

Agenda

1. Call the meeting to order
2. Open Meetings Law
3. Roll Call
4. Consent Agenda
 - 4.1. Approval of Minutes
 - 4.2. Approval of General Fund Bills
 - 4.3. Approval of Board Member Absence
 - 4.4. Approve the resignation of Brad Paul as Secondary STS Teacher at the conclusion of the 2025-2026 school year
 - 4.5. Approve the resignation of Shyenne Langley as Third Grade Teacher at the conclusion of the 2025-2026 school year
 - 4.6. Approve the resignation of Ellen Eriksen as Kindergarten Teacher at the conclusion of the 2025-2026 school year
 - 4.7. Approve the contract of Peggy Rutosky as Elementary Teacher for the 2026-2027 school year
 - 4.8. Approve the contract of Morgan Therkildsen as Elementary Teacher for the 2026-2027 school year
 - 4.9. Approve the contract of Jadyne Fleischman as Secondary CTE Teacher for the 2026-2027 school year
 - 4.10. Approve Lilian Knapp as a substitute teacher
 - 4.11. Approve Morgan Therkildsen as a substitute teacher
5. Treasurer's report
6. Recognition of Students and Staff
7. Recognition of Visitors/Public Comment
8. ACTION ITEMS
 - 8.1. Approve the recommendation of Hausmann Construction as the potential construction manager for the elementary addition/renovation project as made by the Construction Manager at Risk Selection Committee
9. DISCUSSION ITEMS
 - 9.1. Review of the THS stay in school/return to learn plan
 - 9.2. Discuss summer projects for the summer of 2026
 - 9.3. 2026-2027 Facilities Use Agreement discussion
 - 9.4. Construction projects discussion and updates
10. Principal Reports
 - 10.1. Elementary Principal
 - 10.2. Secondary Principal
11. Board Reports
12. Superintendent Report
13. Next meeting date and time: Monday, May 11th, 2026 at 5:30 pm in the library

14. Adjournment

Board of Education Regular Meeting
Monday, March 9, 2026 5:30 PM Central

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

Chris Booth: Present
Abby Mathistad: Present
Mandyn Pruess: Present
Burt Rogers: Absent
Bill Skinner: Present
Sheryl Stansberry: Present
Present: 5, Absent: 1.

1. Call the meeting to order

2. Open Meetings Law

3. Roll Call

4. Consent Agenda

The motion to approve the Consent Agenda as presented Passed with a motion by Chris Booth and a second by Sheryl Stansberry.

Burt Rogers: Absent, Chris Booth: Yea, Abby Mathistad: Yea, Mandyn Pruess: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea
Yea: 5, Nay: 0, Absent: 1

4.1. Approval of Minutes

4.2. Approval of General Fund Bills

4.3. Approval of Board Member Absence

5. Treasurer's report

Mr. Kjar reviewed the January 2026 Treasurer's report with the Board.

6. Recognition of Students and Staff

Mrs. Beck visited with the Board about the Student Spotlight the Elementary Staff has implemented. Also recognized was Mrs. Kahlandt for her outstanding work planning our Tier I School-wide assembly and for organizing our One School, One Book reading of Stuart Little in January and February.

Mr. Heitz recognized the Boys Wrestling state qualifiers and State FFA qualifiers. He talked about the successful musical "Mean Girls", and the upcoming EHC and District Speech tournaments.

7. Recognition of Visitors/Public Comment

There was no public comment.

8. ACTION ITEMS

8.1. Set the limit of special education students for the purpose of option enrollment at 100 students district wide for the 2026-2027 school year

Motion to set the limit of special education students for the purpose of option enrollment at 100 students district wide for the 2026-2027 school year Passed with a motion by Sheryl Stansberry and a second by Abby Mathistad.

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

Yea: 5, Nay: 0, Absent: 1

Mr. Kjar expressed this item of business is necessary to protect our SpEd staff and their caseload.

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

The motion to set the limit of class size in the elementary at 48 per grade level for the purpose of option enrollment for 2026-2027 school year Passed with a motion by Chris Booth and a second by Bill Skinner.

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

Yea: 5, Nay: 0, Absent: 1

8.3. Reallocate depreciation funds for the purpose of purchasing a replacement oven/stove combo unit and necessary accessories for the kitchen

The motion to reallocate depreciation funds for the purpose of purchasing an oven/stove combo unit and necessary accessories not to exceed \$6,000 Passed with a motion by Abby Mathistad and a second by Chris Booth.

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

Yea: 5, Nay: 0, Absent: 1

The current oven, which was a second-hand oven from the old Chatt Center building, has been in place for many years. Kitchen staff has been using the range top only, as the oven has inoperable for years.

9. DISCUSSION ITEMS

9.1. THS Facilities Use for 2026-2027

The Board continues to tweak the police which will be implemented for the 2026-27 school year. The final step is to figure out the fee structure.

10. Principal Reports

10.1. Elementary Principal

The current enrollment in elementary is 285, as two students recently transferred out of our district. Mrs. Beck gave an update on her therapy dog project: Cooper is doing a great job in his therapy dog training, and we are on track for our first level of certification by the end of April. I June we will certify and insure through Healing Hearts Therapy Dogs. Beck is familiar with this organization from my time in Fremont, and they certify and insure most of the therapy dogs in Fremont Public Schools. She will ask for board approval on certified therapy dogs in July or August.

10.2. Secondary Principal

Mr. Heitz reported the end-of-quarter assignments and grading is wrapping up. Heitz visited with the Board about excessive absences and reporting to the County Attorney. ACT day is

scheduled for March 24th (reminder that grades 7th, 8th and 12th do not have school). April 24th is the day THS is hosting District Music, and graduation is on May 9th.

11. Board Reports

11.1. Buildings, Grounds, and Transportation Committee Report

Mr. Kjar reviewed the plans for the Tiger Stadium building. The structure is slated to be built this summer. The building will be situated near the fenced-in track/field location, and include a ticket booth, concession stand, locker room, team room, and a.d.a. compliant restrooms. The plans are nearly finished, leaving a few minor tweaks and signage to be decided on. Building renderings may be viewed the in Superintendent's office upon request.

12. Superintendent Report

Mr. Kjar took time to thank participants, coaches, fans, and parents for a successful winter activities season. He also talked to the Board about the change in format for the spring parent/teacher conference's schedule. Staff tried a 1-day format and the feedback was very positive. The Administration will use this feedback when planning future conferences. Kjar also spoke about a few legislative updates that are surfacing. Specifically, LB 1219, which addresses the 2% Budget Authority hard cap. Discussion of the State's Budget and the line item regarding the 80% refund to Districts for the purpose of Special Education. We know this 80% will be decreased. Kjar will keep the Board informed as more information becomes available.

13. Next meeting date and time: Monday, April 13th, 2026, at 5:30 pm.

14. Adjournment

The motion to adjourn meeting at 6:37pm Passed with a motion by Bill Skinner and a second by Chris Booth.

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

Yea: 5, Nay: 0, Absent: 1

Tekamah-Herman Public Schools

| | | |
|--------|--|-----------|
| AUTO | CREXENDO | |
| AUTO | RISE BROADBAND | |
| 145691 | CRAIG RESOURCES INC, DBA CRAIG | 6261.42 |
| 145692 | FIRST NATIONAL BANK OMAHA | 239.75 |
| 145693 | FIRST NATIONAL BANK OMAHA | 29.84 |
| 145694 | FIRST NATIONAL BANK OMAHA | 360.03 |
| 145707 | ACCESS SYSTEM LEASING | 2,406.70 |
| 145708 | AJ'S SERVICE AND REPAIR | 630.00 |
| 145709 | AMAZON CAPITAL SERVICES, INC | 564.91 |
| 145710 | American College Testing Progr | 1,369.00 |
| 145711 | ASSOCIATED FIRE PROTECTION | 3,487.04 |
| 145712 | TANNER AYER | 118.90 |
| 145713 | BOMGAARS SUPPLY INC | 344.58 |
| 145714 | BRANIFF SERVICE | 1,582.87 |
| 145715 | BRUMMOND DISPOSAL LLC | 425.00 |
| 145716 | BURT COUNTY INDEPENDENT | 288.61 |
| 145717 | CASS PLUMBING | 455.79 |
| 145718 | CENTURYLINK | 554.63 |
| 145719 | Chartwells Dining Service | 81.00 |
| 145720 | CITY OF TEKAMAH | 1,039.00 |
| 145721 | CITY WIDE FACILITY SOLUTIONS | 11,760.00 |
| 145722 | CRAIG RESOURCES INC, DBA CRAIG | 4,490.64 |
| 145723 | DIETZ MUSIC HOUSE, INC | 24.30 |
| 145724 | DISTRICT MANAGEMENT GROUP | 1,800.00 |
| 145725 | EVERWAY LLC | 2,106.96 |
| 145726 | FIRST NATIONAL BANK OMAHA | 573.14 |
| 145727 | FIRST NATIONAL BANK OMAHA | 276.16 |
| 145728 | FIRST NATIONAL BANK OMAHA | 612.48 |
| 145729 | FIRST NATIONAL BANK OMAHA | 47.50 |
| 145730 | JEANINE GAMMEL | 43.07 |
| 145731 | General Reimbursement Fund | 50.00 |
| 145732 | BRI HANSEN | 101.50 |
| 145733 | HEAD TECH LLC | 729.23 |
| 145734 | HOLIDAY INN KEARNEY | 304.90 |
| 145735 | HOME2 SUITES BY HILTON-KEARNEY | 458.00 |
| 145736 | TYSON HORN | 98.35 |
| 145737 | J.W. Pepper & Son, Inc. | 396.63 |
| 145738 | BRAD KJAR | 831.04 |
| 145739 | JARED KRAUSE | 290.00 |
| 145740 | KSB SCHOOL LAW, PC LLO | 1,055.00 |
| 145741 | BROOKE CHELEEN | 2,275.38 |
| 145742 | HOLLY LOFTIS | 232.00 |
| 145743 | MATHESON TRI-GAS, INC | 237.01 |
| 145744 | MIDWEST GRADS | 679.05 |
| 145745 | Midwest Service Co. | 509.76 |
| 145746 | MOLLY MILLER | 117.66 |
| 145747 | NE COUNCIL SCHOOL ADMINISTRATO | 75.00 |
| 145748 | Nebrasaka Association of School Boards | 120.00 |
| 145749 | NEBRASKA PUBLIC POWER | 6,812.87 |
| 145750 | MICHELLE NIEWOHNER | 32.76 |
| 145751 | SAVEMORE MARKET | 703.15 |
| 145752 | SCHOOL NURSE SUPPLY, INC | 460.19 |
| 145753 | SHAMBURG AUTO SUPPLY, INC | 62.45 |
| 145754 | SONOVA USA, INC | 238.99 |
| 145755 | Tekamah Chamber of Commerce | 100.00 |
| 145756 | TEKAMAH-HERMAN SCHOOLS FOUND | 260.00 |
| 145757 | VERIZON WIRELESS | 90.32 |
| 145758 | VESTIS | 495.16 |
| 145759 | VOYAGER SOPRIS LEARNING | 30.00 |
| 145760 | WALTER LYDICK | 6,975.00 |
| 145761 | WOODRIVER ENERGY LLC | 10,494.53 |
| | BRIDGET ABRAHAM | 249.40 |
| | MANNI BELFRAGE | 58.00 |
| | VANESSA BRAND | 220.40 |
| | CARRIE BRANIFF | 63.80 |
| | BRIDGETTE BRAYMEN | 188.50 |
| | Abra Bridges | 203.00 |
| | CARI BRODERSEN | 203.00 |
| | ANDREA BROMM | 116.00 |
| | JAMIE BRUMMOND | 145.00 |
| | SARAH BRUSEGAARD | 237.80 |
| | WES OR LISA BURT | 174.00 |
| | SABINA CAMERON | 145.00 |
| | JILL CONNEALY | 203.00 |

| | |
|-----------------------------|---------------|
| ERIC OR CLARITY DEVNEY | 303.05 |
| KENDAL DORN | 55.10 |
| ROBERT & BREANNE EVASIC | 130.65 |
| ASHLEY FISHER | 174.00 |
| DEANNA GOODWIN | 261.00 |
| JOEL HAMAN | 1,360.70 |
| AMANDA HANSEN | 101.50 |
| CHELSEA HANSEN | 136.30 |
| JON HANSEN | 147.90 |
| LINDSEY HANSEN | 110.20 |
| BUCK OR ALLIE HOIER | 101.50 |
| CONNIE JARZYNSKA | 145.00 |
| MACKENZIE KAHLANDT | 272.60 |
| JAMES KELLY | 203.00 |
| PAIGE KNAUSS | 348.00 |
| TIMOTHY OR GINA LANDSPERGER | 81.20 |
| KATIE LEICHLITER | 348.00 |
| BLAIR MAGILL | 174.00 |
| MICHAELA MANN | 145.00 |
| TIFFANY MARQUARDT | 156.60 |
| ABBY MATHISTAD | 203.00 |
| LAURA MCELMURAY | 107.30 |
| CARISSA OR ANDY OLIGMUELLER | 38.57 |
| RYANN PAGELS | 243.60 |
| JACOB OR TIFFANY PETTIT | 261.00 |
| JENNIFER POTADLE | 37.70 |
| BRITTANY RAY | 167.04 |
| DANIELLE ROBERTS | 203.00 |
| JESSICA SATORIE | 104.40 |
| JODIE SCHUETT | 191.40 |
| SHAUNA SELF | 362.79 |
| AARON SNOW | 116.00 |
| JILL SPENNER | 232.00 |
| SEAN THIEMANN | 228.67 |
| MICHELLE TOBIN | 269.70 |
| ASHLEY TYSON | 208.80 |
| ASHLEY WIMER | 75.40 |
| HAILEY WOLF | 349.89 |
| KILEY WORLEY | <u>330.60</u> |
| | 87,982.31 |

| <u>Check Number</u> | <u>Entity Name</u> | <u>Amount</u> |
|---------------------|------------------------|-----------------|
| 1774 | CARLSON WEST POVONDRA | 74,024.80 |
| 1775 | CROUCH RECREATION, INC | 4,704.50 |
| 1776 | WALTER LYDICK | <u>2,892.00</u> |
| | | 81,621.30 |

Brad Paul
1416 S Street
Tekamah, NE 68061
bpaul@thtigers.org
3/16/2026

Jason Heitz
Tekamah-Herman High School
112 North 13th Street
Tekamah, NE 68061

Dear Mr. Heitz,

Please accept this letter as formal notice of my resignation from my teaching position at Tekamah-Herman High School, effective May 19, 2026.

Teaching at Tekamah-Herman has been a meaningful and rewarding experience. I am grateful for the opportunity to work with such dedicated colleagues and wonderful students. I appreciate the support and professional growth I have received during my time here.

I am committed to helping ensure a smooth transition during the remainder of my time at the school. Please let me know how I can assist in preparing materials or supporting the transition for the students and staff.

Thank you again for the opportunity to be part of the Tekamah-Herman community.

Sincerely,

A handwritten signature in black ink, appearing to read "R. B. Paul". The signature is written in a cursive style with some loops and flourishes.

Robert B. Paul

To: Apryl Beck <abeck@thtigers.org>

Subject: Resignation Message

I am writing to share that I will be resigning from my position at Tekamah-Herman Elementary.

Thank you for everything during my time here. I truly enjoyed my time at Tekamah-Herman, and I am grateful for the opportunities I have had to grow as a teacher. Tekamah-Herman has built a wonderful community for children, and it has been awesome to be a part of it.

I am especially grateful for the support and collaboration from the staff and leadership during my time here. I will always value the experiences and relationships I gained here. Working with the students and families at Tekamah-Herman has been meaningful, and I will cherish the time I spent supporting their growth and learning. I am committed to helping make the transition as smooth as possible and will gladly assist in any way!

Sincerely,
Shyenne Langley



Mr. Kjar,

Please accept this as my letter of resignation from my teaching position at Tekamah-Herman Elementary. This was not an easy decision, as my 13 years at Tekamah Herman have been incredibly meaningful to me. I am deeply grateful for the opportunities I have had to grow both professionally and personally, as well as for the relationships I have built with students, colleagues, and in the community.

Working here has been a significant part of my life, and I will always value the experiences, memories, and support I have received during my time at the school. I am proud of what has been accomplished here and appreciative of the trust placed in me over the years.

Thank you again for the opportunity to be part of a dedicated and inspiring school district. I wish the staff and the students continued success in the years ahead.

Thank you,

Ellen Eriksen

TEACHER'S CONTRACT

THIS CONTRACT made by and between the School District of Tekamah-Herman Schools, District #1 in the County of Burt, in the State of Nebraska, hereinafter referred to as "District" and, Peggy Rutcosky a legally qualified teacher, hereinafter referred to as "Teacher".

WITNESSETH: That the Board of Education of the Tekamah-Herman District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 5, 2026, and end on or about June 1, 2027, and shall consist of 185 days of employment at a salary of \$80,800.00 (verification-TBD) and under the following conditions.

BENEFITS:

| | |
|---|--------------|
| LIFE INSURANCE | \$ 20,000.00 |
| EMPLOYEE BLUE CROSS BLUE SHEILD WITH \$1050 DEDUCTIBLE with SINGLE DENTAL | \$ 10,571.28 |
| INCOME PROTECTION | \$ 347.21 |

FIRST: The salary of the teacher shall be payable in 12 equal installments. The first installment shall be payable on the 19th day of September, 2026, and the remaining installments shall be payable on the 19th day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-12,110, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the superintendent of the schools in this district and that the Teacher shall not be compensated for any service performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirement of Section 79-121,111 through 79-12,114 R.R.S. and any other applicable state statutes.

Executed 4-6, 2026.

Peggy Rutcosky
TEACHER

Executed 4-6, 2026.

Tekamah-Herman School District #1

Attest: Heidi Lindberg
Secretary of the Board

County of Burt

Board President

TEACHER'S CONTRACT

THIS CONTRACT made by and between the School District of Tekamah-Herman Schools, District #1 in the County of Burt, in the State of Nebraska, hereinafter referred to as "District" and, Morgan Therkindsen a legally qualified teacher, hereinafter referred to as "Teacher".

WITNESSETH: That the Board of Education of the Tekamah-Herman District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 5, 2026, and end on or about June 1, 2027, and shall consist of 185 days of employment at a salary of \$40,000.00 and under the following conditions.

BENEFITS:

| | |
|---|--------------|
| LIFE INSURANCE | \$ 20,000.00 |
| EMPLOYEE BLUE CROSS BLUE SHEILD WITH \$1050 DEDUCTIBLE with SINGLE DENTAL | \$ 10,571.28 |
| INCOME PROTECTION | \$ 182.06 |

FIRST: The salary of the teacher shall be payable in 12 equal installments. The first installment shall be payable on the 19th day of September, 2026, and the remaining installments shall be payable on the 19th day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-12,110, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the superintendent of the schools in this district and that the Teacher shall not be compensated for any service performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirement of Section 79-121,111 through 79-12,114 R.R.S. and any other applicable state statues.

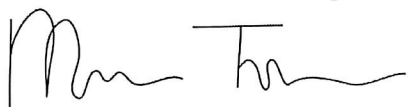
Executed ___ April 2nd ___, 2026.

Executed 4-2, 2026.

Tekamah-Herman School District #1

County of Burt

Board President



TEACHER

Attest: 

Secretary of the Board

TEACHER'S CONTRACT

THIS CONTRACT made by and between the School District of Tekamah-Herman Schools, District #1 in the County of Burt, in the State of Nebraska, hereinafter referred to as "District" and, Jadyn Fleischman a legally qualified teacher, hereinafter referred to as "Teacher".

WITNESSETH: That the Board of Education of the Tekamah-Herman District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 5, 2026, and end on or about June 1, 2027, and shall consist of 185 days of employment at a salary of \$48,000.00 and under the following conditions.

BENEFITS:

| | |
|---|--------------|
| LIFE INSURANCE | \$ 20,000.00 |
| EMPLOYEE BLUE CROSS BLUE SHEILD WITH \$1050 DEDUCTIBLE with SINGLE DENTAL | \$ 10,571.28 |
| INCOME PROTECTION | \$ 210.86 |

FIRST: The salary of the teacher shall be payable in 12 equal installments. The first installment shall be payable on the 19th day of September, 2026, and the remaining installments shall be payable on the 19th day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-12,110, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the superintendent of the schools in this district and that the Teacher shall not be compensated for any service performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirement of Section 79-121,111 through 79-12,114 R.R.S. and any other applicable state statues.

Executed March 31, 2026.

Jadyn Fleischman
TEACHER

Executed 3-31, 2026.

Attest: Heidi Lindberg
Secretary of the Board

Tekamah-Herman School District #1

County of Burt

Board President

Nebraska Educator's Certificate/Permit

The person listed below has met all the Nebraska requirements for a certificate/permit as specified hereon

LILIAN KNAPP

907 N LOGAN ST
FREMONT, NE 68025

| Certificate | Certificate Number | Endorsement | Grade Level | Issue Date | Expiration Date |
|----------------------------------|--------------------|-------------|-------------|------------|-----------------|
| LOCAL SUBSTITUTE TEACHING PERMIT | 20260002240 | | | 03/27/2026 | 09/30/2031 |

Limitations

| Certificate | Limitation | District |
|----------------------------------|---|----------|
| LOCAL SUBSTITUTE TEACHING PERMIT | VALID FOR SUBSTITUTE TEACHING ONLY | |
| LOCAL SUBSTITUTE TEACHING PERMIT | MAXIMUM 90 DAYS OF SUBSTITUTE TEACHING PER SCHOOL SYSTEM PER SCHOOL YEAR. | |

Deficiencies

| Certificate | Deficiency |
|---------------------------------------|------------|
| All Deficiencies have been satisfied. | |

Frisen L. Makers

Commissioner of Education

Bradley S. Oster

Administrator

| | | |
|---------------------------------|-------------------|-----------------------|
| GENERAL FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 3,272,917.33 | |
| GENERAL REIMBURSEMENT FUND | \$ 26,174.83 | |
| PAY FLEX | \$ 18,482.18 | |
| CASH BALANCE | | \$ 3,272,917.33 |
| BURT COUNTY TAXES | \$ 135,344.98 | |
| WASHINGTON COUNTY TAXES | \$ 281,487.29 | |
| SPEC ED PROGRAMS | \$ 171,017.00 | |
| COUNTY FEES AND FINES | \$ 10,681.49 | |
| MEDICAID | \$ 431.16 | |
| STATE AID | \$ 83,822.00 | |
| INTEREST | \$ 1,625.13 | |
| | T. REVENUE | \$ 684,409.05 |
| | | \$3,957,326.38 |
| PAYROLL | \$ 628,183.84 | |
| EXPENDITURES | \$ 174,028.38 | |
| | T. EXPENDITURES | \$ 802,212.22 |
| Ending Balance 2/28/2026 | | \$3,155,114.16 |
| DEPRECIATION FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 190,322.49 | |
| CASH BALANCE | | \$ 190,322.49 |
| TRANSFER | | |
| INTEREST | \$ 364.09 | \$ 364.09 |
| | TOTAL REVENUE | \$190,686.58 |
| EXPENDITURES | \$ 1,324.00 | |
| | TOTAL EXPENDITURE | \$ 1,324.00 |
| Ending Balance 2/28/2026 | | \$189,362.58 |
| EMPLOYEE BENEFIT FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 49,007.62 | |
| CASH BALANCE | | \$ 49,007.62 |
| INTEREST | \$ 93.99 | |
| | | \$ 93.99 |
| | TOTAL REVENUE | \$ 49,101.61 |
| EXPENDITURES | | |

| | | |
|---------------------------------|-------------------|--------------------|
| | TOTAL EXPENDITURE | \$ - |
| ENDING BALANCE 2/28/2026 | | \$49,101.61 |
| ACTIVITY FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 90,377.66 | |
| CASH BALANCE | | \$ 90,377.66 |
| DEPOSITS | \$ 23,143.69 | |
| INTEREST | \$ 187.65 | |
| | | \$ 23,331.34 |
| TOTAL REVENUE | | \$113,709.00 |
| EXPENDITURES | \$ 33,262.28 | |
| | TOTAL EXPENDITURE | \$ 33,262.28 |
| Ending Balance 2/28/2026 | | \$80,446.72 |
| LUNCH FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 72,459.75 | |
| CASH BALANCE | | \$ 72,459.75 |
| DEPOSITS | \$ 9,341.00 | |
| INTEREST | \$ 138.92 | |
| | | \$ 9,479.92 |
| | TOTAL REVENUE | \$ 81,939.67 |
| PAYROLL | \$ 10,715.76 | |
| EXPENDITURES | \$ 23,810.93 | |
| | | \$ 34,526.69 |
| Ending Balance 2/28/2026 | | \$47,412.98 |
| BOND FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 1,186,399.48 | |
| CASH BALANCE | | \$ 1,186,399.48 |
| BURT COUNTY TAXES | \$ 18,606.31 | |
| WASHINGTON COUNTY TAXES | \$ 14,305.76 | |
| INTEREST | \$ 2,210.73 | |
| | | \$ 35,122.80 |
| | TOTAL REVENUE | \$1,221,522.28 |

| | | |
|--------------------------|----------------------|-----------------|
| EXPENDITURES | | |
| | TOTAL EXPENDITURE \$ | - |
| Ending Balance 2/28/2026 | | \$1,221,522.28 |
| BUILDING FUND | | |
| Feb-26 | | |
| CASH ON HAND | \$ 2,578,017.76 | |
| CASH BALANCE | | \$ 2,578,017.76 |
| BURT COUNTY TAXES | \$ 9,794.62 | |
| WASHINGTON COUNTY TAXES | \$ 25,816.77 | |
| INTEREST | \$ 4,155.68 | |
| | | \$ 39,767.07 |
| | TOTAL REVENUE | \$ 2,617,784.83 |
| EXPENDITURES | \$ 4,704.50 | |
| | TOTAL EXPENDITURE \$ | 4,704.50 |
| Ending Balance 2/28/2026 | | \$ 2,613,080.33 |

Tekamah-Herman Board Meeting
Elementary Report

4/16/26

Staff and Student Recognition

- A few Student Spotlights from March:
 - Freya Feeley- Using phonics skills to sound out words and write in Module lessons.
 - Destiny Santifer- Persevering when things feel tough in the classroom.
 - Slader Ray- Being a good friend and role model to his classmates.
- Last month Mrs. Braniff and Mrs. Niewohner led K-6 students for their spring concert, and it was a huge hit! All of our students were excited to perform, and so many students had a chance to showcase their hard work and talent with solos. And, the audience participation with a Kahoot game was incredible! Thank you to Molly and Shelly for everything they do for our students!

Principal's Report

- Our current enrollment is 283. We had two students transfer out of the district recently.
- In March I attended the NCSA Women in Leadership conference in Kearney, and it was a wonderful short couple of days with two keynote speakers and a great panel of women leaders in Nebraska. I was able to make new connections with colleagues from around the state, and am grateful for Mr. Kjar's support in attending this important professional conference.

Tekamah-Herman Board Meeting
Secondary Report

4/13/26

Staff and Student Recognition

- State FFA attendees: Daisy Cameron, Ruby Booth, Emily Stansberry, Parke Loftis, Cooper Langley, Landon Miller, Jager Leichleiter, Hayden Meisenbach, Landon Burt, Halle Olson, Isabella Evasic, Addi Brandstetter, Lane Loftis, Neil Pagels, Jon Cameron, Mason Tobin, Cameron Brummond, Charley Hoier, Wyatt Evasic, Cody Peterson, Brody Bromm, Kaden Olson, Georgia Johnson, Makenna Miller, Harley Hansen, Brayden Stierwalt
 - State Proficiency, Outdoor Recreation, 1st place: Jager Leichleiter
 - 7 State Degrees: Ruby Booth, Daisy Cameron, Cooper Langley, Jager Leichleiter, Parke Loftis, Landon Miller, Emily Stansberry.
- NSAA Academic All-State, Winter activities:
 - B BB: Grady Belfrage, Kaleb Kjar; G BB: Brooklyn Olson, Emily Stansberry;
B WR: Ryan Roche; G WR: Daisy Cameron, Edyn Goodwin; Speech: MaKenna Miller, Jasmine Ralston
- EHC Basketball All-Conference Honorable Mention: Camdan Chase and Brody Haag
- Golden Sower Challenge: Taylor Brummond, Teagan Erickson, McKinley Goodwin, Ivy Johnson, Macy Kelly, Bryx Leichleiter, Emily Loftis, Jersey Nathan, Olivia Struss, Mia Santifer, Rhett Sumey, Kenzi Walton, Emily Wolf.

Principal's Report

- ACT test and NSCAS testing
- District Music contest, April 24
- Honors Convocation, April 29
- Connecting Entrepreneurial Communities, April 29
- Graduation, May 9



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

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

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

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

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

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

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

None.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

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5 DISPUTE RESOLUTION

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9 CONTRACTOR

10 ARCHITECT

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13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE AND BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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

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User Notes:

(1699632236)

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

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

§ 2.3 Substantial Completion

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

(Paragraph deleted)

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

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

ARTICLE 3 CONTRACT SUM

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

(Paragraphs deleted)

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

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

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.3 Intentionally deleted.

(Paragraphs deleted)

§ 3.4 Intentionally deleted.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:

(Paragraphs deleted)

None.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

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

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

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

(Paragraph deleted)

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

(Paragraphs deleted)

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

(Paragraphs deleted)

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2

(Paragraphs deleted)

Intentionally deleted.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

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

§ 6.1.4 The Specifications:

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

n/a – Exhibit A defines the Scope of Work

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

§ 6.1.5 The Drawings:

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

n/a – Exhibit A defines the Scope of Work

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

§ 6.1.6 The Addenda, if any:

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

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

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

.1 Other Exhibits:

(Paragraph deleted)

[] Exhibit A, Scope of Work

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

.2 Other documents, if any, listed below:

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

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect’s interpretation. The terms and

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conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

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

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

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

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Building Information Models Use and Reliance

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

§ 7.7 Knowledge

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

§ 7.8 Severability

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

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

§ 7.9 Notice

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

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

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

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

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

§ 7.10 Relationship of the Parties

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

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally deleted.

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

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written

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order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

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

§ 8.4 Extent of the Owner Rights

§ 8.4.1 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

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

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings furnished by the Owner, or the work installed by other contractors, is not guaranteed by the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, equipment suppliers, materials suppliers, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

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

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 Intentionally deleted.

§ 10.2 Intentionally deleted.

§ 10.3 Intentionally deleted.

§ 10.4 Intentionally deleted.

§ 10.5 Intentionally deleted.

§ 10.6 Intentionally deleted.

§ 10.7 Intentionally deleted.

§ 10.8 Intentionally deleted.

(Paragraph deleted)

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

Init.

§ 13.3 Intentionally deleted.

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

§ 13.5 Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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

ARTICLE 14 TIME

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

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

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

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

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 14.6 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

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

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

§ 15.2 Control Estimate

Not Used.

(Paragraphs deleted)

§ 15.3 Applications for Payment

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

§ 15.3.2 Intentionally deleted.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Owner will, within ten (10) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor of the Owner's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 Not Used.

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

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

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- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than ten (10) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

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

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

§ 15.6 Substantial Completion

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

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

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

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

§ 15.7 Final Completion and Final Payment

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

final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

(Paragraphs deleted)

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Paragraph deleted)

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

§ 17.1.14

(Paragraph deleted)

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

§ 17.1.15

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

§ 17.1.16

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

§ 17.1.17

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

(Table deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

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

§ 17.2.2.2 Waiver of Subrogation

(Paragraphs deleted)

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

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

§ 17.2.2.2.3 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Contractor its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to its consultants and Subcontractors in similar manner.

(Table deleted)

§ 17.3 Performance Bond and Payment Bond

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

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

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

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

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

§ 19.3 Tests and Inspections

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

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time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

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

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

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor

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by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

§ 20.3 Termination by the Owner for Convenience

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

(Paragraphs deleted)

Subcontracts. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

ARTICLE 21 CLAIMS AND DISPUTES

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

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 21.3 Time Limits on Claims

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

(Paragraphs deleted)

§ 21.9 Continuing Contract Performance

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

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

OWNER *(Signature)*

Bradley Kjar, Superintendent
Tekamah Herman Schools

(Printed name and title)

CONTRACTOR *(Signature)*

Chad Wiles, President
Hausmann Construction, Inc.

(Printed name and title)

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

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

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PAGE 1

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

...

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

...

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

...

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

...

None.

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21 CLAIMS AND DISPUTES

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

...

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

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

Not later than calendar days from the date of commencement of the Work.

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

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

Portion of Work

Substantial Completion Date

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

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

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

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

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

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

Item

Units and Limitations

Price per Unit (\$0.00)

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

Item

Price

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

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

~~§ 3.3.2~~ The Contractor's Fee:

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

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

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

~~§ 3.4.2~~ The Contractor's Fee:

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

~~§ 3.4.3~~ **Guaranteed Maximum Price**

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

~~§ 3.4.3.2~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

~~§ 3.4.3.3~~ Unit Prices, if any:

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

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

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

~~(Identify each allowance.)~~

| Item | Price |
|-------------|--------------|
|-------------|--------------|

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

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

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

§ 3.5 Liquidated damages, if any:

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

None.

...

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

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

month.

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

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

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

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

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§ 4.1.5 ~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

...

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

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

...

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

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

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

...

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

Intentionally deleted.

PAGE 5

n/a – Exhibit A defines the Scope of Work

...

n/a – Exhibit A defines the Scope of Work

...

(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work. Exhibit A, Scope of Work

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

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

§ 7.5

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

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

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

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

...

§ 7.7 Knowledge

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

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

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

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

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

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

...

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

...

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

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

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

§ 8.4 Extent of the Owner Rights

§ 8.4.1 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

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

...

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings furnished by the Owner, or the work installed by other contractors, is not guaranteed by the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the

Owner

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§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, ~~Subcontractors~~ Subcontractors, equipment suppliers, materials suppliers, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

...

The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. ~~All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.~~ The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

...

~~The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~ Owner is a tax-exempt entity under state and/or federal law. Owner will provide Contractor with tax-exempt status documentation upon request.

...

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

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

...

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

...

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the ~~Architect~~ Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner ~~and Architect~~ that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the

information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

...

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner ~~and the Architect~~ will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. ~~The Architect~~ Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. ~~The Architect's~~ Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

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

...

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

...

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

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

...

~~§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.~~

Intentionally deleted.

~~§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

Intentionally deleted.

~~§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~

Intentionally deleted.

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

Intentionally deleted.

~~§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.~~

Intentionally deleted.

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

Intentionally deleted.

~~§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

Intentionally deleted.

~~§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.~~Intentionally deleted.

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

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

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

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

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

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

~~§ 13.5 Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.~~

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

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§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.~~ may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 14.6 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

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

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

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Not Used.

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

~~§ 15.2.2 The Control Estimate shall include:~~

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

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

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

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

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

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

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

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§ 15.4.1 The Architect-Owner will, within seven-ten (10) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect-Owner determines is properly due, or notify the Contractor and Owner of the Architect's-Owner's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 The Architect-Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect-Owner. If the Owner is unable to certify payment in the amount of the Application, the Architect-Owner will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect-Owner cannot agree on a revised amount, the Architect-Owner will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect parties can agree upon. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's-Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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§ 15.5.1 The Contractor shall pay each Subcontractor, no later than ~~seven~~ ten (10) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

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

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

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

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

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§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Architect~~ Owner will promptly make such inspection and, when the ~~Architect~~ Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ Owner will promptly issue a final Certificate for Payment stating that to the best of the ~~Architect's~~ Owner's knowledge, information and belief, and on the basis of the ~~Architect's~~ Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. ~~The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.~~

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The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and

16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

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~~§ 16.2.2~~ To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

~~§ 16.2.3~~ If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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

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

...

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 17.1.14 Other Insurance Provided by the Contractor

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

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

§ 17.1.15

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

§ 17.1.16

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

§ 17.1.17

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

Coverage

Limits

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

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

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

Waiver of Subrogation

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

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

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

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

§ 17.2.2.7 Waiver of Subrogation

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

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

~~§ 17.2.2.8~~ A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

~~§ 17.2.3 Other Insurance Provided by the Owner~~

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

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

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

~~§ 17.2.2.2.3~~ A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Contractor its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to its consultants and Subcontractors in similar manner.

Coverage

Limits

~~§ 17.3.1~~ The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution. Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

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

PAGE 20

~~§ 18.1~~ The Contractor shall promptly correct Work rejected by the ~~Architect-Owner~~ or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ~~Architect's-Owner's~~ services and expenses made necessary

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

...

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

...

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

...

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

PAGE 21

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

...

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

...

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

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

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

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

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

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

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

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

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

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

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

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

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

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If the ~~Architect~~ Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the ~~Owner and the Architect, Owner~~, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

...

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

...

§ 20.2.4 If the unpaid balance of the Contract Sum ~~exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.~~ is less than all costs of finishing the Work, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contact Sum is greater than all costs of finishing the Work, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

...

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

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

Subcontracts. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

...

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

...

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the ~~Architect~~ other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

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

~~**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award~~

rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

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

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

OWNER (Signature)

Bradley Kjar, Superintendent
Tekamah Herman Schools

(Printed name and title)

CONTRACTOR (Signature)

Chad Wiles, President
Hausmann Construction, Inc.

(Printed name and title)

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

§ 21.10 ~~Continuing Contract Performance~~

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

§ 21.11 ~~Waiver of Claims for Consequential Damages~~

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

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

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

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

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



(Signed)



(Title)



(Dated)



04/11/2025

Tekamah Casework Budget Clarifications

Inclusions/Clarifications

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

Allowances

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

Exclusions

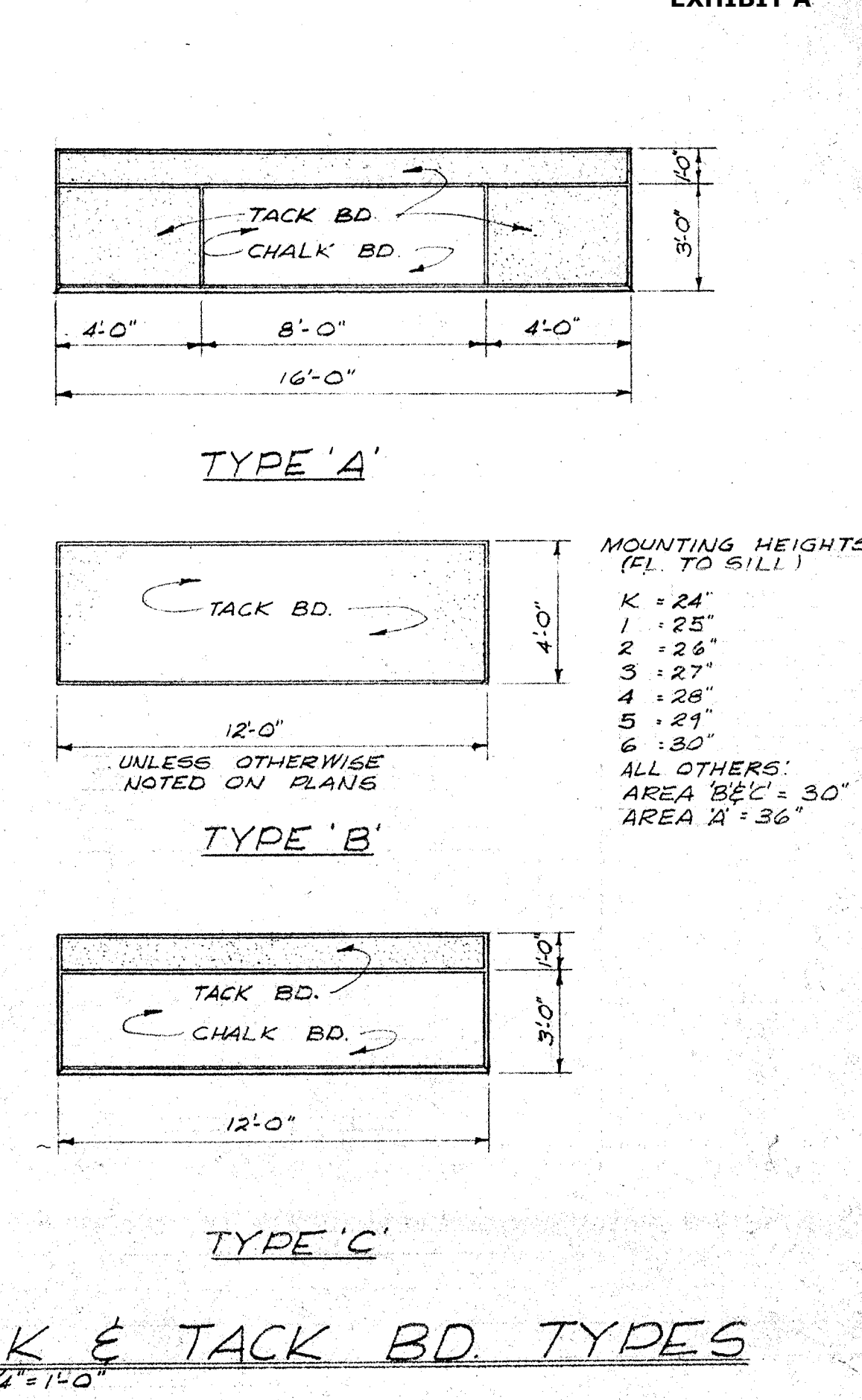
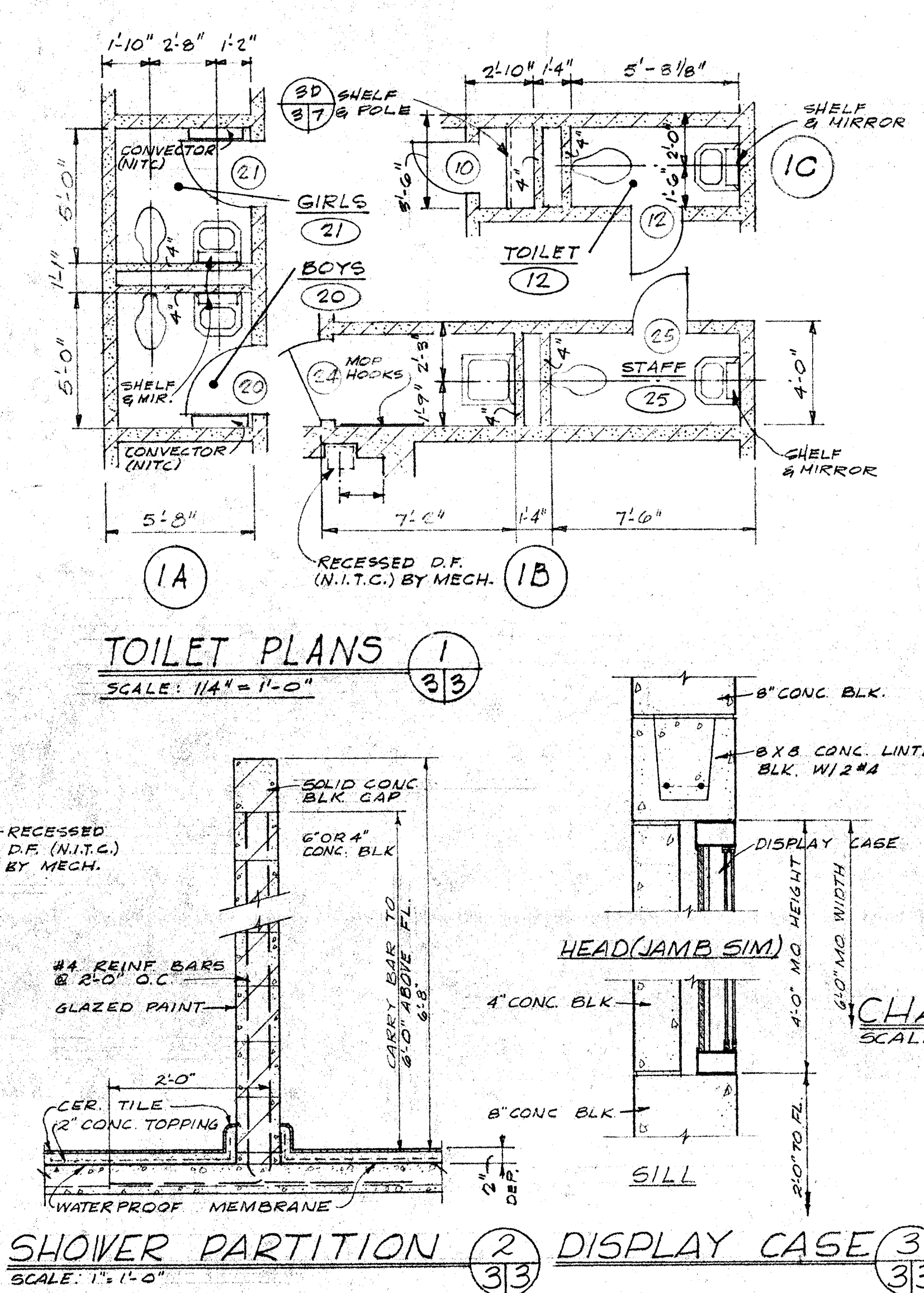
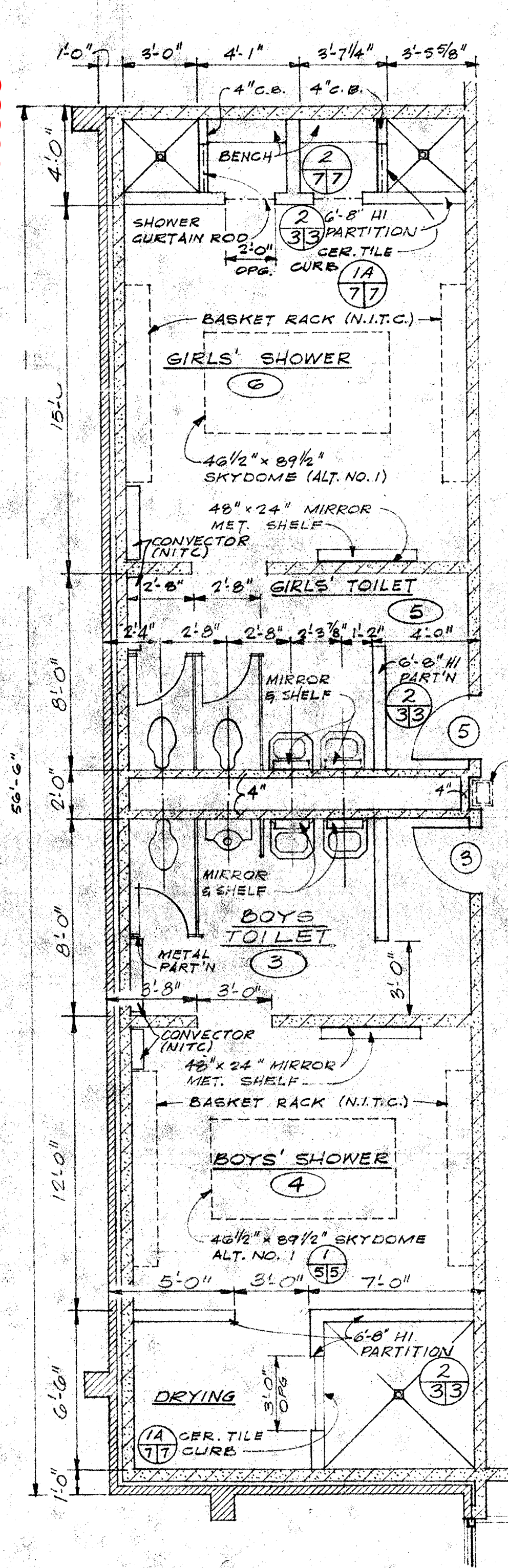
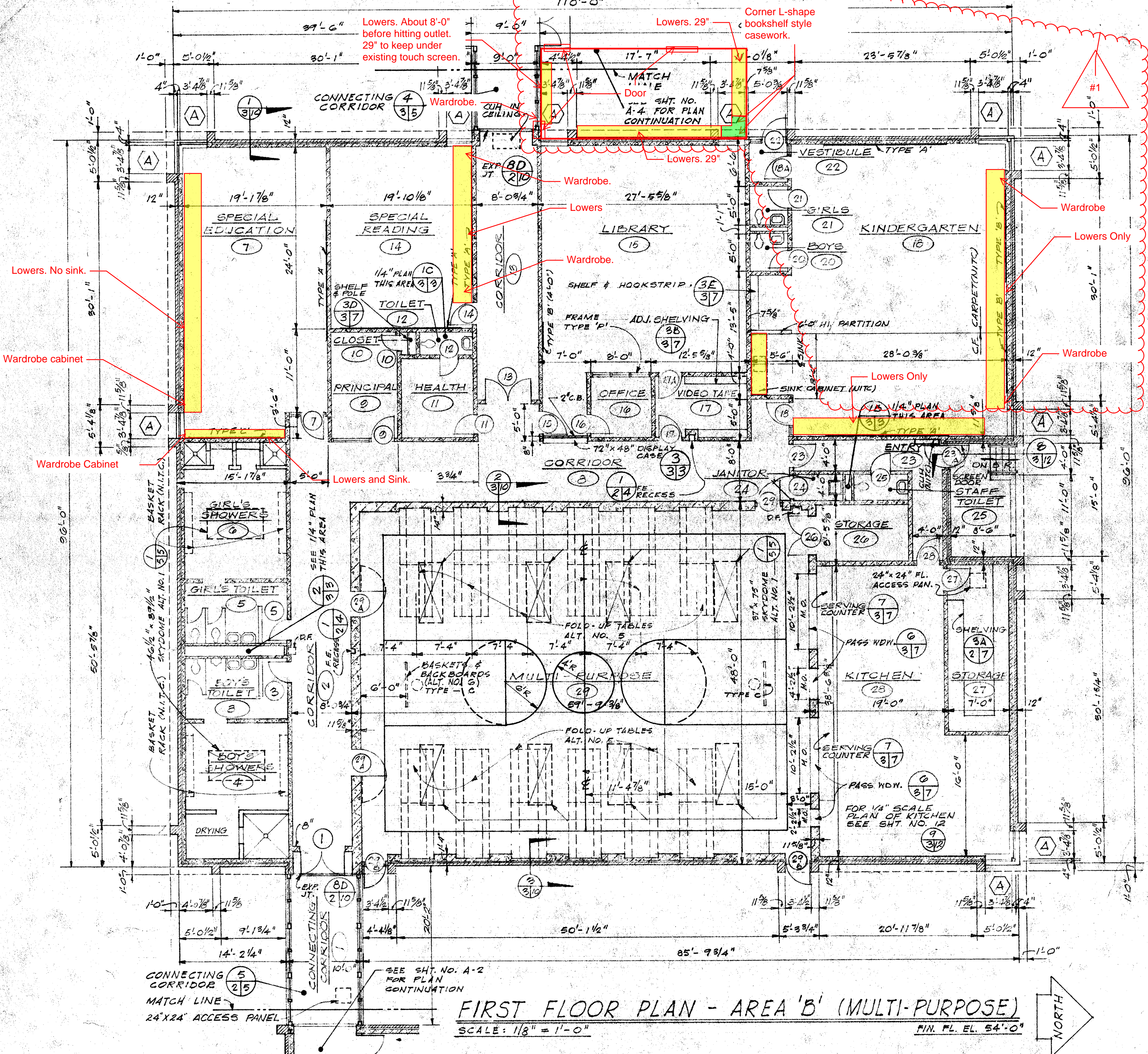


04/11/2025

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

List Plans & Specifications

1. None provided.

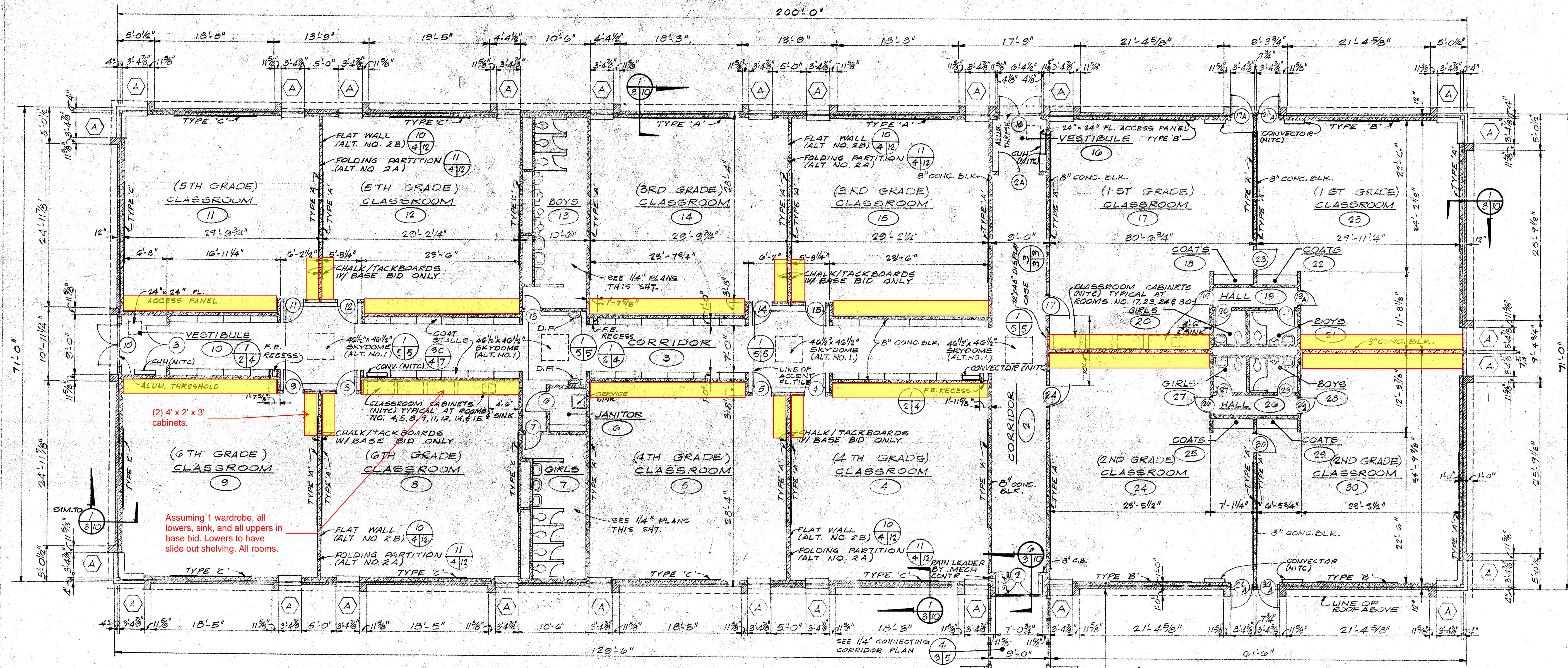


GENERAL NOTES

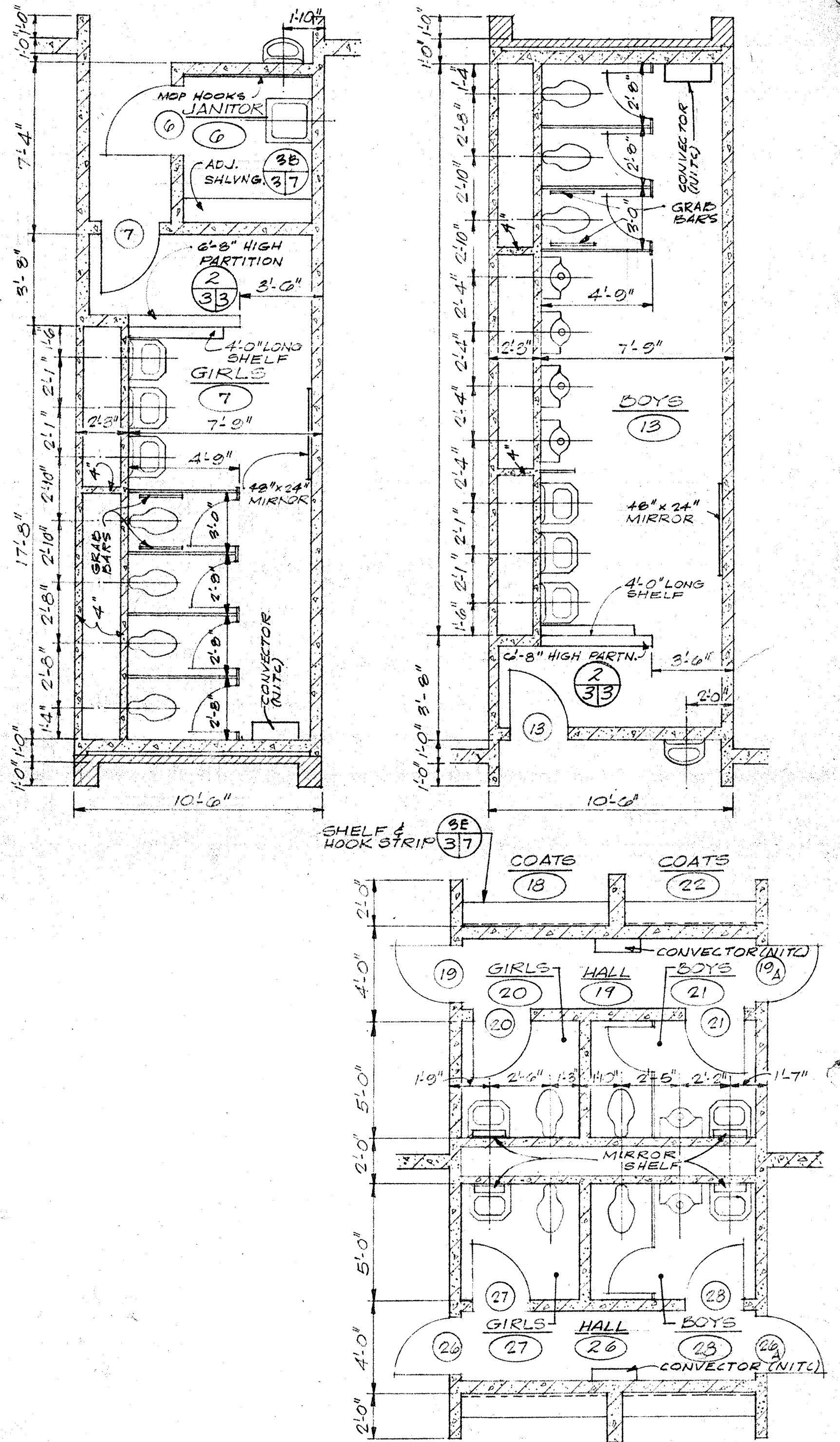
1. MATCH ALL REMODELED AREAS TO MATCH EXISTING CONDITIONS
2. VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS
3. ALL CONC. BLK IS 6' UNLESS OTHERWISE NOTED.
4. ALL CONC. BLK IS RUNNING BOND UNLESS OTHERWISE NOTED.
5. ALL CONC. BLK IS REGULAR WEIGHT EXCEPT GYMNASIUM WHICH SHALL BE LIGHT WEIGHT FROM 8'-0" ABOVE THE FLOOR TO ROOF.
6. ALL CONC. BLK WALLS SHALL EXTEND TO STRUCTURAL ROOF DECK UNLESS OTHERWISE NOTED
7. FLOOR GLASS SHALL NOT BE POURED UNTIL WALLS AND ROOF ARE ERECTED.
8. SIZE & LOCATION OF ALL MECHANICAL SUPPLIED FIXTURE RECESSES SHALL BE CONFIRMED WITH MECHANICAL CONTRACT.

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

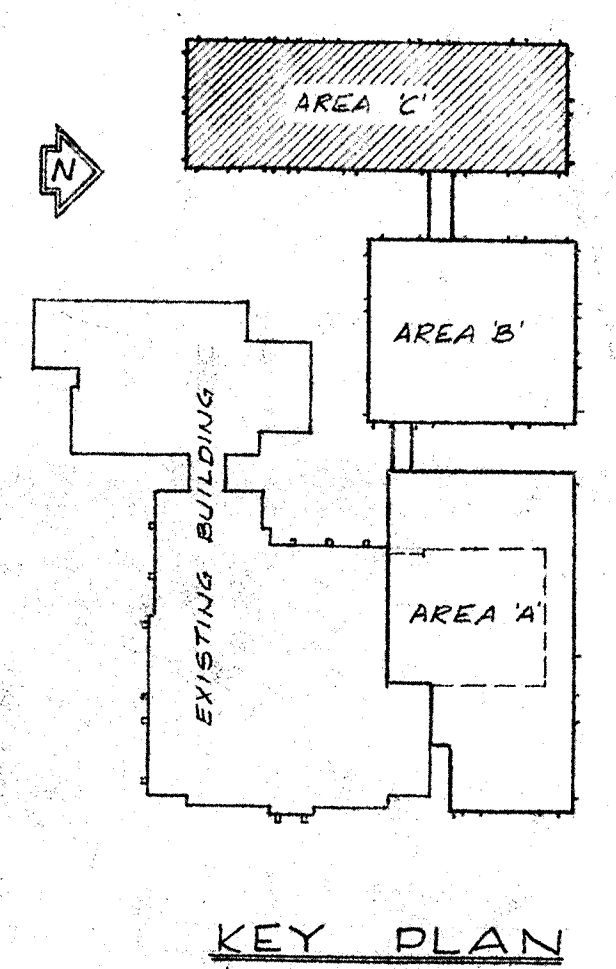
| DOOR SCHEDULE (AREA 'B') | | | | | | | | | | |
|--------------------------|-----------------|-----------|--------|----------|-------|----------|------|---------|----------|-------------------|
| DOOR NO. | SIZE | DOOR TYPE | LOUVER | MATERIAL | FRAME | | HDWE | REMARKS | | |
| | | | | | TYPE | MATERIAL | | | DET. NO. | SHT. NO. |
| 1 | PR 3'-0" 6'-8" | C | | METAL | B | METAL | 4 | 11 | 5 | B' LABEL 1 1/2 HR |
| 3 | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 7 | |
| 5 | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 7 | |
| 7 | 3'-0" 6'-8" | B | | WOOD | N | METAL | 1 | 12 | 9 | |
| 9 | 3'-0" 6'-8" | B | | WOOD | O | METAL | 2 | 12 | 14 | |
| 10 | 2'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 11 | |
| 11 | 3'-0" 6'-8" | B | | WOOD | L | METAL | 1 | 12 | 13 | |
| 12 | 2'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 12 | UNDERCUT 1" |
| 13 | PR 3'-0" 6'-8" | A | | METAL | L | METAL | 1 | 12 | 6 | |
| 14 | 3'-0" 6'-8" | B | | WOOD | L | METAL | 1 | 12 | 9 | |
| 15 | 3'-0" 6'-8" | B | | WOOD | L | METAL | 1 | 12 | 9 | |
| 16 | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 13 | |
| 17 | 3'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 10 | |
| 17A | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 10 | |
| 18 | 3'-0" 6'-8" | B | | WOOD | N | METAL | 1 | 12 | 9 | |
| 18A | 3'-0" 6'-8" | B | | WOOD | N | METAL | 1 | 12 | 11 | |
| 20 | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 12 | UNDERCUT 1" |
| 21 | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 12 | UNDERCUT 1" |
| 22 | 3'-0" 6'-8" | D | | ALUM | E | METAL | 5 | 11 | 2 | |
| 23 | 3'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 11 | |
| 23A | 3'-6" 6'-8" | F | | METAL | B | METAL | 10 | 11 | 3 | |
| 24 | 3'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 10 | UNDERCUT 1" |
| 25 | 2'-6" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 12 | UNDERCUT 1" |
| 26 | PR 2'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 15 | |
| 27 | 3'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 10 | |
| 28 | 3'-0" 6'-8" | C | | WOOD | B | METAL | 4 | 11 | 9 | |
| 29 | 3'-0" 6'-8" | B | | WOOD | B | METAL | 4 | 11 | 10 | |
| 29A | (2) 3'-0" 6'-8" | E | | WOOD | B | METAL | 4 | 11 | 10 | |
| 29B | (2) 3'-0" 6'-8" | C | | METAL | A | METAL | 2 | 11 | 2 | |



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

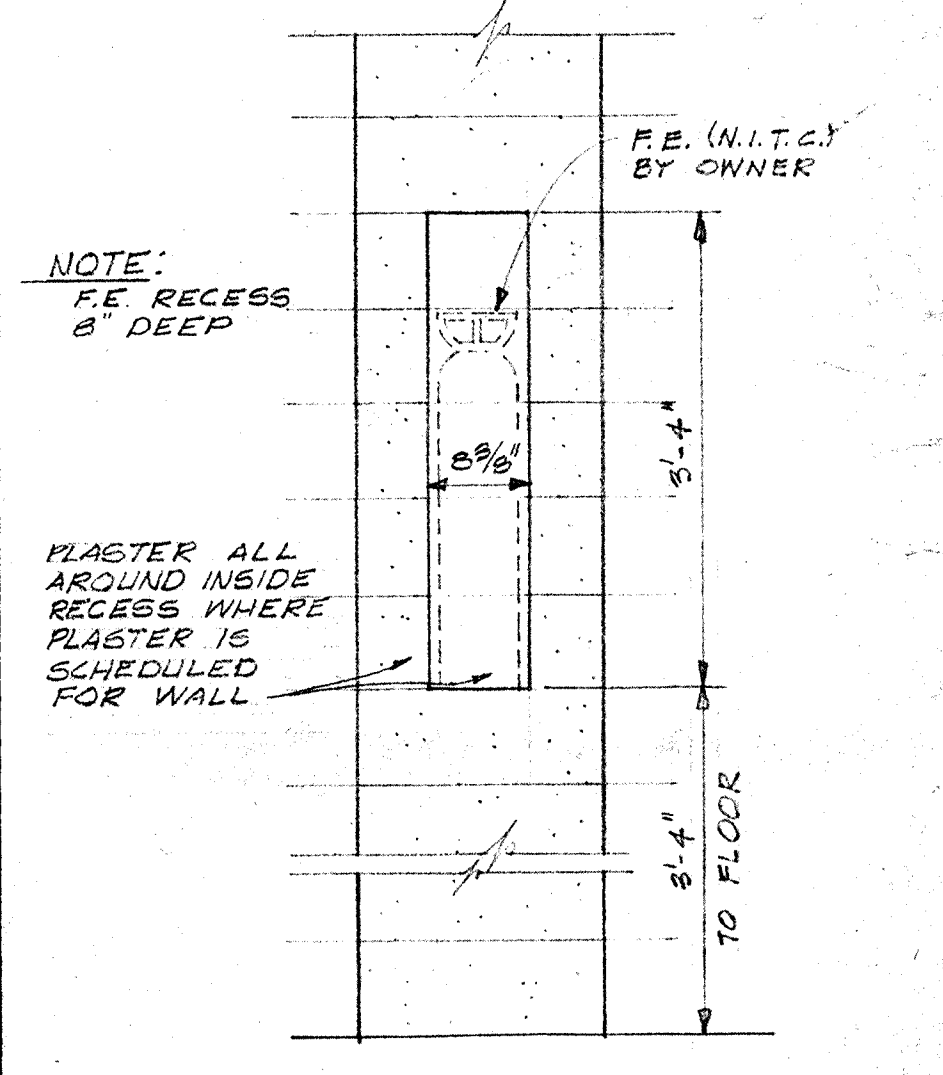


TOILET PLANS
SCALE: 1/4" = 1'-0"



| DOOR SCHEDULE (AREA 'C') | | | | | | | | | | | | |
|--------------------------|----------|-------|-------|-----------|---------|----------|------------|----------|----------|----------|--------------|-------------------|
| DOOR NO. | W | H | T | DOOR TYPE | LOUVER | MATERIAL | FRAME TYPE | MATERIAL | DET. NO. | SHT. NO. | HOWE SET NO. | REMARKS |
| 1 | PR 3'-0" | 6'-8" | 13/4" | D | | ALUM | J | METAL | 0,7 | 11 | 1 | |
| 1A | PR 3'-0" | 6'-8" | 13/4" | D | | ALUM | J | METAL | 0,7 | 11 | 1 | |
| 2 | PR 3'-0" | 6'-8" | 13/4" | C | | METAL | B | METAL | 4 | 11 | 5 | B LABEL 1 1/2 HR. |
| 2A | PR 3'-0" | 6'-8" | 13/4" | C | | METAL | L | METAL | 1 | 12 | 6 | |
| 3 | PR 3'-0" | 6'-8" | 13/4" | A | | METAL | L | METAL | 1 | 12 | 6 | |
| 4 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 5 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 6 | 3'-0" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 10 | UNDERCUT 1" |
| 7 | 2'-6" | 6'-8" | 13/4" | C | 18"X18" | WOOD | B | METAL | 4 | 11 | 7 | |
| 8 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 9 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 10 | FR 3'-0" | 6'-8" | 13/4" | D | | ALUM | H | METAL | 5 | 11 | 1 | |
| 11 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 12 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 13 | 2'-6" | 6'-8" | 13/4" | C | 18"X18" | WOOD | B | METAL | 4 | 11 | 7 | |
| 14 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 15 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | M | METAL | 3 | 12 | 9 | |
| 16 | FR 3'-0" | 6'-8" | 13/4" | D | | ALUM | G | METAL | 5 | 11 | 1 | |
| 17 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | N | METAL | 1 | 12 | 9 | |
| 17A | 3'-0" | 6'-8" | 13/4" | D | | ALUM | F | METAL | 5 | 11 | 2 | |
| 19 | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 7 | UNDERCUT 1" |
| 19A | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 7 | UNDERCUT 1" |
| 20 | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 12 | UNDERCUT 1" |
| 21 | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 7 | UNDERCUT 1" |
| 23 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | L | METAL | 1 | 12 | 11 | |
| 23A | 3'-0" | 6'-8" | 13/4" | D | | ALUM | F | METAL | 5 | 11 | 2 | |
| 24 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | N | METAL | 1 | 12 | 9 | |
| 24A | 3'-0" | 6'-8" | 13/4" | D | | ALUM | F | METAL | 5 | 11 | 2 | |
| 26 | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 7 | UNDERCUT 1" |
| 26A | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 7 | UNDERCUT 1" |
| 27 | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 12 | UNDERCUT 1" |
| 28 | 2'-6" | 6'-8" | 13/4" | C | | WOOD | B | METAL | 4 | 11 | 7 | UNDERCUT 1" |
| 30 | 3'-0" | 6'-8" | 13/4" | B | | WOOD | L | METAL | 1 | 12 | 11 | |
| 30A | 3'-0" | 6'-8" | 13/4" | D | | ALUM | F | METAL | 5 | 11 | 2 | |

| ROOM FINISH SCHEDULE (AREA 'C') | | | | | | | | | | | | |
|---------------------------------|---------------------|---------------|--------|-------|-------|----------|----------|----------|----------|------------------|-------|--------------------------|
| ROOM NO. | ROOM NAME | FLOOR SUB-FL. | FINISH | BASE | WNSCT | NORTH | SOUTH | EAST | WEST | CEILING MATERIAL | HT. | REMARKS |
| 1 | CONNECTING CORRIDOR | CONC | CF | VINYL | NONE | GLASS | GLASS | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 2 | CORRIDOR | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 3 | CORRIDOR | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 4 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 5 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 6 | JANITOR | CONC | NONE | NONE | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 7 | GIRLS | CONC 2' DEEP | CER T | CER T | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | VINYL PAU | 9'-0" | GLAZED PAINT ON CONC BLK |
| 8 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 9 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 10 | VESTIBULE | CONC | CF | VINYL | NONE | CONC BLK | GLASS | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 11 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 12 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 13 | BOYS | CONC 2' DEEP | CER T | CER T | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | VINYL PAU | 9'-0" | GLAZED PAINT ON CONC BLK |
| 14 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 15 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 16 | VESTIBULE | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 17 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 18 | COATS | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 19 | HALL | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 20 | GIRLS | CONC 2' DEEP | CER T | CER T | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | VINYL PAU | 9'-0" | GLAZED PAINT ON CONC BLK |
| 21 | BOYS | CONC 2' DEEP | CER T | CER T | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | VINYL PAU | 9'-0" | GLAZED PAINT ON CONC BLK |
| 22 | COATS | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 23 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 24 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 25 | COATS | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 26 | HALL | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 27 | GIRLS | CONC 2' DEEP | CER T | CER T | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | VINYL PAU | 9'-0" | GLAZED PAINT ON CONC BLK |
| 28 | BOYS | CONC 2' DEEP | CER T | CER T | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | VINYL PAU | 9'-0" | GLAZED PAINT ON CONC BLK |
| 29 | COATS | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |
| 30 | CLASSROOM | CONC | CF | VINYL | NONE | CONC BLK | CONC BLK | CONC BLK | CONC BLK | AC PANEL | 9'-0" | |



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

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

Safe Return/Stay in School Plan



Tekamah-Herman Community Schools

DRAFT Revised 07-08-2021

Reviewed 12-20-2021

Reviewed 7/11/22

Reviewed 7/10/23

Reviewed 7/8/24

Reviewed 4/14/2025

Reviewed 4/13/26

Tekamah-Herman Schools Return to School Plan **2025-2026**

Introduction

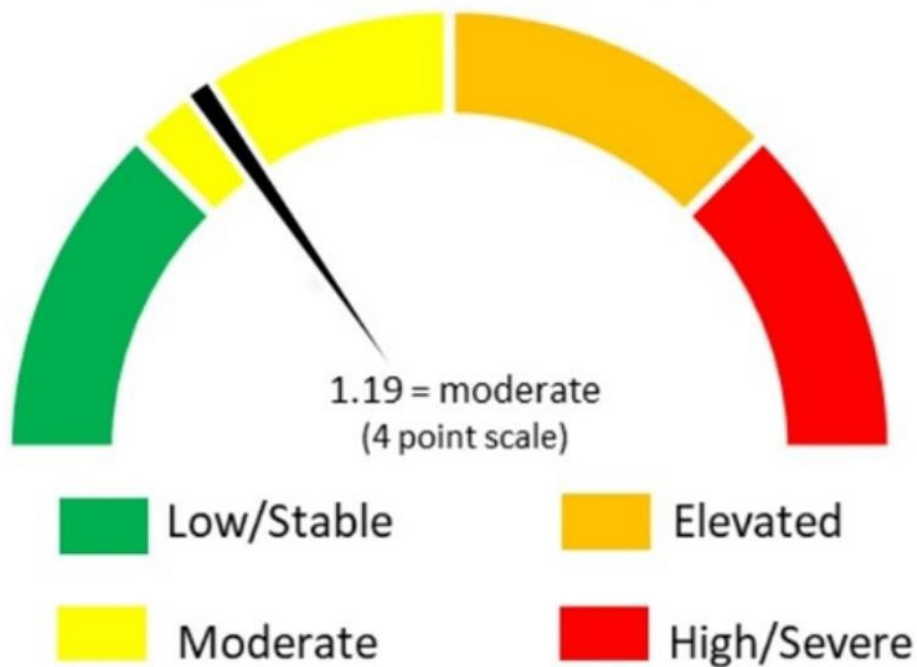
It is the goal of the Tekamah-Herman Schools to start the 2025-2026 school year with 100% of our students in the building, operating normally. **Students and staff have the option to wear masks but are not required to at this time.**

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

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

Elkhorn Logan Valley Public Health

Risk Dial: Week ended 7/20/20



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

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

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

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

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

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

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

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

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

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

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

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

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

Masks/Face Coverings

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

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

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

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

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

Screening Students

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

Hygiene/Building Maintenance

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

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

Daily Routine

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

Transportation

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

Meal Service

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



TEKAMAH-HERMAN SCHOOLS

Home of the Tigers

This is the "Current Board Policy"
Yellow Highlights are admin edits.

Tekamah-Herman Public Schools Facility Use Application

This form must be completed and submitted to the THS high school office no less than 10 days prior to the event.

Applicant Name ("Applicant"): _____
Organization Name ("Organization"), if applicable: _____
Applicant's Position within Organization: _____
Address: _____
Phone Number: _____ Email: _____
Description of Requested Use: _____

Is your organization a registered 501(c)(3) or other nonprofit? Yes No
Are you charging a fee for your services/event? Yes No
Is your event/service offered to non THS students? Yes No
Does anyone receive personal compensation from your services/event?
 Yes No

Date(s) of Requested Use: _____
Time of Requested Use: _____ to _____
Facility/Room Request, if preferred: _____
Expected Number of Attendees: _____

Check any of the following needs which apply to your request. Note that the district may deem additional services necessary and may require the Applicant/Organization to pay for such services as a condition of use:

- Custodial (set up, tear down, sanitation)
- Kitchen/Kitchen Staff (cooking, food service, clean up)
- Technology Assistance (sound, lighting, presentation)
- Commons Concession Stand Access
- Other: _____

Approval from a THS Head Varsity Coach: _____

Liability Insurance, check applicable:

- I/we have coverage of \$5 million per occurrence.
- I/we have other coverage:

- I/we have no insurance coverage

Terms and Conditions of Use:

1. All users must comply with the school board's facility use and other policies, rules, and regulations. A copy of the board's facility use policy is available upon request.
2. The facilities are closed from 10 PM to 7 AM and may not be used during those hours.
3. The user(s) named above and the individual(s) signing on behalf of the User agree to defend, indemnify, and hold harmless the school district, its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.
4. All non-governmental users may be required to provide a certificate of insurance and name the district as an additional insured, on a primary and non-contributory basis, and provide documentation evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$5,000,000.00 per occurrence, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. These coverage limits may be achieved through a combination of underlying policies and umbrella/excess policies, if preferred. There shall be no exclusions for contracted liability. All governmental users shall provide evidence of insurance or self-insurance to the limits set forth in NEB. REV. STAT. § 13-926.
5. All users are subject to the fee schedule established by the school board, and all Applicants by signing below verify that they have authority to sign this application on behalf of the listed Organization, and all individuals and agents of organizations certify that they have financial means and authorization to pay for the required fees and deposits, if any.

6. Tekamah-Herman Schools activities will always have priority for use of facilities. In the event that a THS activity is scheduled or rescheduled on a date that has been reserved by an outside individual or organization that event may be cancelled or rescheduled. Refunds are not guaranteed.

Fee Structure:

Approved Non-Profit Organization = \$0 up to \$150

Approved For-Profit Organization/Clinician = \$0 up to \$150

Approved For-Profit Organization/Clinician with THS Varsity Coach Approval = \$0

*Additional custodial/cleaning charges may apply.

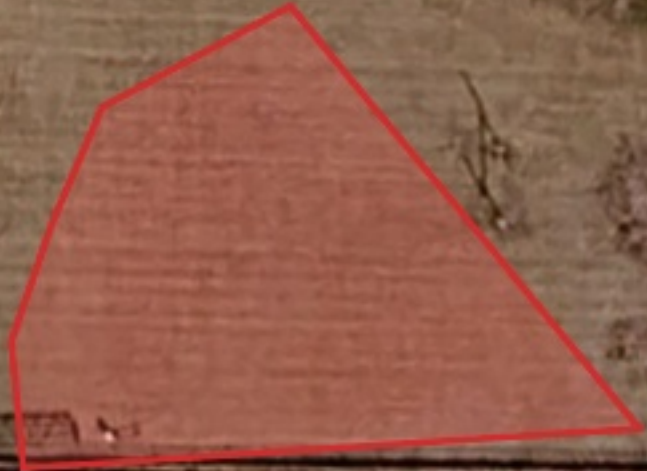
Facilities use and fee decisions are at the discretion of the Superintendent and are final.

Applicant's Signature: _____

Date: _____

| |
|--|
| <p><i>For District Use Only</i></p> <p><u>Application</u></p> <ul style="list-style-type: none"><input type="checkbox"/> Denied<input type="checkbox"/> Approved, subject to the following <p><u>Insurance</u></p> <ul style="list-style-type: none"><input type="checkbox"/> User has provided sufficient proof of insurance.<input type="checkbox"/> User must obtain proof of insurance and list district as additional insured.<input type="checkbox"/> Insurance requirements are waived. <p><u>Additional Services Requested/Required</u></p> <ul style="list-style-type: none"><input type="checkbox"/> Custodial: \$ _____<input type="checkbox"/> Kitchen: \$ _____<input type="checkbox"/> Technology: \$ _____<input type="checkbox"/> None <p>Total Fee Required to Grant Use: \$ _____</p> |
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Mud Creek





ALTERNATE SIGNAGE TEXT - YELLOW TIGERS



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Tekamah-Herman Board Meeting
Elementary Report

4/16/26

Staff and Student Recognition

- A few Student Spotlights from March:
 - Freya Feeley- Using phonics skills to sound out words and write in Module lessons.
 - Destiny Santifer- Persevering when things feel tough in the classroom.
 - Slader Ray- Being a good friend and role model to his classmates.

- Last month Mrs. Braniff and Mrs. Niewohner led K-6 students for their spring concert, and it was a huge hit! All of our students were excited to perform, and so many students had a chance to showcase their hard work and talent with solos. And, the audience participation with a Kahoot game was incredible! Thank you to Molly and Shelly for everything they do for our students!

Principal's Report

- Our current enrollment is 283. We had two students transfer out of the district recently.

- In March I attended the NCSA Women in Leadership conference in Kearney, and it was a wonderful short couple of days with two keynote speakers and a great panel of women leaders in Nebraska. I was able to make new connections with colleagues from around the state, and am grateful for Mr. Kjar's support in attending this important professional conference.

Tekamah-Herman Board Meeting
Secondary Report

4/13/26

Staff and Student Recognition

- State FFA attendees: Daisy Cameron, Ruby Booth, Emily Stansberry, Parke Loftis, Cooper Langley, Landon Miller, Jager Leichleiter, Hayden Meisenbach, Landon Burt, Halle Olson, Isabella Evasic, Addi Brandstetter, Lane Loftis, Neil Pagels, Jon Cameron, Mason Tobin, Cameron Brummond, Charley Hoier, Wyatt Evasic, Cody Peterson, Brody Bromm, Kaden Olson, Georgia Johnson, Makenna Miller, Harley Hansen, Brayden Stierwalt
 - State Proficiency, Outdoor Recreation, 1st place: Jager Leichleiter
 - 7 State Degrees: Ruby Booth, Daisy Cameron, Cooper Langley, Jager Leichleiter, Parke Loftis, Landon Miller, Emily Stansberry.
- NSAA Academic All-State, Winter activities:
 - B BB: Grady Belfrage, Kaleb Kjar; G BB: Brooklyn Olson, Emily Stansberry;
B WR: Ryan Roche; G WR: Daisy Cameron, Edyn Goodwin; Speech: MaKenna Miller, Jasmine Ralston
- EHC Basketball All-Conference Honorable Mention: Camdan Chase and Brody Haag
- Golden Sower Challenge: Taylor Brummond, Teagan Erickson, McKinley Goodwin, Ivy Johnson, Macy Kelly, Bryx Leichleiter, Emily Loftis, Jersey Nathan, Olivia Struss, Mia Santifer, Rhett Sumey, Kenzi Walton, Emily Wolf.

Principal's Report

- ACT test and NSCAS testing
- District Music contest, April 24
- Honors Convocation, April 29
- Connecting Entrepreneurial Communities, April 29
- Graduation, May 9