacted the law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2024, there were 263 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school employees in Nebraska, other than those who have their own retirement plans (Class V school districts, Nebraska State Colleges, University of Nebraska, Community Colleges), are members of the plan.

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to $3.50 per year of service; or 2) the monthly average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of two percent, and an actuarial factor based on age.

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to $3.50 per year of service; or 2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of two percent, and an actuarial factor based on age.

Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later. Vested members are eligible to receive an unreduced retirement benefit at age 65.

12. Retirement Plan - Continued

A member's age will determine eligibility to begin receiving a monthly benefit and if those benefits are reduced or unreduced. Benefit calculations vary with early retirement. At ages 55 to 64, members who are in tier one, two, or three may qualify to receive unreduced benefits under the "Rule of 85" if the member's attained age plus creditable service equals 85 or greater. At ages 60 to 64, members may qualify to receive unreduced benefits under the tier four "Rule of 85" if the member's attained age plus creditable Service equals 85 or greater.

For school employees who became members prior to July l, 2013, the benefit paid to a retired member or beneficiary receives an annual cost of living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or two and one-half percent. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75 percent of the purchasing power of the initial benefit.

For school employees who became members on or after July l, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or one percent. There is no purchasing power floor for employees who fall under this tier.

Contributions

The State's contribution is based on an annual actuarial valuation. In addition, the State contributes an amount equal to two percent of the compensation of all members. This contribution is considered a nonemployer contribution since school employees are not employees of the State. The employee contribution was equal to 9.78 percent from July 1, 2023, to June 30, 2024 (and from July 1, 2024 through, June 30,2025 when the contribution changed to 8.00 percent). The school district (employer) contribution is 101 percent of the employee contribution. The District's contribution to the Plan for the year ended August 31, 2025 was $1,364,856.

For the District's year ended August 31, 2025, the District's total payroll for all employees was $14,711,064. The total covered payroll was $14,230,498. Covered payroll refers to all compensation paid by the District to active employees covered by the Plan.

Pension Liabilities

At June 30, 2024 the District had a liability of $2,654,404 for its proportionate share of the net pension liability. (This liability is not recorded in the accompanying modified cash basis financial statements.) The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The NPERS School Plan was 103.36% funded as of June 30, 2024 based on actuarial calculations comparing total pension liability to the plan fiduciary net position. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2024, the District's proportion was 0.580481 percent, which was a decrease of 0.027347 percent from its proportion measured as of June 30, 2023.

12. Retirement Plan - Continued

For the year ended June 30, 2024, the District's allocated pension expense was $499,839.

Actuarial Assumptions

The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.35%
Salary increases, including wage inflation	2.85%-12.85%
Cost-of-Living Adjustment	Members hired before January 1, 2013: 2.05% per annum, compounded annually. Members hired on or after January 1, 2013: 1.00% per annum, compounded annually.
Investment Rate Return, net of investment expense, including price inflation	7.00%

The School Plan's pre-retirement mortality rates were based on the Pub-2010 General Members (Above Median) Employee Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the ultimate rates.

The School Plan's post-retirement mortality rates were based on the Pub-2010 General Members (Above Median) Retiree Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the ultimate rates.

The School Plan's beneficiary mortality rates were based on the Pub-2010 General Members (Above Median) Retiree Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the ultimate rates.

The School Plan's disability mortality rates were based on the Pub-2010 Non-Safety Disabled Retiree Mortality Table (static table).

The actuarial assumptions used in the July 1, 2024, valuations for the School plan is based on the results of the most recent actuarial experience study, which covered the four year period ending June 30, 2019. The experience study report is dated December 21, 2020.

12. Retirement Plan - Continued

The long-term expected real rate of return on pension plan investments was based upon the expected long-term investment returns provided by a consultant of the Nebraska Investment Council, who is responsible for investing the pension plan assets. The return assumptions were developed using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plans' target asset allocation as of June 30, 2024, (see the discussion of the pension plan's investment policy) are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return *
U.S. Equity	27.0%	4.5%
Non-U.S. Equity	11.5%	5.8%
Global Equity	19.0%	5.3%
Fixed Income	30.0%	0.7%
Private Equity	5.0%	7.4%
Real Estate	7.5%	4.2%
Total	100.0%	

*Arithmetic mean, net of investment expenses.

Discount Rate

The discount rate used to measure the Total Pension Liability at June 30, 2024, was 7.0 percent. The discount rate is reviewed as part of the actuarial experience study, which was last performed for the period July 1, 2015 through June 30, 2019. The actuarial experience study is reviewed by the NPERS Board, which must vote to change the discount rate.

The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and contributions from employers and nonemployers will be made at the contractually required rates, actuarially determined. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability. The projected future benefit payments for all current plan members were projected through 2120.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.

12. Retirement Plan - Continued

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) that the current rate:

	Discount rate	District's proportionate Share of net pension liability (asset)
1% decrease	6.0%	$ 8,388,046
Current discount rate	7.0%	(2,654,404)
1% increase	8.0%	(11,708,217)

Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued Nebraska Public Employees Retirement Systems Plan financial report. NPERS issues a publicly available financial report that includes financial statements and required supplementary information for NPERS. That report may be obtained via the internet at: http://www.auditors.nebraska.gov.

13. Early Retirement Incentive Program

The District offers an Early Retirement Incentive Program for full-time certified teachers and administration to offer financial incentives that will assist long-term employees considering early retirement and early leave decisions. To participate in the program, the employee submits a written application by February 1 prior to the school year in which the employee wishes to discontinue full-time employment. The employee must be fifty-five (55) years of age on or before September 1 of the employee's final contract year and must have at least ten (10) creditable years of service with a master's degree in education.

The Board of Education shall select up to four (4) eligible employees to participate in the plan each fiscal year. In the event the total number of eligible employees electing for early retirement exceeds four (4) employees, the Board of Education bases their selection of eligible employees based on the following criteria:

- Previous Application Denied
- Highest Salary
- Number of Year of Services
- Tiebreaker (Random Selection)

13. Early Retirement Incentive Program - Continued

A qualified certificated employee who has been accepted for participation in the ERIP shall receive the following ERIP benefits during the three (3) fiscal years immediately following the participant's retirement:

- A ten thousand dollar ($10,000) contribution to a Health Reimbursement Account (HRA) to be credited to the employee in three (3) equal installments as the beginning of each of the three (3) years.
- A non-elective contribution to a 403(b) annuity or custodial account selected by the participant in an amount equal to two percent (2%) of his/her schedule salary at the 1.0 Full Time Equivalent (FTE) during the employee's final contract multiplied by the number of years creditable services with the District, up to the maximum of twenty-five thousand dollars ($25,000). The contribution shall be paid in six (6) installments of the three (3) fiscal years.

The District made $93,320 in payments for the ERIP for the year ended August 31, 2025. The total future payments required to be paid under the ERIP is $139,980.

SUPPLEMENTAL SCHEDULES

SCHUYLER COMMUNITY SCHOOLS

SUPPLEMENTAL SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NOTES

YEAR ENDED AUGUST 31, 2025

FEDERAL GRANTOR *Pass through Grantor* Program Title	Federal Assistance Listing #	Pass-through Entity Identifying #	Expenditures	
U.S. DEPARTMENT OF EDUCATION				
Passed through State Department of Education				
Special Education Cluster (IDEA)				
Special Education (IDEA, Part B)	84.027	19-0123	$ 173,189	
Special Education (IDEA Preschool)	84.173	19-0123	1,869	$ 175,058
Title I Grants to Local Educational Agencies	84.010	19-0123		742,768
Title III - LEP and Immigration Grants	84.365	19-0123		164,218
Twenty-First Century Community Learning Centers	84.287	19-0123		270,865
Total U.S. Department of Education				1,352,909
U.S. DEPARTMENT OF AGRICULTURE				
Child Nutrition Cluster				
Passed through Nebraska Department of Health and Human Services				
Food Donation - non-cash award	10.555	19-0123	72,109	
Passed through State Department of Education				
School Breakfast Program	10.553	19-0123	156,347	
National School Lunch Program	10.555	19-0123	883,142	
Summer Food Services Program for Children	10.559	19-0123	172,067	
Fresh Fruit and Vegetable Program	10.582	19-0123	38,106	
Total Child Nutrition Cluster				1,321,771
Passed through State Department of Education				
Child and Adult Care Food Program	10.558	19-0123		904
Local Food for Schools Cooperative Agreement	10.185	19-0123		7,051
Total U.S. Department of Agriculture				1,329,726
Total Federal Awards Expended				**$ 2,682,635**

SCHUYLER COMMUNITY SCHOOLS

SUPPLEMENTAL SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NOTES - CONTINUED

YEAR ENDED AUGUST 31, 2025

Note to Schedule of Expenditures of Federal Awards

Basis of Presentation - The above schedule has been prepared on the cash basis of accounting and includes all expenditures of federal awards during the fiscal year regardless of when the related federal funds were received.

Federal Expenditures - Federal reimbursements for the National School Lunch Program (10.555) are based on approved rates for services provided and are not reimbursements for specific expenditures. Therefore, this amount represents cash received rather than federal expenditures.

Subrecipients - The District expended no awards to subrecipients during the year.

Food Distribution - Nonmonetary assistance is reported in the schedule at fair market value of the commodities received and disbursed.

Indirect Cost Rate - The District did not elect to use the 10% or 15% de minimis cost rates when applicable.

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF NET POSITION - MODIFIED CASH BASIS

AUGUST 31, 2025

		General	Depreciation	Employee Benefit	Cooperative	Reclassifi-cations	Total General Fund
ASSETS							
Cash	$	5,959,564	122,983	94,275	31,278	--	6,208,100
Cash at county treasurers		2,752,998	--	--	--	--	2,752,998
TOTAL ASSETS	**$**	**8,712,562**	**122,983**	**94,275**	**31,278**	--	**8,961,098**
FUND BALACES							
Assigned							
Cooperative	$	--	--	--	31,278	--	31,278
Capital outlay		--	122,983	--	--	--	122,983
Employee benefits		--	--	94,275	--	--	94,275
Unassigned		8,712,562	--	--	--	--	8,712,562
TOTAL FUND BALANCE	**$**	**8,712,562**	**122,983**	**94,275**	**31,278**	--	**8,961,098**

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE
- MODIFIED CASH BASIS

AUGUST 31, 2025

	General	Depreciation	Employee Benefit	Cooperative	Reclassifi-cations	Total General Fund
RECEIPTS						
Local receipts						
Property taxes	$ 11,189,391	--	--	--	--	11,189,391
Carline tax	17,021	--	--	--	--	17,021
Public Power District sales tax	9,924	--	--	--	--	9,924
Motor vehicle taxes	677,276	--	--	--	--	677,276
Penalties and interest on taxes	18,608	--	--	--	--	18,608
Interest	227,703	1,916	1,513	319	--	231,451
Other local receipts	38,445	--	--	7,439	--	45,884
County receipts	219,175	--	--	--	--	219,175
State receipts	12,337,738	--	--	--	--	12,337,738
Federal receipts	4,143,679	--	--	--	--	4,143,679
Non-revenue receipts	164,306	--	111	--	--	164,417
TOTAL RECEIPTS	29,043,266	1,916	1,624	7,758	--	29,054,564

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE - CASH BASIS - CONTINUED

AUGUST 31, 2025

	General Fund	Depreciation Fund	Employee Benefit Fund	Cooperative	Reclassifi-cations	Total General Fund
DISBURSEMENTS						
Instruction	$ 15,320,723	--	96,681	--	1,697,935	17,115,339
Student support services	1,094,851	--	--	65,218	--	1,160,069
Instructional support	1,304,661	--	--	--	--	1,304,661
General Administration	2,161,058	--	--	--	--	2,161,058
Central and business services	569,237	--	--	--	--	569,237
Operations and maintenance of plant	3,268,805	--	--	--	--	3,268,805
Student transportation	353,245	--	--	--	--	353,245
State categorical programs	469,319	--	--	--	(469,319)	--
Federal programs	1,352,909	--	--	--	(1,352,909)	--
TOTAL DISBURSEMENTS	**25,894,808**	**--**	**96,681**	**65,218**	**(124,293)**	**25,932,414**
RECEIPTS OVER DISBURSEMENTS	**3,148,458**	**1,916**	**(95,057)**	**(57,460)**	**124,293**	**3,122,150**
OTHER FINANCING SOURCES(USES)						
Loans from other funds	2,000,000	--	--	--	--	2,000,000
Transfers in	--	--	64,293	60,000	(124,293)	--
Transfers out	(700,000)	--	--	--	--	(700,000)
TOTAL OTHER FINANCING SOURCES(USES)	**1,300,000**	**--**	**64,293**	**60,000**	**(124,293)**	**1,300,000**
NET CHANGE IN FUND BALANCE	**4,448,458**	**1,916**	**(30,764)**	**2,540**	**--**	**4,422,150**
FUND BALANCE, beginning of year	4,264,104	121,067	125,039	28,738	--	4,538,948
FUND BALANCE, end of year	**$ 8,712,562**	**122,983**	**94,275**	**31,278**	--	**8,961,098**

Continued

SCHUYLER COMMUNITY SCHOOLS

NONMAJOR FUNDS
COMBINING SCHEDULE OF NET POSITION - MODIFIED CASH BASIS

AUGUST 31, 2025

	Activities Fund	Special Building Fund	Student Fee Fund	Total
ASSETS				
Cash	$ 201,337	1,380,180	86,054	1,667,571
Cash at county treasurers	--	97,171	--	97,171
TOTAL ASSETS	**$ 201,337**	**1,477,351**	**86,054**	**1,764,742**
FUND BALACES				
Restricted for				
Capital outlay	$ --	1,477,351	--	1,477,351
Committed				
Student activities	201,337	--	86,054	287,391
TOTAL FUND BALANCES	**$ 201,337**	**1,477,351**	**86,054**	**1,764,742**

SCHUYLER COMMUNITY SCHOOLS

NONMAJOR FUNDS - COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN NET POSITION - MODIFIED CASH BASIS

YEAR ENDED AUGUST 31, 2025

	Activities Fund	Special Building Fund	Student Fee Fund	Total
Receipts				
Local receipts				
Property taxes	$ --	406,574	--	406,574
Carline taxes	--	617	--	617
Public Power District sales tax	--	364	--	364
Interest	--	15,726	987	16,713
Other local receipts	--	734	33,587	34,321
Student activities	587,873	--	--	587,873
State receipts	--	205,734	--	205,734
Other receipts	--	822,428	--	822,428
Total receipts	**587,873**	**1,452,177**	**34,574**	**2,074,624**
Disbursements				
Student support services	681,831	--	(247)	681,584
Capital outlay	--	180,372	--	180,372
Total disbursements	**681,831**	**180,372**	**(247)**	**861,956**
Receipts over(under) Disbursements	(93,958)	1,271,805	34,821	1,212,668
Other Financing Sources (Uses)				
Loans from other funds	--	--	--	--
Transfers	(301)	--	--	(301)
Total other financing sources (uses)	301	--	--	301
Net Change in Fund Balances	(94,259)	1,271,805	34,821	1,212,367
Fund Balances - beginning of year	295,596	205,546	51,233	552,375
Fund Balances - end of year	**$ 201,337**	**1,477,351**	**86,054**	**1,764,742**

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, BEGINNING OF YEAR	$ 3,882,643	4,264,104
RECEIPTS		
Local sources		
1100 Property taxes - general purpose	16,539,099	11,189,391
1115 Carline tax	18,000	17,021
1120 Public Power District sales tax	--	9,924
1125 Motor-vehicle taxes	600,000	677,276
1140 Penalties and interest on taxes	--	18,608
1510 Interest	50,000	227,703
1740 Fees	--	--
1800 Revenue from community service activities	--	20,586
1911 Local license fees and fines	4,000	4,300
1920 Contributions and donations from private sources	--	--
1925 Categorical grants from other private interests	5,000	--
1990 Miscellaneous local receipts	--	13,559
	17,216,099	**12,178,368**
County sources		
2110 County fines and licenses	130,000	218,316
2210 ESU receipts	--	859
	130,000	**219,175**
State sources		
3110 State aid	3,920,635	3,920,635
3120 SPED (school age)	908,217	1,547,410
3125 SPED transportation (school age)	2,000	18,155
3130 Homestead exemption	--	255,878
3131 Property tax credit	--	5,391,955
3133 Nameplate capacity tax	--	--
3166 School age flex funding	--	89,002
3180 Prorate motor vehicle	40,000	35,543
3400 State apportionment	250,000	646,981
3535 High ability learners	13,000	14,165
3541 Early childhood endowment grants	--	336,072
3551 Career Education	--	5,104
3599 State grants	250,000	76,838
	$ **5,383,852**	**12,337,738**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
RECEIPTS - continued		
Federal sources		
4105 Universal Services Fund	$ --	41,745
4505 Title I , Part A: ESSA	670,000	825,370
4509 Title II, Part A: ESSA	--	112,936
4516 IDEA Preschool base enrollment poverty allocation	--	--
4518 IDEA Part B base enrollment poverty	428,237	271,512
4525 Carl Perkins	--	--
4527 Title III, Part A: ESSA	--	166,046
4531 Title IV, Part B: 21st Century Community Learning	40,000	146,857
4708 Medicaid in public schools (MIPS)	70,000	--
4709 Medicaid administrative activities (MAAPS)	15,000	--
4969 Title IV, Part A	--	80,887
4989 ARP ELC Summerschool	--	--
4997 ESSER II	--	--
4998 ESSER III	1,467,000	2,498,326
	2,690,237	**4,143,679**
Nonrevenue receipts		
5300 Funds transfers in	--	--
5300 Proceeds from the disposal of personal property	--	--
5301 Insurance adjustments	--	151,078
5690 Other non-revenue receipts	--	13,228
9004 Interfund loan from QCPUF	--	2,000,000
	--	**2,164,306**
Total Receipts	**25,420,188**	**31,043,266**
Total funds available	**$ 29,302,831**	**35,307,370**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND
FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
DISBURSEMENTS		
Instruction		
1100 Regular instruction	$ 14,038,250	9,833,960
1125 Regular instructional programs - school age (flex-spending)	--	81,819
1150 Limited English proficiency programs	--	767,168
1160 Poverty programs	--	1,119,234
1190 Early childhood educational programs	--	460,633
1200 Special education instructional programs - school age	2,400,000	2,605,883
1291 Special education instructional programs - ages 3-5	--	173,784
1292 Special education instructional programs - ages 0-2	--	21,885
1300 Summer school	--	256,357
	16,438,250	**15,320,723**
Support services - students		
2110 Attendance and social work services	1,450,000	--
2120 Guidance services	--	472,749
2130 Health services	--	208,602
2140 Psychological services	--	--
2141 Psychological services: SPED school age	--	139,333
2142 Psychological services: SPED ages 3-5	--	7,411
2143 Psychological services: SPED ages 0-2	--	1,482
2150 Speech pathology & audiology services	--	117,287
2151 Speech pathology - SPED school age	--	83,077
2153 Speech pathology - SPED ages 0-2	--	8,740
2161 Occupational therapy - SPED school age	--	7,112
2162 Occupational therapy - SPED ages 3-5	--	77
2163 Occupational therapy - SPED ages 0-2	--	2,914
2171 Physical therapy - SPED school age	--	864
2173 Physical therapy - SPED ages 0-2	--	164
2181 Visually impaired - SPED school age	--	--
2190 Support services - other	--	45,039
	1,450,000	**1,094,851**
Support services - instruction		
2210 Improvement of instruction	1,123,500	186,505
2211 School improvement	--	68,031
2213 Instructional staff training	--	24,486
2214 Implementation of standards	--	608
2220 Library/media services	--	268,760
2224 Educational television services	--	--
2230 Instruction-related technology	--	756,271
2290 Support services - other	--	--
	$ **1,123,500**	**1,304,661**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
DISBURSEMENTS - continued		
Support services - general administration		
2310 Board of education	$ 80,000	26,893
2320 Executive administration	400,000	518,428
2330 District legal services	50,000	87,974
2410 Office of the principal	1,550,000	1,332,514
2490 School administration - other	--	195,249
	2,080,000	**2,161,058**
Central services		
2510 Fiscal services	280,000	425,459
2520 Purchasing and warehousing services	--	--
2560 Public information services	--	1,315
2570 Personnel services	--	142,463
	280,000	**569,237**
Operations and maintenance of plant		
2610 Operation of buildings	2,700,000	1,332,255
2620 Maintenance of buildings	--	1,599,815
2630 Care and upkeep of grounds	--	119,056
2650 Vehicle operation, maintenance and purchasing	125,000	65,160
2660 Security	--	55,275
2670 Safety	--	97,244
	2,825,000	**3,268,805**
Student transportation		
2710 Vehicle operation and purchasing - regular education	320,000	298,445
2712 Vehicle operation and purchasing - school age SPED	10,000	19,222
2713 Vehicle operation and purchasing - ages 3-5 SPED	--	1,173
2730 Vehicle servicing and maintenance - regular education	--	27,711
2732 Vehicle servicing and maintenance - school age SPED	--	3,590
2900 Other support services	--	3,104
	$ **330,000**	**353,245**

Continued

SCHUYLER COMMUNITY SCHOOLS

GENERAL FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL - CONTINUED
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
DISBURSEMENTS - continued		
Operation of non-instructional services		
3300 Community services operations	$ 45,000	11,316
3400 Categorical grants from other private interests	--	14,278
	45,000	**25,594**
Private and state categorical programs		
3535 High ability learners	407,000	19,450
3541 Early childhood endowment grants	--	411,075
3551 Career education	--	9,772
3599 Other state categorical grant	--	3,428
	407,000	**443,725**
6000 Federal programs		
6200 Title I, Part A: Improving basic programs	2,400,000	655,414
6212 Title I, Part A: Support for improvement	--	87,354
6406 IDEA preschool base	--	1,869
6408 IDEA Part B base enrollment poverty	--	173,189
6925 Title III, part A English language acquisition	--	142,593
6926 Titla III ESEA/ESSA Immigrant education	--	21,625
6968 Title IV, Part Part B 21st century community learning centers	--	270,865
6988 ARP ELC Afterschool	--	--
6989 ARP ELC Summerschool	--	--
6998 ESSER III	--	--
	2,400,000	**1,352,909**
Reappropriated Funds	**1,924,081**	--
Transfers out	--	700,000
Total disbursements	**29,302,831**	**26,594,808**
Fund balance, end of year	**$ --**	**8,712,562**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking account	$ 5,959,564
County treasurer	2,752,998
Total fund balance	**$ 8,712,562**

SCHUYLER COMMUNITY SCHOOLS

DEPRECIATION FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 19,471	121,067
Receipts		
Interest on investments	--	1,916
Total receipts	**--**	**1,916**
Total funds available	**19,471**	**122,983**
Disbursements		
Central services - other support services	19,471	--
Total disbursements	**19,471**	**--**
FUND BALANCE, End of year	**$ --**	**122,983**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 122,983**

SCHUYLER COMMUNITY SCHOOLS

EMPLOYEE BENEFIT FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 95,798	125,039
Receipts		
Interest on investments	--	1,513
Transfers from the general fund	--	64,293
Other non-revenue receipts	--	111
Total receipts	**--**	**65,917**
Total funds available	**95,798**	**190,956**
Disbursements		
Central services - other support services	95,798	96,681
Total disbursements	**95,798**	**96,681**
FUND BALANCE, End of year	**$ --**	**94,275**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 94,275**

SCHUYLER COMMUNITY SCHOOLS

COOPERATIVE FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 28,701	28,738
Receipts		
Interest	--	319
Other categorical grants from private interests	35,000	4,092
Other miscellaneous local revenue	--	3,347
Transfers from general fund	--	60,000
Total receipts	**35,000**	**67,758**
Total funds available	**63,701**	**96,496**
Disbursements		
Regular instructional programs	63,701	**--**
Support services - student	**--**	65,218
Total disbursements	**63,701**	**65,218**
FUND BALANCE, End of year	**$** --	**31,278**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$** 31,278

SCHUYLER COMMUNITY SCHOOLS

QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND
FUND BALANCE MODIFIED CASH BASIS- BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 4,678,865	4,747,842
Receipts		
Local receipts		
Local property taxes	275,000	194,575
Carline taxes	500	283
Public Power District sales tax	--	173
Interest on investments	150,000	140,770
Penalties and interest on taxes	--	431
State receipts		
Homestead exemption	--	4,306
Property tax credit	--	89,617
Pro-rate motor vehicle	1,000	679
Federal receipts		
Federal reimbursements	120,000	114,018
Other receipts		
Interfund loan repaid from Special Building Fund	500,000	--
Total receipts	**1,046,500**	**544,852**
Total funds available	**5,725,365**	**5,292,694**
Disbursements		
Construction services	5,494,365	--
Interest on long-term debt	230,000	238,420
Other debt related cost	1,000	500
Interfund loan to General Fund	--	2,000,000
Total disbursements	**5,725,365**	**2,238,920**
FUND BALANCE, End of year	**$ --**	**3,053,774**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking and savings accounts	$ 3,009,231
County treasurers	44,543
Total fund balance	**$ 3,053,774**

SCHUYLER COMMUNITY SCHOOLS

BOND FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 15,587,263	1,169,377
Receipts		
Local Receipts		
Local property receipts	1,250,000	1,120,734
Carline taxes	1,500	1,286
Public Power District sales tax	--	762
Penalties on interest on taxes	--	1,642
Interest on investments	25,000	9,011
State receipts		
Homestead exemption	--	19,571
Property tax credit	--	107,298
Pro rate motor vehicle	5,000	1,786
Total receipts	**1,281,500**	**1,262,090**
Total funds available	**16,868,763**	**2,431,467**
Disbursements		
Bank wire fee	--	40
Redemption of principal	1,070,000	920,000
Debt service interest	329,370	280,495
Other debt service interest	15,469,393	600
Total disbursements	**16,868,763**	**1,201,135**
FUND BALANCE, End of year	**$ --**	**1,230,332**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking and savings accounts	**$** 954,559
County treasurers	275,773
Total fund balance	**$ 1,230,332**

SCHUYLER COMMUNITY SCHOOLS

SPECIAL BUILDING FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 66,029	205,546
Receipts		
Local receipts		
Local property taxes	600,000	406,574
Carline taxes	800	617
Public Power District sales tax	--	364
Interest on investments	1,000	15,726
Penalties and interest on taxes	--	734
State receipts		
Homestead	--	9,394
Pro rate motor vehicle	2,000	818
Property tax credit	--	195,522
Other recipts		
Proceeds from disposal of property	--	10,253
Insurance Adjustments	--	381,648
Sale of property	--	430,527
Total receipts	**603,800**	**1,452,177**
Total funds available	**669,829**	**1,657,723**
Disbursements		
Building Improvements	669,829	179,657
Rental of land and buildings	--	715
Total disbursements	**669,829**	**180,372**
FUND BALANCE, End of year	**$ --**	**1,477,351**

ANALYSIS OF FUND BALANCE	
Cash in bank	
Checking and savings accounts	**$** 1,380,180
County treasurers	97,171
Total fund balance	**$ 1,477,351**

SCHUYLER COMMUNITY SCHOOLS

SCHOOL NUTRITION FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 213,278	110,224
Receipts		
Sales	170,000	41,968
State reimbursement	5,000	6,010
Federal reimbursement	1,317,122	1,257,616
Interest	3,000	2,676
Other	--	144
Fund transfers in	--	700,100
Total receipts	**1,495,122**	**2,008,514**
Total funds available	**1,708,400**	**2,118,738**
Disbursements		
Food	850,000	839,963
Salaries	530,000	465,021
Employee benefits	240,000	241,487
Purchased services	10,000	--
Equipment repairs	16,000	13,302
Supplies	60,000	58,961
Other expense	2,400	636
Total disbursements	**1,708,400**	**1,619,370**
FUND BALANCE, End of year	**$ --**	**499,368**

ANALYSIS OF FUND BALANCE

Cash in bank	
Checking and savings accounts	**$ 499,368**

SCHUYLER COMMUNITY SCHOOLS

STUDENT FEE FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 47,135	51,233
Receipts		
Extracurricular fees	--	19,567
Postsecondary fees	--	14,020
Interest	--	987
Total receipts	**--**	**34,574**
Total funds available	**47,135**	**85,807**
Disbursements		
Extracurricular activities	47,135	**--**
Support services - student	--	(247)
Total disbursements	**47,135**	**(247)**
FUND BALANCE, End of year	**$** --	**86,054**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 86,054**

SCHUYLER COMMUNITY SCHOOLS

ACTIVITIES FUND
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND FUND BALANCE MODIFIED CASH BASIS - BUDGET AND ACTUAL
(Unaudited)

YEAR ENDED AUGUST 31, 2025

	Original and Final Budget	Actual
FUND BALANCE, Beginning of year	$ 559,658	295,596
Receipts		
Local receipts		
Admissions	--	48,006
Other activities	300,000	539,867
Total receipts	**300,000**	**587,873**
Total funds available	**859,658**	**883,469**
Disbursements		
Central services - other support services	859,658	681,831
Transfer to General Fund	--	301
Total disbursements	**859,658**	**682,132**
FUND BALANCE, End of year	**$ --**	**201,337**
ANALYSIS OF FUND BALANCE		
Cash in bank		
Checking and savings accounts		**$ 201,337**

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

NOTES TO BUDGETARY SCHEDULES (UNAUDITED)

AUGUST 31, 2025

Basis of Accounting

The accompanying schedules of receipts, disbursements and changes in fund balance – modified cash basis – budget and actual are presented on the modified cash basis of accounting. This basis is generally consistent with the basis of accounting used in preparing the basic financial statements. All undisclosed appropriations lapse at the end of the budget year. For budgetary purposes, transfers to the Employee Benefit Fund and Depreciation Fund are reflected as functional disbursements in the General Fund when the transfer is made.

Budgetary Law

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements to any fund require a public hearing.

The Employee Benefit Fund exceeded budget by $883, and the Cooperative Fund Exceeded budget by $1,517.

Reconciliations

The Nebraska Department of Education requires separate budgets for those funds considered as General Fund components for budget purposes.

A reconciliation of the General Fund financial reporting basis to the budgetary basis is as follows:

	Excess Receipts over (under) Expenditures
Financial reporting basis	
General Fund	$ 4,422,150
Budgetary basis	
General Fund	4,448,458
Depreciation Fund	1,916
Employee Benefit Fund	(30,764)
Cooperative Fund	2,540
Total	$ 4,422,150

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Education
Schuyler Community Schools
District 123, Colfax County
Schuyler, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Schuyler Community Schools, District 123, Colfax County (the District), as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated January 27, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph of and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control we consider to be material weaknesses or significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs at item 2025-002 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2025-001, 2025-003, 2025-004, 2025-005, and 2025-006 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The District's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Omaha, Nebraska
January 27, 2026

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Education
Schuyler Community Schools
District 123, Colfax County
Schuyler, Nebraska

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Schuyler Community Schools District 123, Colfax County's (the District) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended August 31, 2025. The District's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended August 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weakness or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

FRANKEL, LLC

Omaha, Nebraska
January 27, 2026

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	Yes
Significant deficiency(ies) identified not considered to be material weaknesses?	Yes
Noncompliance material to financial statements noted?	No

Federal Awards

Internal Control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	No
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR, Section 200.516(a)?	No

Identification of major program

Federal Assistance Listing Number	Name of Federal Program or Cluster
10.553, 10.555, 10556, 10.559, 10.582	Child Nutrition Cluster
84.010A	Title I Grants to Local Educational Agencies

Dollar threshold used to distinguish between Type A and Type B programs	$ 750,000
Auditee qualified as low-risk auditee?	No

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

Section II – Financial Statement Findings

2025-001 Segregation of Duties (Repeat of 2024-001)

Criteria: A key component of internal control over financial reporting is segregation of duties.

Condition: Due to the size of the District there is limited segregation of duties over bookkeeping, billing and accounting functions. The same individual routinely reconciles the bank statements, makes journal entries, and manages the general ledger functions.

Cause: The District has a limited number of staff.

Effect: Due to the lack of segregation of duties in this area, cash may be subject to misappropriation and unauthorized transactions could occur.

Questioned Costs: None

Recommendation: The Board and Management should made determinations regarding appropriate staffing levels given budgetary restraints. In addition, procedures should be implemented to ensure that duties with respect to handling and recording transactions be segregated or that alternative controls be used to compensate for lack of segregation.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

2025-002 Bank Reconciliations (Repeat of 2024-002)

Criteria: Sound internal control practices and accounting standards dictate that bank reconciliations should be completed accurately and in a timely manner. Timely bank reconciliations help ensure that discrepancies are identified and resolved promptly, reducing the risk of financial misstatements or undetected errors or fraud.

Condition: The District did not complete bank reconciliations timely or accurately throughout the fiscal year. Several bank reconciliations were delayed by multiple months, and errors were identified in the reconciliations that required adjustment. Additionally, various reconciling items were not accurate or supported by sufficient detail.

Cause: The District had turnover in accounting positions and had been unable to timely complete the reconciliation process as a result. .

Effect: Failure to complete bank reconciliations timely and accurately increases the risk of errors or irregularities in the financial records remaining undetected. This could lead to misstated financial statements, errors in cash balances, and potential misuse of funds.

Questioned Costs: None

Recommendation: The District should establish a policy requiring bank reconciliations to be completed within 30 days of month-end, and implement a review process where a second individual reviews reconciliations for accuracy and completeness..

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

2025-003 Missing Payroll Documentation (Repeat of 2024-005

Criteria: Federal regulations require that employee personnel files include signed contracts and completed I-9 forms. Signed contracts establish the terms of employment, including salary and responsibilities, while I-9 forms are legally required to verify an employee's eligibility to work in the United States.

Condition: We identified that signed contracts were missing for multiple employees, and required I-9 forms for some employees were not on file. In addition, we noted where the compensation paid to certain employees did not agree the their contract. This indicates deficiencies in the District's personnel file management and record-keeping practices..

Cause: The absence of these documents appears to result from a lack of robust procedures for ensuring complete and accurate personnel records during the hiring and onboarding process.

Effect: The lack of signed contracts increases the risk of disputes regarding employment terms and compliance issues related to payroll. Missing I-9 forms could expose the District to potential penalties for noncompliance with federal immigration laws.

Questioned Costs: None

Recommendation: The District should establish and enforce procedures to ensure that all required payroll documentation, including signed contracts and I-9 forms, is obtained and properly maintained in employee personnel files. In addition, we recommend a review of existing files for appropriate and accurate information.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

AUGUST 31, 2025

2025-004 Financial Statement Preparation

Criteria: Internal controls should be in operation that provide reasonable assurance of the District's ability to report financial data reliably in accordance with the modified cash basis of accounting.

Condition: The District utilizes its external auditors to prepare the financial statements and related footnotes in accordance with the modified cash basis of accounting.

Cause: The District has chosen to use its external audit firm to assist with preparation of their annual financial statements rather than devoting internal resources.

Effect: The District on its own cannot comply with the regulatory requirements to prepare annual financial statements in accordance with the modified cash basis of accounting.

Recommendation: The Board and Management should make determinations regarding appropriate staffing levels given budgetary restraints.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

2025-005 Missing Expenditure approvals

Criteria: Internal controls should be in operation that provide reasonable assurance that transactions included in the District's accounting records are appropriately approved and recorded.

Condition: Numerous expenditures lacked documentation of authorization or approval of coding.

Cause: Due to staffing constraints and other issues, internal controls were not followed during the year.

Effect: Transactions which were potentially not authorized may be included in the District's accounting records and / or not appropriately reported.

Recommendation: The District should review their policies and procedures for approval of transactions and the associated coding of thereof and ensure that the policies and procedures are appropriately followed.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

2025-006 Interfund loan approvals

Criteria: Internal controls should be in operation that provide reasonable assurance that the use of District resources are appropriately approved and in compliance with regulatory requirements.

Condition: The District loaned resources between funds without appropriate Board approval.

Cause: The Board did not document approval of the interfund loans..

Effect: Resources may not be utilized in accordance with applicable regulatory requirements.

Recommendation: The Board should be made aware of all interfund loans including regulatory requirements thereof and then document their approval in the Board minutes.

Response: Management agrees with the above finding. Please see further information in the management corrective action plan.

Section III – Federal Award Findings and Questioned Costs

No federal award findings and questioned costs.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-001 Segregation of Duties

Criteria: Internal controls should be in place to ensure proper segregation of duties.

Condition: Due to the size of the District there is limited segregation of duties over bookkeeping, and accounting functions. The same individual routinely reconciles the bank statements, processes payroll, including initiation and control of automated bank transactions; makes journal entries, and manages the general ledger functions.

Cause: The District has a limited number of personnel involved in the accounting functions.

Effect: Because of the lack of segregation of duties, unauthorized transactions could occur.

Current Year Status – Repeated as 2025-001

2024-002 Bank Reconciliations

Criteria: Sound internal control practices and accounting standards dictate that bank reconciliations should be completed accurately and in a timely manner. Timely bank reconciliations help ensure that discrepancies are identified and resolved promptly, reducing the risk of financial misstatements or undetected errors or fraud.

Condition: It was noted that the District did not complete bank reconciliations timely or accurately throughout the fiscal year. Several bank reconciliations were delayed by multiple months, and errors were identified in the reconciliations that required adjustment. Additionally, the District was unable to provide sufficient supporting documentation for outstanding deposits included in the bank reconciliation, totaling $96,153, which could not be validated through alternative audit procedures. Further, an additional $500,000 transaction lacked adequate documentation to substantiate the source or classification of the funds. These deficiencies were primarily due to turnover in accounting positions, outdated accounting software, and a lack of oversight over the reconciliation process.

Cause: The untimely and inaccurate reconciliations appear to be the result of turnover in accounting positions and a lack of oversight over the reconciliation process.

Effect: Failure to complete bank reconciliations timely and accurately increases the risk of errors or irregularities in the financial records remaining undetected. This could lead to misstated financial statements, errors in cash balances, and potential misuse of funds. As noted in the auditor's report, these deficiencies resulted in a qualified opinion on the General Fund and impacted the opinion on the governmental activities, as the General Fund is a major component of the District's financial reporting.

Current Year Status – Repeated as 2025-002

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-003 Activities Fund Accounting

Criteria: Accounting standards and best practices require that all financial activity of the District be recorded accurately and timely in the main general ledger to ensure complete and reliable financial reporting. Proper integration or reconciliation of subsidiary systems, such as the Activities Fund, is essential to meet these requirements.

Condition: The District used a separate software program to account for the Activities Fund, which was not integrated with the primary accounting software. As a result, several months of Activities Fund transactions were not included in the main general ledger during the fiscal year and were corrected through audit adjustments.

Cause: The lack of integration between the two systems and the absence of regular reconciliation processes contributed to the incomplete recording of Financial activity in the main general ledger.

Effect: Failure to include all financial activity in the general ledger increases the risk of incomplete or inaccurate financial reporting. This may lead to misstatements in the financial statements and could hinder the District's ability to make informed financial decisions.

Current Year Status – The accounting for the activities fund was rectified during the current year.

2024-004 Misclassification of General fund Expenditures

Criteria: Expenditures are required to be recorded in the appropriate fund to ensure accurate financial reporting and compliance with legal and regulatory requirements. Funds should be used only for their designated purposes, and transactions should be classified correctly at the time of initial recording.

Condition: During the audit, the audit firm identified instances where General Fund expenditures were recorded in the Activities Fund. This practice misclassifies expenditures and results in inaccuracies in the District's financial statements. The Activities Fund is not intended to serve as a clearing account for transactions that properly belong to other funds.

Cause: The misclassification appears to have been a matter of convenience, potentially due to a lack of clear procedures or staff training on proper fund usage and transaction classification.

Effect: Misclassifying expenditures can result in financial reporting inaccuracies, leading to a misrepresentation of the District's financial position and noncompliance with fund restrictions.

Current Year Status – The accounting for the general fund expenditures was corrected during the current year.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-005 Missing Payroll Documentation

Criteria: Federal regulations require that employee personnel files include signed contracts and completed I-9 forms. Signed contracts establish the terms of employment, including salary and responsibilities, while I-9 forms are legally required to verify an employee's eligibility to work in the United States.

Condition: During testing of payroll, the auditor identified that signed contracts were missing for two employees, and required I-9 forms for some employees were not on file. This indicates deficiencies in the District's personnel file management and record-keeping practices.

Cause: The absence of these documents appears to result from a lack of robust procedures for ensuring complete and accurate personnel records during the hiring and onboarding process.

Effect: The lack of signed contracts increases the risk of disputes regarding employment terms and compliance issues related to payroll. Missing I-9 forms could expose the District to potential penalties for noncompliance with federal immigration laws.

Current Year Status – Repeated as 2025-003

2024-006 Related Party Transactions

Criteria: Sound governance practices and ethical standards require that individuals in positions of authority abstain from decision-making processes, including voting, when they have a direct or indirect financial interest. This is critical for ensuring transparency, avoiding conflicts of interest, and maintaining the integrity of governance decisions.

Condition: During the audit, the auditors noted instances where Board members did not consistently abstain from voting on the approval of payments to themselves or their businesses.

Cause: The failure to abstain appears to be due to insufficient awareness of conflict-of-interest policies and legal requirements, as well as a lack of oversight during the voting process.

Effect: Allowing Board members to participate in approving claims that involve their financial interests undermines transparency and exposes the District to potential ethical and legal challenges.

Current Year Status – Circumstance did not re-occur during current year.

SCHUYLER COMMUNITY SCHOOLS
DISTRICT NO. 123, COLFAX COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

AUGUST 31, 2025

2024-007 Budget Compliance

Criteria: The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total expenditures for each fund may not exceed the total budgeted expenditures.

Condition: As explained in Note 3 to the financial statements, expenditures exceeded budgeted expenditures as follows: Employee Benefit Fund $3,561, Special Building Fund $24,165, and Activities Fund $37,714.

Cause: Management did not amend the budget to allow for an increase in expenditures in excess of the original budget.

Effect: This is a violation of state law.

Current Year Status – Actual expenditures in two funds exceed budgeted amounts.

Schuyler Community Schools

120 W 20th Street, Schuyler, NE 68661
Phone: 402-352-3527 Fax: 402-352-5552
Dr. Bret Schroder, Superintendent

January 22, 2026

Audit 24–25 Responses to Findings

Segregation of Duties (2025-001) The district hired a full-time bilingual employee in late December 2024 to assist with Business Office operations. This individual has focused on onboarding new employees, payroll, benefits administration, and other related duties. These changes have significantly improved the accuracy and timeliness of essential human resources functions within the Business Office. Additional duties will be reassigned throughout the department to further strengthen internal controls. The receipt of revenues in the general ledger will be shared with another employee who also works with purchase orders and monthly board reports. In addition, bank statement reconciliations will now be reviewed by a separate staff member.

Bank Reconciliations (2025-002) The district is currently reconciling all bank accounts on a monthly basis prior to each board meeting. Additional supervisory review from the board treasurer is currently happening on a monthly basis and another in-house employee will also be added to this process. Timely reconciliations have been consistently performed since last spring and the district is currently in compliance. We believe this area of improvement has been fully addressed for fiscal year 2025–26.

Missing Payroll Documentation (2025-003) The district hired a full-time bilingual employee in late December 2024 to assist with Business Office operations. This individual has focused on onboarding new employees, payroll, benefits administration, and other related duties, resulting in improved accuracy and timeliness of human resources functions. Employee contracts for fiscal year 2025–26 were completed electronically through the new accounting software, with signed copies maintained on file in the Human Resources office. With the implementation of a more thorough onboarding process, required documents such as I-9 forms are now being completed and retained for all employees. We believe this area of improvement has been fully addressed for fiscal year 2025–26.

Financial Statement Preparation (2025-004) With more streamlined processes now in place, the district is evaluating the ability to prepare a greater portion of the financial statements internally. This option will be discussed with the current auditor and the board, without adding additional staff, which may not be feasible due to budget constraints.

Missing Expenditure Approvals (2025-005) With the implementation of the new accounting software, the district has established a comprehensive multi-step approval process for expenditures, including requisition initiation, proper account coding, and board approval of monthly claims. We believe this area of improvement has been fully addressed for fiscal year 2025–26.

Interfund Loan Approval (2025-006) The district utilized interfund loans during fiscal year 2024–25 to address temporary cash flow needs. While the board was aware of these transfers through monthly committee meetings and board reports, the district now understands the importance of additional communication at the board meeting specific to that claim(transfer). This process will be used in any future Interfund transfers that may occur.

***If there are any further questions pertaining to the above reference responses please contact Dr. Bret Schroder bret.schroder@schuylercommunityschools.org

Dr. Bret Schroder
Superintendent

April Becker
K-12 Special Education Administrator

Paulina Medina
Data Steward

Dr. William Robinson
Business Manager

Heather Bebout
Director of Special Services

Vicki Jones
Director of Technology

Samantha Ladwig
PK-12 Director of Curriculum, Instruction, and Assessment

North Central Association • Accredited Since 1914

Schuyler Community Schools

2024-2025 Audit and
2 year Fiscal Review

2024-2025 Audit

✅ Audit Opinion

- **Unmodified (Clean) Opinion**
- Financial statements presented fairly in all material respects
- No material weaknesses reported
- No compliance findings requiring corrective action

💰 Financial Position

- **Ending Net Position:** $15,509,314
- **Increase in Net Position:** $4,390,548
- Strong cash position across all funds
- Debt service funds properly reserved and funded

2024-2025 Audit

📋 Compliance & Controls

- Conducted under **Government Auditing Standards**
- Federal programs reviewed — no major findings
- Deposits fully insured/collateralized
- Minor budget overages (non-material)

🏫 Long-Term Planning

- Bond obligations on schedule
- 2026 capital improvement bonds properly disclosed
- Retirement system fully funded at 103.36% (NPERS)

2024-2025 Audit

⚠️ Noted Disclosure

- 403(b) plan compliance issue identified
- Working with legal counsel
- Financial impact not yet finalized

Overall Conclusion

Strong financial stewardship. Clean audit. Stable fiscal position.

2024-2025 Audit

Audit Findings & Corrective Actions (FY 2024–2025)

🔎 Findings Identified

1. Segregation of Duties
2. Bank Reconciliations
3. Payroll Documentation
4. Financial Statement Preparation
5. Expenditure Approvals
6. Interfund Loan Approval Communication

✅ Corrective Actions Implemented

Strengthened Internal Controls

- Hired full-time bilingual Business Office staff member (Dec. 2024)
- Duties reassigned to improve segregation of responsibilities
- Independent review added to bank reconciliation process

2024-2025 Audit

Improved Financial Oversight

- Monthly bank reconciliations completed prior to board meetings
- Board Treasurer and additional staff now reviewing reconciliations
- Multi-step approval process implemented in new accounting software

Enhanced Documentation & Compliance

- Electronic employee contracts maintained
- Complete onboarding process with required I-9 documentation
- Clearer board communication required for future interfund transfers

Ongoing Evaluation

- Exploring increased internal preparation of financial statements (in consultation with auditor and board

Overall Status

✔ Most findings fully addressed for FY 2025–26

✔ Stronger processes now in place

✔ Increased transparency and board oversight

Prior Year Audit Findings (2023-2024)

Activities Fund & Expenditure Classification

Issue Identified

- Activities Fund maintained in separate software not integrated with main general ledger.
- Several months of transactions required audit adjustments. (Basically not reconciled properly)
- Some General Fund expenditures were incorrectly recorded in the Activities Fund.

Risk

- Incomplete financial reporting.
- Potential financial misstatements.
- Noncompliance with proper fund usage.

Status

✔ Activities Fund fully reconciled and integrated.

✔ Misclassified expenditures corrected.

✔ Recording procedures strengthened.

Prior Year Audit Findings (2023-2024) Cont.

2024-004 – Related Party Transactions

Issue Identified

- Board members did not consistently abstain from voting on payments involving personal financial interests.

Risk

- Conflict of interest concerns.
- Reduced transparency.
- Potential ethical/legal exposure.

Status

✔ Issue did not reoccur in current year.

✔ Governance awareness and oversight improved.

Overall

All prior year findings have been corrected and strengthened controls are now in place.

Two Year Comparison

	2024-2025 Final	2025-2026 Current (not audited)
Total Audited Receipts/Taxes/State Aid	$31,043,266.00	14,350,694
Total Audited Expenditures	$26,594,808.00	14,256,851
Amount Budgeted	$27,878,750.00	29,440,519
Budget Difference	$1,283,942.00	15,183,668
Revenue-Expenditure Difference	$4,448,458.00	$93,842.67
Beginning Audited Cash Balance	$5,959,564.00	
Minus QCPUF (Loan)	$2,500,000	
Minus Nutrition Fund payroll	$450,000.00	
Beginning Cash	$3,009,564.00	

Two Year Comparison By Account Codes

	2024-2025	2025-2026
100's Salary and Benefits (Staff Cost)	10,455,519.45	10,522,243.86
300's - 900's Purchased Services and Supplies (All Other)	1,815,615.78	1,704,531.06
		Total Decrease of $44,360.31

Beginning Cash in Checking

2024-2025 Cash In Bank 9/1/2024	**$609,681**
2025-2026 Cash In Bank 9/1/2025	**$3,009,564**
2026-2027 Cash in Bank Estimate 9/1/2026	**$3,500,000**

Apple Inc. Education Price Quote

Customer:
Vicki Jones
SCHUYLER COMMUNITY SCHOOLS
Phone: 1402-352-3527
Email: vicki.jones@schuylercommunityschools.org

Apple Inc:
Brent Sallee
Phone: (402) 981-8967
Email: brent_sallee@apple.com

Apple Quote:
2214276232

Quote Date:
March 04, 2026

Quote Valid Until:
April 03, 2026

Quote Comments:

Item #	Details	Qty	Unit List Price	Extended List Price
1	**13-inch MacBook Air: Apple M5 chip with 10-core CPU and 8-core GPU, 16GB, 512GB SSD - Silver (Packaged in a 5-pack)** Part Number: MDHL4LL/A **Configuration:** 065-CK9H : Apple M5 chip with 10-core CPU, 8-core GPU, and 16-core Neural Engine 065-CK9N : 16GB unified memory 065-CK9T : 512GB SSD storage 065-CLJ7 : 40W Dynamic Power Adapter with 60W Max 065-CKH6 : None 065-CKGP : Backlit Magic Keyboard with Touch ID - US English 065-CKH1 : Accessory Kit	180	$979.00	$176,220.00
2	**3-Year AppleCare+ for Schools 13-inch MacBook Air (M3/M4/M5) (no service fees)** Part Number: SLTF2LL/A	180	$159.00	$28,620.00
3	**Mosyle OneK12 for iOS, MacOS, and tvOS Subscription License (4 year - View License Agreement https://school.mosyle.com/legal/)** Part Number: HQXM2LL/A	2900	$29.00	$84,100.00

Education List Price Total	**$288,940.00**
Additional Tax	$0.00
Estimated Tax	$0.00
Total Tax	$0.00
Extended Total Price*	**$288,940.00**

**In most cases Extended Total Price does not include Sales Tax*
**If applicable, Recycle/eWaste/CBE Fees for CA Accounts are included. Standard shipping is complimentary*

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2026-2027 School Calendar

Schuyler Community Schools

120 West 20th Street, Schuyler, NE 68661
402-352-3527

DATE	EVENT
August 6-7	Teacher Workdays
August 10	Teacher Meetings/PD/Workday
August 11	All Staff meetings/Open House
August 12	First Day (K, 6, 9/10) Staggered Start*
August 13	First Day (K-2, 6-7, 11/12) Staggered Start*
August 14	First Full Day - All Students
September 7	Labor Day - No School
September 25	No School (PD/Work Day)
October 7	End of 1st Quarter - 1:30 Dismissal
October 7	Parent-Teacher Conferences 4-8pm
October 8	Parent-Teacher Conferences (8am-4pm)
October 9	No School - Fall Break
October 19	No School (PD/Work Day)
November 2	No School (PD/Work Day)
Nov. 25-27	No School (Thanksgiving Break)
December 17	End of 2nd Quarter
December 18	No School (Work Day)
Dec. 21 - 31	No School (Holiday Break)
January 1	No School (Holiday Break)
January 4	No School (PD/Work Day)
January 15	No School
February 5	No School (PD/Work Day)
February 24	1:30 Dismissal; Parent-Teacher Conf. 4-8 pm
February 25	Parent Teacher Conferences 8am to 4pm
February 26	No School (Winter Break)
March 5	End of 3rd Quarter
March 8	No School (PD/Work Day)
March 9	No School (PD/Work Day)
March 10-12	No School Spring Break
March 26	No School - Good Friday
March 29	No School (PD/Work Day)
May 16	Graduation
May 20	End of 4th Quarter
May 21	Staff Workday

*Staggered start days - please see school correspondence for schedules for these days.

Number of Days

1st Quarter	39
2nd Quarter	44
3rd Quarter	40
4th Quarter	47
Total Student Days	170
Total Staff Days	186

Key:

End of the Quarter
No School for students - Teacher Workday
Parent Teacher Conf. 1:30pm dismissal for students
Parent Teacher Conf. no school for students
26 No School for students or staff

August 2026

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	~~12~~	~~13~~	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	~~24~~	25	26	27
28						

March 2027

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Academic All-State:
Girls Wrestling
Linda Sebastian
Lauren Wemhoff

Girls Basketball
Sophie Baeza

Boys Basketball
Arodi Quezada

Speech
Jazminlett Bernal
Maliya Keeshan

State Qualifiers:
Girls Wrestling
Lauren Wemhoff
Ester Miranda
Audrie Alonso
Elvia Morales
Yuritza Mejia
Alizon Morales

Boys Wrestling
Francisco (Andy) Mateo

FCCLA
Allison Arriaga - State STAR Competition - Silver at Districts

FFA
State Degree Recipients
Max Arps
Maliya Keeshan
Hayden Bailey

Extemporaneous Public Speaking
Maliya Keeshan

Farm Business Management
Kai Yost
Chloe Cech
Luis Jimenez
Emma Reyna

Welding
Erick Colli
Caleb Bailey
Aidan Rorah
Hayden Bailey

Agriscience
Grace Svatora
Lindley Bailey
Dusty Jedlicka
Jason Salazar

Livestock Judging

Peyton Perrin
Sofia Yepez
Marissa Reyna
Patrik Cunningham

Forrestry
Maliya Keeshan
Chloe Cech
Kai Yost
Luis Jimenez

March 2026 Board Report

1. Hiring Update
Preschool currently has two open teaching positions as we plan for continued support of our early learners.

- **Four-Year-Old Preschool Classroom:** I am currently working with other administrators to determine the best fit for this position as we continue planning for next year's staffing needs.
- **Birth–Preschool Special Education:** I am also collaborating with other administrators to identify the best candidate for the Birth through Preschool Special Education position. This role remains a priority to ensure we continue meeting the needs of our youngest learners requiring specialized services.

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2. Instructional Walk-Through Data
Currently, I have completed between 11 and 12 walkthrough observations with each of my five preschool teachers. In addition, three of the four required formal observations have been completed, with the fourth already scheduled.

It has been exciting to spend time in classrooms and see the high level of engagement our preschool teachers and paraprofessionals create with students each day. Their intentional instruction and interactions with students are helping build strong early learning foundations.

These classroom visits continue to provide valuable insight into instructional practices while also allowing opportunities to recognize effective strategies and support continued growth across the preschool program.

Schuyler Elementary School

2404 Denver Street, Schuyler, NE 68661
Head Principal William Comley
Principal Alicia Keairnes:
Phone: 402-352-9940 Fax: 402-352-9943

March 2026 Board Report

1. Hiring Update

SES is currently full with a potential of 2 positions opening before March 15

We are very excited about current positions we have filled in:

- 3rd grade Adisyn Mendlik
- 4th grade DL Yeimmy Parada Garcia
- 5th grade Alyssa Denman
- EL Emily Beckman

---

2. Instructional Walk-Through Data

Administrative classroom walk-throughs continue to be a priority to support instructional quality and maintain visibility in classrooms.

- **To Date (Current School Year):** 523 documented walk-throughs from Fishers and SES

  The increase in documented visits reflects our continued focus on:

- Quality Instructional Quality
- Support Teacher Growth
- Track Implementation of Initiatives
- Increase Student Achievement
- Stay Connected to Classrooms
- Gather Schoolwide Data
- Build a Culture of Instruction/Teaching and Learning are our priority

Middle school staffing for the 2026-2027 school year is looking great. We have six resignations, five of those leaving are taking positions closer to their home, and the sixth got a job opportunity in the content area she loves.

We have filled five of the six positions that were open. They are:

- 7th grade science- Myra Babagay
- 6-8 PE, two positions- Maddy Sutton and Tyrell Reichert (Tyrell is already with the middle school and has asked for a change of positions)
- 8th grade English- Colton Spahr from the high school
- ESL newcomers teacher- this is still open, but we have a plan to share with the high school if we don't get an outside applicant

We are still looking for a 6-12 vocal music teacher to share with the high school. Interviews are scheduled for next week.

Middle school walk throughs are going well. All certified staff have had at least 12 walk throughs this year. Doing it this way has been a great help to see patterns in the classroom and has helped us to identify more clearly where individual teachers need support.

Schuyler Central High School
401 Adam Street, Schuyler, NE 68661
Principal Dr. David Cunningham - Assistant Principal Josh McPhillips
Assistant Principal/Activities Director Seth Paesl
Phone: 402-352-2421 Fax: 402-352-2372

March 2026 Board Report

1. Hiring Update

SCHS is currently working to fill three certified teaching positions to ensure continued instructional stability and student support.

- **Science:** The position has been filled with Annaliza Pigao. We look forward to her contributions to the science department and continued growth in student achievement.
- **6–12 Vocal Music:** Two candidates were interviewed on March 5 and March 9. We are in the process of reviewing feedback and determining next steps.
- **English Language Development (ELD):** Two candidates have been interviewed to date. This role remains a priority as we work to meet the academic and language acquisition needs of our multilingual learners.

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2. Instructional Walk-Through Data

Administrative classroom walk-throughs continue to be a priority to support instructional quality and maintain visibility in classrooms.

- **Semester 1:** 302 documented walk-throughs
- **To Date (Current School Year):** 567 documented walk-throughs

The increase in documented visits reflects our continued focus on instructional leadership, monitoring engagement, and providing timely feedback. Walk-through data allows us to identify instructional trends, recognize effective practices, and provide targeted support where needed.

Summary of the February Safety Committee Meeting:

- **Internet Safety Assembly:** The team discussed putting a presentation together with middle and high school students regarding internet safety. Officer Terrell has begun gathering information for a presentation. Early stages, still working on dates and people to be involved in presentation. Discussed presentation for parents also.

- **Radios:** Have been distributed across the district and channels have been assigned to each building. Principals in the buildings are distributing them throughout.

Next Meeting: Thursday, March 27, 2026, at the District Office Chapel

Minutes from March 2, 2026 Foundation Meeting

Members Present: Brian Vavricek, Nina Lanuza, Dr. Bret Schroder, Joyce Baumert and Victor Lopez & Sheri Balak via zoom.

Members Absent: Amanda Jedlicka

Others Present: Brian Bywater, Shelley Friesz & Kayli Powell via zoom

Brian V. called the meeting to order.

Members recited the Pledge of Allegiance.

Brian introduced Kayli Powell to the Foundation members.

Secretary Report/Minutes from February 2026 were reviewed. Motion by Dr. Schroder and seconded by Joyce to approve the February 2026 minutes. Vote 5-0. Motion passed.

Motion made by Nina and seconded by Victor to amend the February 2026 minutes to change Kayli Vavricek's name to Kayli Powell. Vote 5-0. Motion passed.

Treasurer's Report was reviewed. Motion by Dr. Schroder and seconded by Nina to approve the Treasurer's Report. Vote 5-0. Motion passed.

Joyce reported that she has renewed three Certificate of Deposits during the past month.

Committee Reports

Labor Day: No Report.

Scholarships: No Report.

Education:

Brian and Joyce will meet with administrators on March 9th at 9 am to discuss the nominations for the 3rd quarter Outstanding Awards.

P/R Communications:

Dr. Schroder reported that the Schuyler Community Schools annual report will be sent out in April.

Kayli Powell will be added to this committee.

Distinguished Alumni Honors:

Sheri reported that the Distinguished Alumni Honors nominations were due March 1st. The committee have received two new nominations and they will reconsider two nominations from the previous year. The next step is to have the selection committee meet.

Fundraising:

Kayli gave an update on the annual golf tournament. The golf course has been reserved for August 1st. The committee will need to determine the food costs and then be able to determine the registration fee.

Brian Bywater presented a final spreadsheet with the breakdown of each game for the half-court shot fundraiser. Brian will get Kayli contact information regarding a grant for tourism to help pay for marketing and advertising costs.

The Foundation board would like to recognize Brian Bywater and thank him for being in charge of the half-court shot fundraiser.

Nina and Victor have agreed to organize a fundraiser for the boys' and girls' varsity soccer season. They will contact Seth Paesl, SCHS Activity Director to discuss the details. Dr. Schroder will send out a schedule of the dates of the home varsity games.

Motion made by Nina and seconded by Victor to have a fundraiser during the soccer season named a soccer challenge. Vote 5-0. Motion passed.

School Facilities:

Dr. Schroder gave a report on some ongoing projects in the district.

Community Reports:

Brian Bywater, representing the Schuyler Community Development gave a report.

Strategic Planning: No Report.

Finance:

Joyce met with Lori Kracl from Pinnacle Bank to review the Schuyler Community Schools Foundation's current Certificate of Deposits.

Governance: No Report.

Alumni Connection:

Kayli Powell will be added to this committee.

Community/School Support:

Nina reported that the Center For Rural Affairs Makerspace will be opening soon at the Homestead Center. A ribbon-cutting and Open House will be held on March 25th.

Unfinished Business: None

New Business: None

Brian adjourned the meeting.

Next meeting is April 13, 2026 @ noon at the Schuyler Community Schools District Building.