

Board of Education Regular Meeting  
Monday, December 12, 2022 7:30 PM  
Library--Superior High School, Superior, NE  
PO Box 288  
Superior, NE 68978

1. Routine Business
  - 1.1. Call Meeting to Order
  - 1.2. Pledge of Allegiance
  - 1.3. Roll Call
  - 1.4. Excuse Absent Board Member(s)
2. Regular Meeting Agenda
  - 2.1. Public Participation
  - 2.2. Presentations - Staff/Students
    - Drew Harris of ESU 9
  - 2.3. Student Ambassador Report
  - 2.4. Consent Agenda
    - 2.4.1. Approval of Previous Minutes
    - 2.4.2. Approval of Treasurer's Report
    - 2.4.3. Approval of School Activity Fund Report
    - 2.4.4. Approval of Revenue Budget Report
    - 2.4.5. Approval of Expense Budget Report
  - 2.5. Approval of Previous Months Claims
  - 2.6. Certified Resignation
  - 2.7. Certified Hire

2.8. Review of COVID Protocols/Return to Learn Plan

2.9. Early Retirement Incentive

2.10. 2023-2025 Superintendent Contract

2.11. Middle School/High School addition and renovation

Discuss, consider, and take all necessary action to award contract for the Public Entrance Addition and Renovation project to the lowest responsible bidder. Bids were received on December 6, 2022.

2.12. Cell Phones

3. Correspondence

4. Discussion Items

4.1. Principals' Reports

4.2. Superintendent's Report

cost of postcards. Nuckolls county was \$1014 Webster County \$272

4.3. Report from Board Committees

4.4. State Education Conference

5. Items for Next Board Meeting

6. Adjournment

December 12, 2022

The Student Council will be having their annual White Elephant Holiday Gift Exchange this Thursday at their morning meeting. They also completed their Staff Appreciation and Giving Tree projects. They will be holding a Cake Raffle in January, and all the money earned from that raffle will be donated to Make-a-Wish. They are also conducting Festive Days next week; students can get points for wearing certain festive outfits. The class with the most points will get to eat lunch first for January.

The high school Choir went caroling at downtown businesses during the "Once Upon a Christmas" event on Friday night. All 6-12 Music classes will perform at the concert this coming Thursday night. In January, various students will be attending honor bands and choirs that they auditioned and were selected for, including seven students who were all accepted into the UNK Honor Choir and Honor Band. 7-12 Band students will be playing pep band at many of the home basketball games this season with our largest number of students in pep band in over 10 years.

FFA members traveled to Kearney on November 30 for the Fall CDE competitions. The Poultry and Floriculture teams both placed 8th. The Floriculture's team arrangement received 1st place. Ella Gardner received 4th in the high school division and Thalia Grijalva received 3rd in the middle school division of Livestock Evaluation. The group is enabling community members to buy a FFA T-shirt to help support the organization. FFA fruit will be delivered tomorrow to the school, and then members will start delivering it to the patrons.

Drama has been busy. Conference competition was on November 15, where they received 6th place. At districts, they also received 6th. Ashleigh Primus received All-Conference Outstanding Actress.

The speech team will start practicing for their season after the One-Act Play season after holiday break. Their competitions start in January.

FBLA helped set up the Scouts Cabin in Candy Cane Lane as well as served food and drinks on the nights they had hay rack rides.

Art Club handed out free coloring pages during the Once Upon a Christmas Night at the Crest Theater. The school mural, down the music, ag, art hall, is over half done.

The Leadership group meets every two weeks and discusses qualities of a good leader. This group attended the NSAA Leadership Summit in Lincoln on November 18. The group also brought Demoine Adams, a former Husker and CEO of Teammates, to speak to the secondary students on November 18.

The bowling team has had two matches, one in Arapahoe and one here at Superior Bowl, and a tournament in Hastings. The girls team broke the school team score record on Saturday at Hastings with a 525. The previous record was a 502.



NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
November 14, 2022

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 11/04/2022 Superior Public Schools and <https://www.superiorwildcats.org/>  
11/10/2022 The Superior Express

1. Call Meeting to Order

Meeting was called to order at 7:15 p.m. by Matt Sullivan

2. Purpose of the public committee meeting is for hearing support, position, criticism, suggestions or observations of patrons relating to the activities of the Committee on American Civics.

3. Committee Meeting/Reports

Mr. Kobza talked about the law and how it's included in the curriculum. For example, the Veteran's Day Program and participation by students. Mr. Kobza gave an overview of the social studies curriculum.

4. Public questions or comments

No public questions or comments.

5. Adjournment of Committee Meeting

Meeting adjourned at 7:26 p.m. by M Sullivan.

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
November 14, 2022

Matt Bargaen: Present, Brad Biltoft: Present, Jason Jensen: Present, Peggy Meyer: Present, Luke Meyers: Present, Matt Sullivan: Present. Present: 6.

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Posted Dates: 11/04/2022 Superior Public Schools and <https://www.superiorwildcats.org/>  
11/10/2022 The Superior Express

## 1. Routine Business

### 1.1. Call Meeting to Order

Meeting was called to order at 7:31 p.m. by Matt Sullivan

### 1.2. Pledge of Allegiance

### 1.3. Roll Call

### 1.4. Excuse Absent Board Member(s)

## 2. Regular Meeting Agenda

### 2.1. Public Participation

### 2.2. Presentations - Staff/Students

Teacher of the Quarter

Elementary Reading Presentation

Mr. Cook reviewed the nomination of Corissa Arickx and presented her as Teacher of the Quarter. The board thanked and congratulated Ms. Arickx.

Mrs. Kuhlmann, Ms. Fiegenger, Mrs. Baker, and Mr. Nannen presented the elementary reading program which state law requires reading intervention be provided. The program also offers teachers the ability to give enrichment to students 30 minutes each day with different levels of groups. Students were categorized based on Fall MAPS scores and the goal is to see results when MAPS tests in January.

### 2.3. Student Ambassador Report

Declan Miller gave the Student Ambassador Report with an overview of activities for Student Council, FBLA, FFA, Music, Drama, Speech, Leadership, and Art Club.

## 2.4. Consent Agenda

Motion to approve consent agenda as presented carried with a motion by Jason Jensen and a second by Peggy Meyer.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

### 2.4.1. Approval of Previous Minutes

### 2.4.2. Approval of Treasurer's Report

### 2.4.3. Approval of School Activity Fund Report

### 2.4.4. Approval of Revenue Budget Report

### 2.4.5. Approval of Expense Budget Report

## 2.5. Approval of Previous Months Claims

Motion to approve General Fund claims for October 2022 in the amount of \$632,870.80 carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

## 3. Correspondence

City's Notice of Public Hearing  
November Board Quicks

Mr. Kobza discussed the Notice of Public Hearing of Montana Street and East 15th Street intersection. The Board and Mr. Kobza will attend the 2022 State Education Conference next week.

## 4. Discussion Items

### 4.1. Principals' Reports

Mr. Cook summarized the events going on at the Middle School / High School. Stated the Veteran's Program was well attended. Mrs. Fierstein gave the elementary principal report of activities. She also gave an overview of the standards based grading report card. 38 students are receiving after-school tutoring two days each week.

### 4.2. Superintendent's Report

Update on construction

- December 6 bids due
- December 12 receive bids at board meeting.

Mr. Kobza reported construction bids are due December 6 and the board will receive them at the December 12 meeting.

#### 4.3. Report from Board Committees

- Report from Safety Committee
- Report from negotiations

Negotiations had their first meeting and the Safety committee met last week. Discussion was had about cell phone use during the day and Mr. Cook gave a handout for Yondr pouches. Cody showed how the cover works on the door stopper in case of an intruder.

#### 5. Items for Next Board Meeting

- Superintendent's Contract
- Audit Report
- Early Retirement Incentive
- Receive bids on front entry construction project
- Cell phone usage

#### 6. Executive Session - Superintendent Evaluation

Motion to move to executive session for Superintendent evaluation at 9:23 p.m carried with a motion by Peggy Meyer and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye  
Aye: 6, Nay: 0

#### 7. Reconvene to Regular Session

Motion to reconvene to regular session at 10:55 p.m carried with a motion by Luke Meyers and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye  
Aye: 6, Nay: 0

#### 8. Adjournment

Meeting adjourned at 10:56 by M Sullivan.

# Superior Public Schools

## November 2022 Cash Summary Report

<b>Fund</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Ending Balance</b>
01	General Fund	\$1,519,391.66	\$194,010.88	(\$631,837.48)	\$1,081,565.06
02	Depreciation Fund	\$557,165.34	\$100.75	\$0.00	\$557,266.09
03	Employee Benefit Fund	\$6,529.41	\$0.54	\$0.00	\$6,529.95
05	Activity Fund	\$168,843.81	\$61,639.10	(\$24,551.91)	\$205,931.00
06	School Nutrition Fund	\$36,935.53	\$31,691.69	(\$39,089.92)	\$29,537.30
07	Bond Fund	\$702,878.80	\$7,526.57	\$0.00	\$710,405.37
08	Special Building Fund	\$1,614,201.05	\$8,087.76	\$0.00	\$1,622,288.81
09	QCPUF Fund	\$4,060.04	\$17.82	\$0.00	\$4,077.86
<b>Total</b>		<b>\$4,610,005.64</b>	<b>\$303,075.11</b>	<b>(\$695,479.31)</b>	<b>\$4,217,601.44</b>

**DEPRECIATION FUND****F&M Bank**

Beg Balance 10/31/2022	\$557,165.34
Receipts	\$100.75 interest
Disbursements	\$0.00
Ending Balance 11/30/2022	\$557,266.09

**QUALIFIED CAPITAL PURPOSE FUND****F&M Bank****Home Federal**

Beg Balance 10/31/2022	\$523.06	\$3,536.98
Receipts	\$16.08 County Proceeds \$0.00 interest	\$1.74 interest
Disbursements	\$0.00	\$0.00
Ending Balance 11/30/2022	\$539.14	\$3,538.72
Total QCPUF	\$4,077.86	

**BOND FUND****Horizon Bank**

Beg Balance 10/31/2022	\$702,878.80
Receipts	\$6,883.54 County Proceeds \$643.03 interest
Disbursements	\$0.00
Ending Balance 11/30/2022	\$710,405.37

**SPECIAL BUILDING FUND****Home Federal**

Beg Balance 10/31/2022	\$1,614,201.05
Receipts	\$7,669.67 County Proceeds \$418.09 interest
Disbursements	\$0.00
Ending Balance 11/30/2022	\$1,622,288.81

**General Fund**  
**November 2022**

**Bills**

Original List	\$	136,221.54
Voided Expenditure Checks	\$	-
Receipts Posted to Expenditure Account (SCNUSD BCBS)	\$	(1,033.32)
Total	\$	135,188.22

**Additions**

NONE	\$	-
	\$	-
	\$	-
Total Additions	\$	-

**Total Bills** \$ 135,188.22

**Payroll & Benefits**

Original Total	\$	496,649.26
Additions/Corrections	\$	-
Total	\$	496,649.26

**Total Payroll & Benefits** \$ 496,649.26

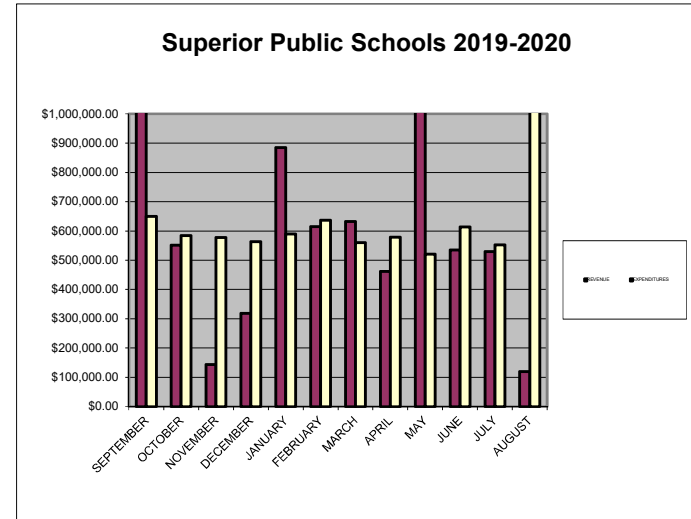
**November Expenditure Adjusted Grand Total** \$ 631,837.48

**GENERAL FUND RECAP - November 2022**

Beginning Balance 10-31-2022	\$	1,519,391.66
Receipts	\$	194,010.88
Expenditures	\$	631,837.48
Ending Balance 11-30-2022	\$	1,081,565.06

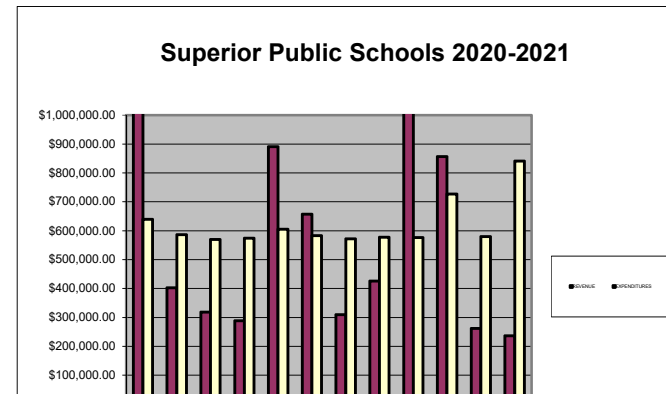
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2019-2020 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,081,605.89	\$1,140,743.32	\$649,859.92	\$2,572,489.29
OCTOBER	\$2,572,489.29	\$551,559.00	\$584,510.28	\$2,539,538.01
NOVEMBER	\$2,539,538.01	\$143,851.40	\$577,781.45	\$2,105,607.96
DECEMBER	\$2,105,607.96	\$318,249.77	\$563,042.07	\$1,860,815.66
JANUARY	\$1,860,815.66	\$885,052.02	\$589,545.70	\$2,156,321.98
FEBRUARY	\$2,156,321.98	\$614,680.36	\$636,514.66	\$2,134,487.68
MARCH	\$2,134,487.68	\$632,297.03	\$560,310.40	\$2,206,474.31
APRIL	\$2,206,474.31	\$462,013.82	\$579,090.64	\$2,089,397.49
MAY	\$2,089,397.49	\$1,271,335.81	\$520,376.23	\$2,840,357.07
JUNE	\$2,840,357.07	\$535,382.77	\$614,054.80	\$2,761,685.04
JULY	\$2,761,685.04	\$529,969.38	\$552,830.43	\$2,738,823.99
AUGUST	\$2,738,823.99	\$119,254.29	\$1,107,848.56	\$1,750,229.72

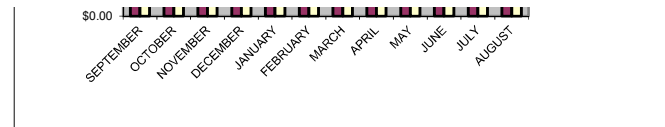


**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2020-2021 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,750,229.72	\$1,270,816.74	\$640,026.23	\$2,381,020.23
OCTOBER	\$2,381,020.23	\$402,654.95	\$586,564.61	\$2,197,110.57
NOVEMBER	\$2,197,110.57	\$318,877.70	\$570,306.88	\$1,945,681.39
DECEMBER	\$1,945,681.39	\$288,275.08	\$574,210.33	\$1,659,746.14
JANUARY	\$1,659,746.14	\$891,465.75	\$605,021.17	\$1,946,190.72
FEBRUARY	\$1,946,190.72	\$656,809.29	\$582,762.55	\$2,020,237.46
MARCH	\$2,020,237.46	\$309,509.02	\$571,916.06	\$1,757,830.42
APRIL	\$1,757,830.42	\$425,963.71	\$577,657.26	\$1,606,136.87
MAY	\$1,606,136.87	\$1,207,261.61	\$576,493.44	\$2,236,905.04
JUNE	\$2,236,905.04	\$856,149.48	\$727,280.15	\$2,365,774.37

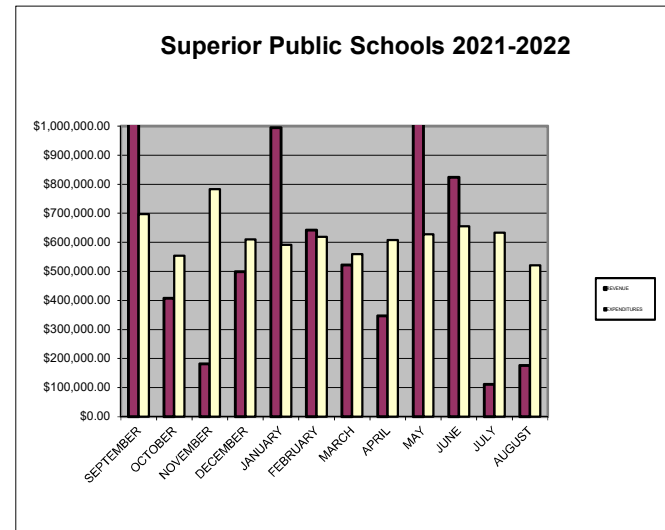


JULY	\$2,365,774.37	\$261,985.24	\$580,055.64	\$2,047,703.97
AUGUST	\$2,047,703.97	\$236,181.91	\$841,394.51	\$1,442,491.37



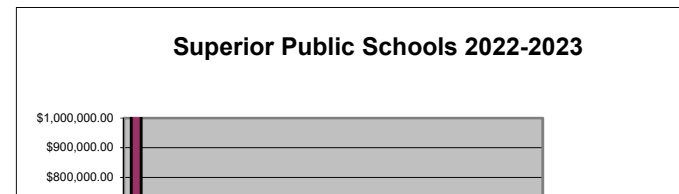
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2021-2022 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,442,491.37	\$1,192,592.22	\$697,447.45	\$1,937,636.14
OCTOBER	\$1,937,636.14	\$407,760.19	\$554,015.29	\$1,791,381.04
NOVEMBER	\$1,791,381.04	\$181,757.45	\$783,156.37	\$1,189,982.12
DECEMBER	\$1,189,982.12	\$498,733.66	\$610,650.15	\$1,078,065.63
JANUARY	\$1,078,065.63	\$994,756.13	\$591,110.10	\$1,481,711.66
FEBRUARY	\$1,481,711.66	\$642,442.97	\$618,591.36	\$1,505,563.27
MARCH	\$1,505,563.27	\$522,516.39	\$559,480.92	\$1,468,598.74
APRIL	\$1,468,598.74	\$347,307.72	\$608,160.41	\$1,207,746.05
MAY	\$1,207,746.05	\$1,454,501.61	\$627,812.21	\$2,034,435.45
JUNE	\$2,034,435.45	\$823,280.65	\$654,845.57	\$2,202,870.53
JULY	\$2,202,870.53	\$111,119.93	\$633,528.93	\$1,680,461.53
AUGUST	\$1,680,461.53	\$176,329.90	\$520,605.33	\$1,336,186.10

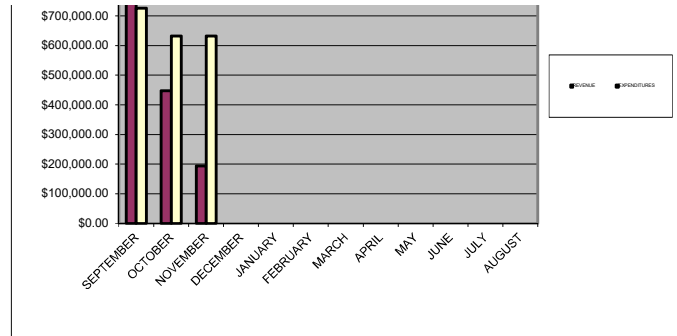


**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2022-2023 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,336,186.10	\$1,094,427.33	\$726,305.18	\$1,704,308.25
OCTOBER	\$1,704,308.25	\$447,124.34	\$632,040.93	\$1,519,391.66
NOVEMBER	\$1,519,391.66	\$194,010.88	\$631,837.48	\$1,081,565.06
DECEMBER				



JANUARY  
FEBRUARY  
MARCH  
APRIL  
MAY  
JUNE  
JULY  
AUGUST



# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 11/01/2022 to 11/30/2022.

Site ID	Site Name	Rep ID	Reporting ID Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Activity ID	Activity Name							
<b>SPS</b>	<b>Superior Public Schools</b>							
100	Athletics			8,898.58	3,212.01	5,809.36	0.00	6,301.23
105	Bowling			1,321.62	0.00	0.00	0.00	1,321.62
110	Boys' Basketball			4,694.94	699.00	1,642.00	0.00	3,751.94
115	Cross Country			175.92	0.00	0.00	0.00	175.92
120	Girls' Basketball			8,119.49	870.00	3,298.00	0.00	5,691.49
125	Boys' Golf			482.16	0.00	0.00	0.00	482.16
130	Football			3,712.18	16.50	1,394.69	0.00	2,333.99
135	JH Football			8.50	0.00	0.00	0.00	8.50
140	JH Volleyball			460.11	0.00	0.00	0.00	460.11
145	JH Girls Basketball			562.22	15.50	0.00	0.00	577.72
150	Girls' Golf			1,692.25	0.00	895.09	0.00	797.16
170	Volleyball			492.82	0.00	0.00	0.00	492.82
180	Wrestling			1,837.70	830.00	2,350.90	0.00	316.80
190	Track			1,132.67	0.00	0.00	0.00	1,132.67
300	Archery			523.87	0.00	0.00	0.00	523.87
305	Art Club			418.72	0.00	22.54	0.00	396.18
320	Community Service Club			2,378.87	0.00	236.78	0.00	2,142.09
325	Drama			2,109.49	279.00	533.75	0.00	1,854.74
335	FBLA			6,511.21	2,411.00	57.10	0.00	8,865.11
345	FFA			5,744.72	34,286.66	818.00	0.00	39,213.38
350	Foreign Language			5,669.49	0.00	0.00	0.00	5,669.49
355	S Club			63.63	0.00	0.00	0.00	63.63
360	Speech			1,289.92	0.00	0.00	0.00	1,289.92
365	Student Council			11,423.66	171.46	3,225.86	0.00	8,369.26
370	Drill Team			3,802.70	0.00	1,520.00	0.00	2,282.70
500	Elementary K-5			8,031.25	1,650.98	0.00	0.00	9,682.23
501	Elementary PBiS			504.52	0.00	94.98	0.00	409.54
503	Kids' Club			784.22	0.00	0.00	0.00	784.22
505	Middle School			473.32	0.00	0.00	0.00	473.32
510	Secondary			1,128.34	20.00	0.00	0.00	1,148.34
511	Secondary PBiS			2,467.43	0.00	38.66	0.00	2,428.77
519	Class of 2019			0.00	0.00	0.00	0.00	0.00
520	Class of 2020			0.00	0.00	0.00	0.00	0.00
521	Class of 2021			0.00	0.00	0.00	0.00	0.00
522	Class of 2022			10.00	0.00	0.00	0.00	10.00
523	Class of 2023			2,736.10	0.00	0.00	0.00	2,736.10
524	Class of 2024			7,855.07	0.00	52.00	0.00	7,803.07
525	Class of 2025			2,155.09	25.00	0.00	0.00	2,180.09
526	Class of 2026			388.04	264.41	0.00	0.00	652.45
610	Ag Ed			338.12	0.00	0.00	0.00	338.12
615	Ag Trip			6,414.81	0.00	0.00	0.00	6,414.81
620	Art Fund			2,709.29	0.00	0.00	0.00	2,709.29
630	Music			12,441.68	2,904.00	416.78	0.00	14,928.90

# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 11/01/2022 to 11/30/2022.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Rep ID	Reporting ID Name	Activity ID	Activity Name			
640	Flashlight	15,650.00	0.00	140.00	0.00	15,510.00
650	Greenhouse	58.43	0.00	0.00	0.00	58.43
660	Industrial Arts	3,944.70	0.00	0.00	0.00	3,944.70
670	Student Purchases	18.00	0.00	0.00	0.00	18.00
690	Yearbook	2,091.78	2,290.00	0.00	0.00	4,381.78
800	Backpack Program	13,263.50	2,408.00	0.00	0.00	15,671.50
805	EPOCH	469.10	0.00	0.00	0.00	469.10
810	Flower Fund	89.40	222.00	96.95	0.00	214.45
820	Alumni Board	361.49	0.00	0.00	0.00	361.49
830	Library Fund	955.70	0.00	0.00	0.00	955.70
840	Cats Cafe	149.81	0.00	0.00	0.00	149.81
845	Striv	0.00	1,975.00	0.00	0.00	1,975.00
850	Weight Room	0.00	0.00	0.00	0.00	0.00
860	Teachers' Workroom	1,519.43	0.00	45.00	0.00	1,474.43
861	Elementary Workroom	306.97	0.00	30.00	0.00	276.97
870	Therapy Dog	516.45	0.00	0.00	0.00	516.45
880	Wildcat Food	5,321.31	6,443.09	1,833.47	0.00	9,930.93
890	Wellness Grant	629.46	0.00	0.00	0.00	629.46
990	Interest	1,533.26	645.49	0.00	0.00	2,178.75
<b>Totals:</b>		<u>168,843.51</u>	<u>61,639.10</u>	<u>24,551.91</u>	<u>0.00</u>	<u>205,930.70</u>
<b>SPS Totals:</b>		<u>168,843.51</u>	<u>61,639.10</u>	<u>24,551.91</u>	<u>0.00</u>	<u>205,930.70</u>
<b>Report Totals:</b>		<u>168,843.51</u>	<u>61,639.10</u>	<u>24,551.91</u>	<u>0.00</u>	<u>205,930.70</u>

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
100	Athletics					
SPS	Superior Public Schools					
034706 Cleared	11/03/2022 11/30/2022	Andrew Miller	No	2022 FB AM	Kim Williams chain gang	10.00
034707 Cleared	11/03/2022 11/30/2022	Awards Unlimited, Inc.	No	57374	Kim Williams Track, Golf plaque plates, trophy	89.42
034708 Cleared	11/03/2022 11/30/2022	Brad Biltoft	No	2022 FB BB	Kim Williams chain gang	40.00
034710 Cleared	11/03/2022 11/30/2022	JHGBB Activity	No	101522 Ath	Kim Williams concession charges VB 10/15/22	15.50
034713 Cleared	11/03/2022 11/30/2022	Mark Tachovsky	Yes	110522 MT	Kim Williams JHWR official 11/5/22	250.00
034714 Printed	11/03/2022 11/03/2022	Matt Edwards	No	2022 FB ME	Kim Williams chain gang	40.00
034715 Cleared	11/03/2022 11/30/2022	Mike Sander	No	2022 FB MS	Kim Williams chain gang	40.00
034716 Cleared	11/03/2022 11/30/2022	Mike Webber	No	2022 FB MW	Kim Williams chain gang	30.00
034718 Cleared	11/03/2022 11/30/2022	Nebraska Coaches Association	No	2022 SS	Kim Williams Sportsmanship Summit registration	185.00
034721 Cleared	11/03/2022 11/30/2022	Sandy Creek Schools	No	111022 JHWR	Kim Williams JHWR invite entry fee	75.00
034722 Cleared	11/03/2022 11/30/2022	Sarah Kirchhoff	No	66	Kim Williams JHGBB uniform shorts	286.50
034723 Cleared	11/03/2022 11/30/2022	Scott DeLong	No	110522 SD	Kim Williams JHWR official 11/5/22	250.00
034724 Cleared	11/03/2022 11/30/2022	Superior Football	No	101822 Ath	Kim Williams concession charges SNCVB 10/18/22	16.50
034728 Printed	11/12/2022 11/12/2022	Brayden Wulf	No	090822 BW	Kim Williams JHVB clock operator 9/8/22	15.00
034733 Cleared	11/12/2022 11/30/2022	Megan McMeen	No	Fall 2022 MM	Kim Williams Fall event worker-VB scorebook, libero	420.00
034734 Cleared	11/12/2022 11/30/2022	Paul Heusinkvelt	No	Nov 2022	Kim Williams cell phone stipend	50.00
034740 Cleared	11/12/2022 11/30/2022	Tony White	No	Fal 2022 TW	Kim Williams Fall event worker- FB announce, VB lines	400.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/>						
100	Athletics					
<hr/>						
SPS	Superior Public Schools					
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	82041308	Kim Williams Ramada-State Golf lodging	980.78
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	6800	Kim Williams Girls Golf practice round-State golf	155.62
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	166553	Kim Williams State Girls golf meals	148.03
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	3HSAOC	Kim Williams Bob's West-State Girls Golf meals	88.79
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	011413	Kim Williams Freddy's-State Girls Golf meals	100.23
034743 Cleared	11/17/2022 11/30/2022	Jim Peterson	Yes	111722 JimP	Kim Williams JHGBB official 11/17/22	50.00
034744 Cleared	11/17/2022 11/30/2022	Josh Peterson	Yes	111722 JoshP	Kim Williams JHGBB official 11/17/22	50.00
034745 Printed	11/27/2022 11/27/2022	Airborne Athletics Inc	No	68892	Kim Williams Dr. Dish shooting machine	1,641.00
034746 Printed	11/27/2022 11/27/2022	Ariana Heusinkvelt	No	111722 AH	Kim Williams JHGBB clock operator 11/17/22	7.50
034747 Printed	11/27/2022 11/27/2022	Ava Kirchhoff	No	111722 AK	Kim Williams JHGBB clock operator 11/17/22	7.50
034748 Printed	11/27/2022 11/27/2022	Awards Unlimited, Inc.	No	69589	Kim Williams JHWR medals	147.99
034749 Printed	11/27/2022 11/27/2022	Fillmore Central High School	No	112222JHWR	Kim Williams JHWR invite entry fee	110.00
034755 Cleared	11/27/2022 11/30/2022	Wildcat Food	No	110522 JHWR	Kim Williams meal tickets, conc chgs JHWR 11/05/22	109.00
Total for SPS - Superior Public Schools:						5,809.36
Total for 100 - Athletics:						5,809.36

## 110 Boys' Basketball

SPS	Superior Public Schools					
034745 Printed	11/27/2022 11/27/2022	Airborne Athletics Inc	No	68892	Kim Williams Dr. Dish shooting machine	1,642.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>120</b> <b>Girls' Basketball</b> <hr/>						
SPS      Superior Public Schools						
034745 Printed	11/27/2022 11/27/2022	Airborne Athletics Inc	No	68892	Kim Williams Dr. Dish shooting machine	1,642.00
034751 Printed	11/27/2022 11/27/2022	Stadium Sports	No	12719	Kim Williams travel gear	1,656.00
Total for SPS - Superior Public Schools:						3,298.00
Total for 120 - Girls' Basketball:						3,298.00
<hr/> <b>130</b> <b>Football</b> <hr/>						
SPS      Superior Public Schools						
034718 Cleared	11/03/2022 11/30/2022	Nebraska Coaches Association	No	2022 State FB	Kim Williams Heusinkvelt, Diehl FB Clinic	80.00
034719 Cleared	11/03/2022 11/30/2022	Pro-Tuff Decals	No	INV022017178	Kim Williams caps	626.20
034719 Cleared	11/03/2022 11/30/2022	Pro-Tuff Decals	No	INV022015119	Kim Williams shirts	276.19
034720 Cleared	11/03/2022 11/30/2022	Riddell All American Sports	No	60465988	Kim Williams wrist coaches	121.93
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct. 2022 1226	Kim Williams concessions supplies	206.80
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 22 1493	Kim Williams travel meal supplies, Gatorade	83.57
Total for SPS - Superior Public Schools:						1,394.69
Total for 130 - Football:						1,394.69

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>150</b> <b>Girls' Golf</b> <hr/>						
SPS      Superior Public Schools						
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	18400	Kim Williams Superior CC-team meals	82.50
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	093009	Kim Williams DQ-meals	29.47
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	494	Kim Williams Long John Silvers-meals	24.64
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	86102	Kim Williams Hidden Valley-practice round	182.00
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	E05BB	Kim Williams Olive Garden-meals	160.48
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	82934	Kim Williams Fairfield-Districts motel rooms	416.00
Total for SPS - Superior Public Schools:						895.09
Total for 150 - Girls' Golf:						895.09
<hr/> <b>180</b> <b>Wrestling</b> <hr/>						
SPS      Superior Public Schools						
034725 Cleared	11/03/2022 11/30/2022	Victory Too	No	56292	Kim Williams shirts	1,529.07
034754 Printed	11/27/2022 11/27/2022	Victory Too	No	56369	Kim Williams WR shirts	632.83
034754 Printed	11/27/2022 11/27/2022	Victory Too	No	56380	Kim Williams locker magnets	189.00
Total for SPS - Superior Public Schools:						2,350.90
Total for 180 - Wrestling:						2,350.90
<hr/> <b>305</b> <b>Art Club</b> <hr/>						
SPS      Superior Public Schools						
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 22 1226	Kim Williams Art Club meeting supplies	22.54

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID	Activity Name Site Name	Vendor Name	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>320</b> <b>Community Service Club</b> <hr/>						
SPS	Superior Public Schools					
034735 Cleared	11/12/2022 11/30/2022	Linpepco-Hastings	No	Oct 2022 69494	Kim Williams drink machine	236.78
<hr/> <b>325</b> <b>Drama</b> <hr/>						
SPS	Superior Public Schools					
034709 Cleared	11/03/2022 11/30/2022	Gothenburg Public School	No	110522 One Act	Kim Williams One Act entry fee	150.00
034727 Cleared	11/12/2022 11/30/2022	Amazon Capital Services	No	16JW-YF4F-GJ7R	Kim Williams costumes	277.32
034727 Cleared	11/12/2022 11/30/2022	Amazon Capital Services	No	1DV7-LGQY-PHVH	Kim Williams costumes	49.45
034738 Cleared	11/12/2022 11/30/2022	Superior Ace Hardware	No	223801	Kim Williams set paint	56.98
Total for SPS - Superior Public Schools:						533.75
Total for 325 - Drama:						533.75
<hr/> <b>335</b> <b>FBLA</b> <hr/>						
SPS	Superior Public Schools					
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 22 658	Kim Williams Gala breakfast	30.10
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 2022 658	Kim Williams Food for blood drive	27.00
Total for SPS - Superior Public Schools:						57.10
Total for 335 - FBLA:						57.10
<hr/> <b>345</b> <b>FFA</b> <hr/>						
SPS	Superior Public Schools					
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	692601703	Kim Williams Gate Ten-National FFA parking	90.00
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	60380555	Kim Williams Custom Ink-t shirts	728.00
Total for SPS - Superior Public Schools:						818.00
Total for 345 - FFA:						818.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>365</b> <b>Student Council</b> <hr/>						
SPS      Superior Public Schools						
034717 Cleared	11/03/2022 11/30/2022	Music Activity	No	Oct 2022 CD	Kim Williams cookie dough profit share	2,709.00
034727 Cleared	11/12/2022 11/30/2022	Amazon Capital Services	No	1HF7-DWKD-44F3	Kim Williams Staff appreciation project supplies	89.95
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 22 1474	Kim Williams Mixer and staff appreciation supplies	181.88
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 2022 1474	Kim Williams Veterans Day breakfast supplies	39.99
034735 Cleared	11/12/2022 11/30/2022	Linpepco-Hastings	No	Oct 2022 60601	Kim Williams drink machine	205.04
Total for SPS - Superior Public Schools:						3,225.86
Total for 365 - Student Council:						3,225.86
<hr/> <b>370</b> <b>Drill Team</b> <hr/>						
SPS      Superior Public Schools						
034737 Cleared	11/12/2022 11/30/2022	Stephanie Corman	No	18577	Kim Williams State Music-Kick & Pom	400.00
034756 Printed	11/30/2022 11/30/2022	Pinecrest Tree Farm	No	11172022 DT	Kim Williams wreaths for fundraiser	1,120.00
Total for SPS - Superior Public Schools:						1,520.00
Total for 370 - Drill Team:						1,520.00
<hr/> <b>501</b> <b>Elementary PBiS</b> <hr/>						
SPS      Superior Public Schools						
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 2022 #1227	Kim Williams supplies	5.05
034741 Cleared	11/12/2022 11/30/2022	U.S. Bank	No	098327	Kim Williams Caseys-pizza, cookies-incentive	89.93
Total for SPS - Superior Public Schools:						94.98
Total for 501 - Elementary PBiS:						94.98

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>511</b> <b>Secondary PBiS</b> <hr/>						
SPS      Superior Public Schools						
034712 Cleared	11/03/2022 11/30/2022	Lunch Fund	No	Oct 22 PBiS	Kim Williams PBiS incentives-lunch seconds	7.50
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 2022 1226	Kim Williams PBiS incentives	19.80
034736 Printed	11/12/2022 11/12/2022	Sara Fuller	No	45109	Kim Williams Teachers' lounge supplies (Walmart)	11.36
Total for SPS - Superior Public Schools:						38.66
Total for 511 - Secondary PBiS:						38.66
<hr/> <b>524</b> <b>Class of 2024</b> <hr/>						
SPS      Superior Public Schools						
034732 Cleared	11/12/2022 11/30/2022	Main Street Floral	No	90712	Kim Williams Zak Corman funeral flowers	52.00
<hr/> <b>630</b> <b>Music</b> <hr/>						
SPS      Superior Public Schools						
034711 Cleared	11/03/2022 11/30/2022	J.W. Pepper & Son Inc	No	364704729	Kim Williams Pep band music	44.99
034726 Printed	11/12/2022 11/12/2022	Adams Middle School	No	2022 HB	Kim Williams Honor Band Fee	75.00
034727 Cleared	11/12/2022 11/30/2022	Amazon Capital Services	No	1L6J-LQCG-GNJY	Kim Williams yardline markers	161.79
034729 Printed	11/12/2022 11/12/2022	Emily Kirchhoff	No	Nov 2022 EK	Kim Williams Annie ticket resale	45.00
034730 Cleared	11/12/2022 11/30/2022	Faith Artega	No	Nov 2022 FA	Kim Williams Annie ticket resale	45.00
034750 Printed	11/27/2022 11/27/2022	Kim Twiggs	No	2022 KT	Kim Williams Annie ticket resale	45.00
Total for SPS - Superior Public Schools:						416.78
Total for 630 - Music:						416.78

# Check Detail

Sorted by Activity ID, Site ID.  
From 11/01/2022 to 11/30/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>640 Flashlight</b> <hr/>						
SPS	Superior Public Schools					
034739 Cleared	11/12/2022 11/30/2022	Superior Publishing Co., Inc	No	10282022	Kim Williams Flashlights	140.00
<hr/> <b>810 Flower Fund</b> <hr/>						
SPS	Superior Public Schools					
034732 Cleared	11/12/2022 11/30/2022	Main Street Floral	No	90742	Kim Williams Zak Corman funeral windchime	96.95
<hr/> <b>860 Teachers' Workroom</b> <hr/>						
SPS	Superior Public Schools					
034735 Cleared	11/12/2022 11/30/2022	Linpepco-Hastings	No	Oct 2022 61105	Kim Williams drink machine	45.00
<hr/> <b>861 Elementary Workroom</b> <hr/>						
SPS	Superior Public Schools					
034735 Cleared	11/12/2022 11/30/2022	Linpepco-Hastings	No	Oct 22 60871	Kim Williams drink machine	30.00
<hr/> <b>880 Wildcat Food</b> <hr/>						
SPS	Superior Public Schools					
034731 Cleared	11/12/2022 11/30/2022	Ideal Market	No	Oct 22 1492	Kim Williams concessions supplies	7.20
034752 Printed	11/27/2022 11/27/2022	SYAA	No	111222 SYAA	Kim Williams SYAA BB concessions profit 11/12/22	1,481.85
034753 Printed	11/27/2022 11/27/2022	Sysco Lincoln	No	461650934	Kim Williams concessions supplies	344.42
Total for SPS - Superior Public Schools:						1,833.47
Total for 880 - Wildcat Food:						1,833.47
<b>Grand Total :</b>						<b>24,551.91</b>

# Superior Public Schools

## November 2022 Revenue Budget Report

Account Code	Description	Nov 2022 Receipts	2022-2023 Budget	Actual (YTD)	Available (YTD)	% of Budget Received
01-1-01100-000-000	Local Property Taxes	(\$54,242.70)	(\$4,388,900.00)	(\$1,305,721.01)	(\$3,083,178.99)	29.75
01-1-01115-000-000	Carline Tax	(\$440.55)	(\$4,300.00)	(\$543.82)	(\$3,756.18)	12.64
01-1-01120-000-000	Pub Power 5% Gross	\$0.00	(\$7,000.00)	\$0.00	(\$7,000.00)	0.00
01-1-01125-000-000	Motor Vehicle Taxes	(\$17,481.87)	(\$225,000.00)	(\$50,508.03)	(\$174,491.97)	22.44
01-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$2,393.49)	\$0.00	(\$4,149.00)	\$4,149.00	0.00
01-1-01331-000-000	Tuition Otr Dist Reg Ed	\$0.00	(\$50,000.00)	\$0.00	(\$50,000.00)	0.00
01-1-01510-000-000	Interest	(\$1,049.57)	(\$15,000.00)	(\$3,056.62)	(\$11,943.38)	20.37
01-1-01911-000-000	Local License Fees	(\$300.00)	(\$1,500.00)	(\$300.00)	(\$1,200.00)	20.00
01-1-01920-000-000	Donations	\$0.00	\$0.00	(\$1,500.00)	\$1,500.00	0.00
01-1-01921-000-000	City Police Court Fines	(\$125.00)	\$0.00	(\$400.00)	\$400.00	0.00
01-1-01990-000-000	Other Local Receipts	(\$4,024.72)	(\$15,000.00)	(\$4,574.72)	(\$10,425.28)	30.49
01-1-02110-000-000	Co Fines & License Fees	(\$1,402.48)	(\$17,000.00)	(\$5,134.65)	(\$11,865.35)	30.20
01-1-02210-000-000	ESU Receipts	\$0.00	(\$2,500.00)	\$0.00	(\$2,500.00)	0.00
01-1-03110-000-000	State Aid	(\$100,338.00)	(\$1,127,531.00)	(\$301,014.00)	(\$826,517.00)	26.69
01-1-03120-000-000	Sped - School Age	\$0.00	(\$400,000.00)	\$0.00	(\$400,000.00)	0.00
01-1-03125-000-000	Sped Transport - SA	\$0.00	(\$32,000.00)	\$0.00	(\$32,000.00)	0.00
01-1-03133-000-000	Nameplate Capacity	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)	0.00
01-1-03180-000-000	Pro-Rate Motor Vehicle	\$0.00	(\$9,000.00)	(\$1,420.43)	(\$7,579.57)	15.78
01-1-03400-000-000	State Apportionment	\$0.00	(\$50,000.00)	\$0.00	(\$50,000.00)	0.00
01-1-03535-000-000	High Ability Learners	(\$4,880.00)	(\$4,946.00)	(\$4,880.00)	(\$66.00)	98.66
01-1-04105-000-000	eRate Funding	(\$500.50)	\$0.00	(\$500.50)	\$500.50	0.00
01-1-04505-000-000	Title I	\$0.00	(\$80,000.00)	(\$4,061.00)	(\$75,939.00)	5.07
01-1-04509-000-000	Title II A	\$0.00	(\$20,000.00)	\$0.00	(\$20,000.00)	0.00
01-1-04516-000-000	IDEA Presc (619) Base, E/P	\$0.00	(\$4,000.00)	\$0.00	(\$4,000.00)	0.00
01-1-04518-000-000	IDEA Part B (611) Base, E/P	\$0.00	(\$96,000.00)	(\$12,504.00)	(\$83,496.00)	13.02
01-1-04525-000-000	Fed Voc (Carl Perkins)	\$0.00	(\$9,000.00)	\$0.00	(\$9,000.00)	0.00
01-1-04531-000-000	Title IV, Part B, 21st Century	(\$6,832.00)	(\$10,000.00)	(\$6,832.00)	(\$3,168.00)	68.32
01-1-04708-000-000	MIPS	\$0.00	(\$15,000.00)	(\$5,094.40)	(\$9,905.60)	33.96
01-1-04709-000-000	MAAPS	\$0.00	(\$10,000.00)	(\$3,770.60)	(\$6,229.40)	37.70
01-1-04997-000-000	ESSER II	\$0.00	(\$165,000.00)	(\$7,747.00)	(\$157,253.00)	4.69
01-1-04998-000-000	ESSER III	\$0.00	(\$558,500.00)	(\$11,534.00)	(\$546,966.00)	2.06
01-1-05300-000-000	Sale Of Property	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
<b>Subtotal 01 - General Fund</b>		<b>(\$194,010.88)</b>	<b>(\$7,319,277.00)</b>	<b>(\$1,735,245.78)</b>	<b>(\$5,584,031.22)</b>	<b>23.71</b>
02-1-01510-000-000	Interest	(\$100.75)	\$0.00	(\$194.88)	\$194.88	0.00
<b>Subtotal 02 - Depreciation Fund</b>		<b>(\$100.75)</b>	<b>\$0.00</b>	<b>(\$194.88)</b>	<b>\$194.88</b>	<b>0.00</b>

03-1-01510-000-000	Interest On Account	(\$0.54)	\$0.00	(\$5.89)	\$5.89	0.00
03-1-05200-000-000	General Fund Transfers	\$0.00	(\$50,000.00)	\$0.00	(\$50,000.00)	0.00
<b>Subtotal 03 - Employee Benefit Fund</b>		<b>(\$0.54)</b>	<b>(\$50,000.00)</b>	<b>(\$5.89)</b>	<b>(\$49,994.11)</b>	<b>0.01</b>
06-1-01510-000-000	Interest On Account	(\$3.12)	(\$25.00)	(\$8.91)	(\$16.09)	35.64
06-1-01611-000-000	Student Lunch	(\$9,514.70)	(\$135,000.00)	(\$18,258.20)	(\$116,741.80)	13.52
06-1-01612-000-000	Student Breakfast	\$0.00	(\$9,175.00)	\$0.00	(\$9,175.00)	0.00
06-1-01620-000-000	Extra Items (A La Carte)	(\$1,435.83)	(\$44,500.00)	(\$3,488.28)	(\$41,011.72)	7.83
06-1-01990-000-000	Other Local (Misc)	\$0.00	(\$1,300.00)	(\$137.84)	(\$1,162.16)	10.60
06-1-03150-000-000	State Lunch Reimb	(\$937.01)	(\$1,500.00)	(\$937.01)	(\$562.99)	62.46
06-1-04210-000-000	Federal Reimbursement	(\$19,801.03)	(\$160,000.00)	(\$53,531.51)	(\$106,468.49)	33.45
06-1-05200-000-000	General Fund Transfer	\$0.00	(\$10,000.00)	\$0.00	(\$10,000.00)	0.00
<b>Subtotal 06 - School Nutrition Fund</b>		<b>(\$31,691.69)</b>	<b>(\$361,500.00)</b>	<b>(\$76,361.75)</b>	<b>(\$285,138.25)</b>	<b>21.12</b>
07-1-01100-000-000	Property Tax	(\$6,543.48)	(\$532,000.00)	(\$157,669.36)	(\$374,330.64)	29.63
07-1-01115-000-000	Carline Tax	(\$53.20)	(\$300.00)	(\$65.67)	(\$234.33)	21.89
07-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$286.86)	(\$900.00)	(\$498.13)	(\$401.87)	55.34
07-1-01510-000-000	Interest	(\$643.03)	(\$1,000.00)	(\$1,550.33)	\$550.33	155.03
07-1-03180-000-000	Pro Rate MV	\$0.00	(\$800.00)	(\$171.54)	(\$628.46)	21.44
<b>Subtotal 07 - Bond Fund</b>		<b>(\$7,526.57)</b>	<b>(\$535,000.00)</b>	<b>(\$159,955.03)</b>	<b>(\$375,044.97)</b>	<b>29.90</b>
08-1-01100-000-000	Property Tax	(\$7,336.73)	(\$450,000.00)	(\$178,417.80)	(\$271,582.20)	39.64
08-1-01115-000-000	Carline Tax	(\$60.23)	(\$500.00)	(\$74.35)	(\$425.65)	14.87
08-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$272.71)	\$0.00	(\$511.74)	\$511.74	0.00
08-1-01510-000-000	Interest	(\$418.09)	(\$2,500.00)	(\$1,832.40)	(\$667.60)	73.29
08-1-03180-000-000	Pro Rate MV	\$0.00	(\$1,000.00)	(\$194.18)	(\$805.82)	19.41
<b>Subtotal 08 - Special Building Fund</b>		<b>(\$8,087.76)</b>	<b>(\$454,000.00)</b>	<b>(\$181,030.47)</b>	<b>(\$272,969.53)</b>	<b>39.87</b>
09-1-01100-000-000	Property Tax	(\$9.25)	(\$149,500.00)	(\$9.25)	(\$149,490.75)	0.00
09-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$6.83)	\$0.00	(\$6.83)	\$6.83	0.00
09-1-01510-000-000	Interest	(\$1.74)	(\$500.00)	(\$155.46)	(\$344.54)	31.09
<b>Subtotal 09 - QCPUF Fund</b>		<b>(\$17.82)</b>	<b>(\$150,000.00)</b>	<b>(\$171.54)</b>	<b>(\$149,828.46)</b>	<b>0.11</b>
<b>Grand Total</b>		<b>(\$241,436.01)</b>	<b>(\$8,869,777.00)</b>	<b>(\$2,152,965.34)</b>	<b>(\$6,716,811.66)</b>	<b>24.27</b>

# Superior Public Schools

## November 2022 Expense Budget Report

FUND	FUNCTION	Nov 2022 Expenditures	2022-2023 Budget	Actuals (YTD)	Available	% of Budget Spent
01 - General Fund	01100 - Regular Instruction	\$227,427.39	\$3,343,000.00	\$674,983.10	\$2,668,016.90	20.19
01 - General Fund	01125 - Academic Intervention (Flex-Spending)	\$704.25	\$5,300.00	\$2,112.79	\$3,187.21	39.86
01 - General Fund	01150 - Limited English Proficiency	\$454.86	\$5,700.00	\$1,371.40	\$4,328.60	24.06
01 - General Fund	01160 - Poverty Programs	\$20,321.40	\$220,000.00	\$60,964.21	\$159,035.79	27.71
01 - General Fund	01200 - Special Education - School Age	\$64,672.12	\$1,031,000.00	\$197,808.81	\$833,191.19	19.19
01 - General Fund	01291 - Special Education - Ages 3-5	\$14,828.69	\$179,000.00	\$42,714.46	\$136,285.54	23.86
01 - General Fund	01292 - Special Education - Ages 0-2	\$4,522.50	\$40,000.00	\$7,102.24	\$32,897.76	17.76
01 - General Fund	01300 - Summer School	\$0.00	\$26,000.00	\$0.00	\$26,000.00	0.00
01 - General Fund	02110 - Attendance/Social Work Services	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00
01 - General Fund	02120 - Guidance Services	\$7,627.22	\$103,800.00	\$23,028.40	\$80,771.60	22.19
01 - General Fund	02130 - Health Services	\$478.43	\$16,700.00	\$2,061.43	\$14,638.57	12.34
01 - General Fund	02131 - Health Services-SPED SA	\$541.43	\$0.00	\$2,005.61	(\$2,005.61)	
01 - General Fund	02140 - Psychological Services	\$1,879.45	\$19,500.00	\$5,389.23	\$14,110.77	27.64
01 - General Fund	02141 - Psychological Services - School Age	\$9,081.90	\$67,000.00	\$13,159.60	\$53,840.40	19.64
01 - General Fund	02142 - Psychological Services - Ages 3-5	\$0.00	\$4,000.00	\$589.78	\$3,410.22	14.74
01 - General Fund	02143 - Psychological Services - Ages 0-2	\$299.70	\$2,000.00	\$299.70	\$1,700.30	14.99
01 - General Fund	02151 - Speech Path and Deaf Ed - School Age	\$28,311.42	\$223,000.00	\$43,471.30	\$179,528.70	19.49
01 - General Fund	02152 - Speech Path and Deaf Ed - Ages 3-5	\$2,515.47	\$30,200.00	\$7,546.41	\$22,653.59	24.99
01 - General Fund	02153 - Speech Path and Deaf Ed - Ages 0-2	\$0.00	\$18,000.00	\$3,334.48	\$14,665.52	18.52
01 - General Fund	02161 - Occupational Therapy- School Age	\$0.00	\$22,000.00	\$0.00	\$22,000.00	0.00
01 - General Fund	02162 - Occupational Therapy - Ages 3-5	\$0.00	\$8,000.00	\$0.00	\$8,000.00	0.00
01 - General Fund	02163 - Occupational Therapy-Ages 0-2	\$4,056.00	\$4,000.00	\$4,056.00	(\$56.00)	101.40
01 - General Fund	02171 - Physical Therapy - School Age	\$1,639.25	\$13,000.00	\$4,127.75	\$8,872.25	31.75
01 - General Fund	02172 - Physical Therapy-Ages 3-5	\$335.75	\$4,000.00	\$1,283.75	\$2,716.25	32.09
01 - General Fund	02173 - Physical Therapy-Ages 0-2	\$177.75	\$2,000.00	\$1,382.50	\$617.50	69.13
01 - General Fund	02181 - Vision Services - School Age	\$825.00	\$2,800.00	\$1,362.58	\$1,437.42	48.66
01 - General Fund	02190 - Student Activities	\$1,963.46	\$24,000.00	\$4,622.87	\$19,377.13	19.26
01 - General Fund	02212 - Instruction/Curriculum Development	\$0.00	\$46,500.00	\$0.00	\$46,500.00	0.00
01 - General Fund	02213 - Instructional Staff Training	\$370.00	\$14,000.00	\$4,720.00	\$9,280.00	33.71
01 - General Fund	02220 - Library/Media Services	\$10,487.43	\$128,700.00	\$34,244.77	\$94,455.23	26.61
01 - General Fund	02224 - Educational Television Services	\$388.84	\$5,000.00	\$1,166.52	\$3,833.48	23.33
01 - General Fund	02230 - Instruction-Related Technology	\$8,185.85	\$134,300.00	\$54,371.17	\$79,928.83	40.48
01 - General Fund	02240 - Academic Student Assessment	\$0.00	\$1,500.00	\$0.00	\$1,500.00	0.00
01 - General Fund	02310 - Board of Education	\$66.50	\$35,000.00	\$13,935.87	\$21,064.13	39.82
01 - General Fund	02320 - Superintendent	\$20,110.77	\$250,000.00	\$61,150.92	\$188,849.08	24.46
01 - General Fund	02330 - District Legal Services	\$555.00	\$15,000.00	\$774.00	\$14,226.00	5.16
01 - General Fund	02410 - Principal	\$33,980.74	\$425,000.00	\$100,561.96	\$324,438.04	23.66
01 - General Fund	02510 - Business Office	\$20,099.94	\$194,000.00	\$69,945.76	\$124,054.24	36.05

01 - General Fund	02570 - Personnel Services	\$2,971.82	\$6,000.00	\$3,270.27	\$2,729.73	54.50
01 - General Fund	02610 - Custodial	\$22,963.45	\$384,000.00	\$117,334.80	\$266,665.20	30.56
01 - General Fund	02620 - Building Maintenance	\$24,723.39	\$409,000.00	\$92,548.92	\$316,451.08	22.63
01 - General Fund	02630 - Grounds Maintenance	\$2,741.44	\$63,000.00	\$7,149.20	\$55,850.80	11.35
01 - General Fund	02650 - Non-Pupil Vehicle	\$323.85	\$12,000.00	\$2,509.45	\$9,490.55	20.91
01 - General Fund	02660 - Security	\$379.12	\$9,000.00	\$5,972.41	\$3,027.59	66.36
01 - General Fund	02670 - Safety	\$3,163.16	\$8,000.00	\$3,436.12	\$4,563.88	42.95
01 - General Fund	02710 - Regular Transportation	\$18,938.03	\$287,000.00	\$63,313.69	\$223,686.31	22.06
01 - General Fund	02712 - School Age SPED Transportation	\$3,817.31	\$40,300.00	\$11,558.65	\$28,741.35	28.68
01 - General Fund	02713 - Preschool Transportation	\$3,238.05	\$38,700.00	\$10,497.20	\$28,202.80	27.12
01 - General Fund	02730 - Regular Vehicle Maintenance	\$1,844.60	\$29,000.00	\$7,297.90	\$21,702.10	25.17
01 - General Fund	02732 - School Age SPED Vehicle Maintenance	\$0.00	\$11,000.00	\$88.28	\$10,911.72	0.80
01 - General Fund	02733 - Preschool Vehicle Maintenance	\$421.81	\$5,000.00	\$738.75	\$4,261.25	14.78
01 - General Fund	03535 - High Ability Learners	\$10,677.19	\$40,000.00	\$12,377.51	\$27,622.49	30.94
01 - General Fund	06200 - Title IA	\$9,240.75	\$81,906.00	\$27,722.25	\$54,183.75	33.85
01 - General Fund	06310 - Title IIA	\$7,399.49	\$26,500.00	\$22,199.20	\$4,300.80	83.77
01 - General Fund	06406 - IDEA Preschool (619) Base Allocation	\$1,404.00	\$4,079.00	\$1,404.00	\$2,675.00	34.42
01 - General Fund	06408 - IDEA Part B (611)	\$8,868.43	\$107,700.00	\$26,605.27	\$81,094.73	24.70
01 - General Fund	06968 - 21st Century Learning	\$5,154.29	\$55,250.00	\$14,176.39	\$41,073.61	25.66
01 - General Fund	06990 - Federal Services - Other Federal Cateorical Receipts	\$0.00	\$0.00	\$44,579.74	(\$44,579.74)	
01 - General Fund	06992 - REAP	\$0.00	\$20,000.00	\$3,426.00	\$16,574.00	17.13
01 - General Fund	06998 - ESSER III	\$16,658.79	\$294,565.00	\$66,328.22	\$228,236.78	22.52
01 - General Fund	08000 - Transfers (Outgoing)	\$0.00	\$60,000.00	\$0.00	\$60,000.00	0.00
<b>Subtotal 01 - General Fund</b>		<b>\$631,837.48</b>	<b>\$8,665,000.00</b>	<b>\$1,990,183.59</b>	<b>\$6,674,816.41</b>	22.97%
02 - Depreciation Fund	02900 - Other Support Services	\$0.00	\$567,100.00	\$10,346.04	\$556,753.96	1.82
<b>Subtotal 02 - Depreciation Fund</b>		<b>\$0.00</b>	<b>\$567,100.00</b>	<b>\$10,346.04</b>	<b>\$556,753.96</b>	1.82%
03 - Employee Benefit Fund	02900 - Other Support Services	\$0.00	\$127,212.00	\$70,720.00	\$56,492.00	55.59
<b>Subtotal 03 - Employee Benefit Fund</b>		<b>\$0.00</b>	<b>\$127,212.00</b>	<b>\$70,720.00</b>	<b>\$56,492.00</b>	55.59%
06 - School Nutrition Fund	03100 - Food Services Operations	\$39,089.92	\$411,500.00	\$100,297.89	\$311,202.11	24.37
<b>Subtotal 06 - School Nutrition Fund</b>		<b>\$39,089.92</b>	<b>\$411,500.00</b>	<b>\$100,297.89</b>	<b>\$311,202.11</b>	24.37%
07 - Bond Fund	05000 - Debt Service	\$0.00	\$530,848.00	\$0.00	\$530,848.00	0.00
<b>Subtotal 07 - Bond Fund</b>		<b>\$0.00</b>	<b>\$530,848.00</b>	<b>\$0.00</b>	<b>\$530,848.00</b>	0.00%

08 - Special Building Fund	02620 - Building Maintenance	\$0.00	\$200,000.00	\$4,200.80	\$195,799.20	2.10
08 - Special Building Fund	02660 - Security	\$0.00	\$0.00	\$42,353.00	(\$42,353.00)	
08 - Special Building Fund	04200 - Land Improvement	\$0.00	\$0.00	\$495.00	(\$495.00)	
08 - Special Building Fund	04500 - Building Acquisition and Construction	\$0.00	\$634,487.00	\$82,660.00	\$551,827.00	13.03
08 - Special Building Fund	04700 - Building Improvements	\$0.00	\$1,204,000.00	\$42,225.00	\$1,161,775.00	3.51
08 - Special Building Fund	05000 - Debt Service	\$0.00	\$200,000.00	\$0.00	\$200,000.00	0.00
<b>Subtotal 08 - Special Building Fund</b>		<b>\$0.00</b>	<b>\$2,238,487.00</b>	<b>\$171,933.80</b>	<b>\$2,066,553.20</b>	7.68%
09 - QCPUF Fund	04500 - Building Acquisition and Construction	\$0.00	\$878,634.00	\$877,280.00	\$1,354.00	99.85
09 - QCPUF Fund	05000 - Debt Service	\$0.00	\$125,000.00	\$0.00	\$125,000.00	0.00
<b>Subtotal 09 - QCPUF Fund</b>		<b>\$0.00</b>	<b>\$1,003,634.00</b>	<b>\$877,280.00</b>	<b>\$126,354.00</b>	87.41%
<b>Grand Total</b>		<b>\$670,927.40</b>	<b>\$13,543,781.00</b>	<b>\$3,220,761.32</b>	<b>\$10,323,019.68</b>	

# Superior Public Schools

## December 2022 General Fund Check Listing Report

Payee	Description	Amount
Acellus Educational Services LLC	2022-23 Sec Acellus licenses	\$6,500.00
Acellus Educational Services LLC	2022-2023 Elem Acellus licenses	\$3,400.00
Alexander Motors, Inc	PALLS Van 8 inspection	\$31.00
Alexander Motors, Inc	PALLS Van 7 inspection	\$31.00
Alexander Motors, Inc	SPED Bus 17 inspection	\$31.00
Alexander Motors, Inc	18 vehicle inspections	\$558.00
Amazon Capital Services	Baker supplies	\$9.98
Amazon Capital Services	library books	\$91.91
Amazon Capital Services	C Utecht supplies	\$31.98
Amazon Capital Services	library books	\$31.98
Amazon Capital Services	library books	\$81.76
Amazon Capital Services	Elem binders	\$39.97
Amazon Capital Services	Rothchild supplies	\$95.89
Amazon Capital Services	drinking fountain part	\$76.56
Amazon Capital Services	Grube supplies	\$13.75
Amazon Capital Services	Tietjen books	\$69.94
Amazon Capital Services	library books	\$33.95
Amazon Capital Services	Rachel Renz supplies	\$11.89
Amazon Capital Services	Cook supplies	\$14.97
Amazon Capital Services	library books	\$248.07
Amazon Capital Services	Elem supplies	\$52.51
Amazon Capital Services	medicine box	\$56.69
Ann Hobson	Veterans Day reception cookies	\$64.00
Apple Inc.	Fierstein computer	\$1,199.00
ASCAP	2022-2023 Music licensing	\$411.31
B-Green Lawn Care	FB field application 4	\$575.00
B-Green Lawn Care	Elementary Fall weed control	\$250.00
Bomgaars Supply	Going supplies	\$93.49
Bomgaars Supply	maint supplies	\$3.98
Bomgaars Supply	Going supplies	\$37.95
Brodstone Healthcare	Nov 2022 LMHP	\$2,524.18
Brodstone Healthcare	Nov 2022 nursing services	\$698.12
Brodstone Healthcare	Nov 2022 PT services	\$2,626.75
Business World Products	staff apparel	\$285.50
Cornhusker International Trucks, Inc	Bus parts	\$357.67
Curriculum Leadership Institute	2022-2023 pymt 8	\$2,300.00
Eakes Office Solutions	custodial supplies	\$228.48
Educational Service Unit #9	Trumble SLP Cadre	\$25.00
Educational Service Unit #9	Baker Soc Studies Cadre	\$45.00
Educational Service Unit #9	Arsenian Counselors Cadre	\$45.00
Educational Service Unit #9	Oct 2022 BAF Psych services	\$1,170.00
Educational Service Unit #9	Oct 2022 BAF SLP services	\$2,128.00
Educational Service Unit #9	Oct 2022 deaf educator	\$125.00
Educational Service Unit #9	Oct 2022 Homebase services	\$2,612.50
Educational Service Unit #9	Oct 2022 SA Psych services	\$5,617.80
Educational Service Unit #9	Oct 2022 SA SLP services	\$10,298.00
Educational Service Unit #9	Oct 2022 Vision services	\$577.50
Fairbury Glass Co, Inc	Elem service window	\$4,473.00
Gimkit	K-5 Gimkit license	\$650.00
Glenwood Telecommunications	Dec 2022 internet services	\$313.95
Glenwood Telecommunications	Dec 22 landlines	\$202.67
Heartland Roofing Consultants	annual roof service, pymt 1	\$1,237.50
Hilton Omaha	NASB convention lodging, parking	\$2,159.00
Hometown Leasing	eGold fax	\$64.63

Hometown Leasing	copiers/printers lease	\$1,777.00
Ideal Market	bus barn supplies	\$18.60
Ideal Market	Sheff supplies	\$13.43
Ideal Market	custodial supplies	\$19.18
Ideal Market	Sheff supplies	\$20.27
Ideal Market	PK supplies	\$12.77
Ideal Market	Ellwanger supplies	\$361.03
Ideal Market	Kids Club supplies	\$57.81
Jodi Fierstein	cell phone stipend	\$50.00
John Druba	Sept/Oct 2022 trash service	\$1,200.00
Jostens Inc	Drill Team State championship banners	\$703.85
JW Pepper & Son Inc	MS Choir music	\$134.79
JW Pepper & Son Inc	MS Choir music	\$58.60
Kenny's Lumber and Farm Supply Inc	Going-construction class supplies	\$139.16
Kenny's Lumber and Farm Supply Inc	Going Construction class supplies	\$210.34
Kenny's Lumber and Farm Supply Inc	Going-construction class supplies	\$160.02
Kenny's Lumber and Farm Supply Inc	maintenance supplies	\$239.31
KSB School Law, PC LLO	Nov 2022 legal services	\$533.00
KSB School Law, PC LLO	Negotiations Comparability	\$1,587.50
Lock and Key for Less	locks and keys, service	\$667.38
Logan Christiancy	cell phone stipend	\$50.00
Marty Kobza	cell phone stipend	\$50.00
Masters Transportation Inc	SPED Bus 17 mirror	\$590.80
Matheson Tri-Gas Inc	welding gases	\$225.78
Matheson Tri-Gas Inc	welding supplies	\$232.17
Matheson Tri-Gas Inc	welding tank rental	\$90.38
Moeller Electric Enterprises, Inc	electrical work	\$711.44
Monoprice, Inc	HDMI cables	\$57.16
Nebraska Assn Of School Boards	Tatro board workshop	\$125.00
Nebraska Council of School Administrators	Kobza Legislative preview conference	\$120.00
Nuckolls County Clerk	special hearing postcards	\$1,041.14
One Source	Ferguson background check	\$25.00
Petro Plus	fuel, tires, tire repair	\$8,278.64
Pine Cove Consulting, LLC	Biltoft computer	\$1,386.54
Pine Cove Consulting, LLC	monthly backup/restore	\$450.00
Pine Cove Consulting, LLC	Dec 2022 monthly managed services	\$1,906.67
Precision Signs & Graphics	security film and installation	\$2,448.00
Robert Cook	cell phone stipend	\$50.00
Rutt's Heating & AC - Mechanical	Oct/Nov 2022 HVAC repairs	\$2,976.25
School Specialty, LLC	J Utecht books	\$2,419.46
Shirt Shack	Teacher of Quarter awards	\$150.00
SmartPass, LLC	2022-23, 2023-24, 2024-25	\$2,370.95
Superior Ace Hardware	Rempe supplies	\$37.43
Superior Ace Hardware	maintenance supplies	\$172.94
Superior Industries LLC	HS gym bleacher platform	\$189.15
Superior Motor Parts	maintenance supplies	\$36.06
Superior Motor Parts	bus filters	\$49.68
Superior Publishing Co., Inc	mtg notice, proceedings, bid notice	\$212.76
Superior Utilities	monthly utilities	\$10,496.29
U.S. Bank	Safety meeting meals	\$39.88
U.S. Bank	Hulu monthly subscription	\$74.89
U.S. Bank	I Love PS staff shirts	\$75.99
U.S. Bank	Keyboarding Online-2022-23 Elem	\$513.00
U.S. Bank	TPT-Lit Lab	\$4.00
U.S. Bank	Tools for Reading-C Utecht	\$210.00
U.S. Bank	Striv-Silver License	\$825.00
U.S. Bank	ASHA-Trumble dues	\$253.00
U.S. Bank	ConnectWise-remote support licenses	\$504.00
U.S. Bank	Dollar General-Kids Club supplies	\$52.00

U.S. Bank	B&H Photo-Striv camera & lens	\$1,474.27
U.S. Bank	speechpathology.com-Trumble renewal	\$99.00
U.S. Bank	NASB conference meals	\$1,375.91
U.S. Bank	News2You-SPED subscription	\$239.99
Verizon Wireless	cell phone service	\$377.67
Webster County Clerk	special hearing postcards	\$272.31
Woodwards Disposal	shredding service	\$20.00
Yandas Music & Pro Audio	French horn repair	\$293.00
		\$106,530.42

Payroll & Benefits \$502,132.08

TOTAL **\$608,662.50**

Timber Huynh  
1023 W 11th St  
Hastings, NE 68901

November 15, 2022

Martin Kobza  
Superintendent  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978

Dear Mr. Cook, Mr. Kobza, and members of the board,

Please accept my resignation from my position as middle school reading teacher and high school english teacher at Superior Jr/Sr High School effective December 21, 2022.

I want to thank you for the opportunity to serve your students and school. My time at Superior High School has taught me many valuable lessons I will carry with me throughout my career.

Thank you.

Sincerely,

  
Timber Huynh

# MIRANDA I. TROWBRIDGE

5215 Laurel Ave. Sioux City, IA, 51106 · (402) 909-2226  
mitrow01@wsc.edu

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**SUMMARY**- Five years of experience as a childcare assistant, helping the teachers carry out their lesson plans in a creative and educational way. I also have a background in customer service. I have a BA in English language arts education with experience in theatre and speech.

## EXPERIENCE

**JULY, 2017 – JANUARY, 2020**

**CHILDCARE ASSISTANT, SONSHINE DAYCARE**

- Taught students how to interact positively by modeling social behaviors.
- Helped develop and implement program activities with balanced instructional play and rest time.
- Worked with 8-18 children from ages 2-12
- Strengthened physical skills using crafts like painting and drawing.
- Sanitized toys and cleaned rooms.

**AUGUST, 2020 – PRESENT**

**SALES ASSOCIATE, SPIRIT HALLOWEEN**

- Resolved customer concerns using strong communication and collective management skills.
- Captured sales through effective product demonstrations and persuasive communication skills to overcome objections.
- Helped customers navigate store, complete sales, and process returns.
- Answered customers questions about products, prices and availability.

**JULY, 2021-AUGUST, 2022**

**SALES ASSOCIATE/CASHIER, KOHL'S**

- Helped customers check their items out in a timely and friendly manner.
- Answered any questions regarding coupons and other ways to help them save money on their purchases.
- Helped customers navigate the store and complete sales.
- Made sure that my section was maintained and cleaned up by the end of my shift.

## EDUCATION

**WILL GRADUATE- DECEMBER 2022**

**B.A. ENGLISH LANGUAGE ARTS EDUCATION, WAYNE STATE COLLEGE**

**MAY 2018**

**HIGH SCHOOL DIPLOMA, NORTH BEND CENTRAL**

## SKILLS

- Organization
- Behavior modeling

- Time management
- Communication
- Early childhood education
- Middle/high school education
- Activity planning

## ACTIVITIES

Chamber choir/Concert choir  
 Marching/symphonic band  
 Theatre  
 Speech  
 Art

## VOLUNTEER WORK/INTERNSHIPS

2015-PRESENT

### **VOLUNTEER, SIOUX CITY RAILROAD MUSEUM**

- Help visitors by showing them where things are located and giving tours.
- Setting up and tearing down the haunted railroad car
- Leading groups through the haunted railroad car
- Helping with events by selling baked goods

### **STUDENT TEACHING-** North Middle School, Sioux City, IA

- Led students in various teaching instructions
- Left in charge of the classroom with full responsibility over lesson plans
- Created lesson plans and graded assignments
- Focused on classroom management while the coordinating teacher was leading the lesson

## REFERENCES

Lori Newcomb- [lonewcol@wsc.edu](mailto:lonewcol@wsc.edu) (402) 375-7104

Melissa Hodnefield- [hodnefm@live.siouxcityschools.com](mailto:hodnefm@live.siouxcityschools.com) (712) 229-5906

Ross Lafleur- [rlafleur@nbtigers.org](mailto:rlafleur@nbtigers.org) (402) 719-9618

Michelle Chesnut- [Mchesnut@greatplainsumc.org](mailto:Mchesnut@greatplainsumc.org) (402) 314-7988

Paul Boecher- [Satcomrnager77@yahoo.com](mailto:Satcomrnager77@yahoo.com) (712) 635-1583

# Superior Public Schools 2022-2023 Return to School Protocol

Superior Public Schools is committed to providing the best learning experience for our students. Our priority is to keep students safe and healthy when they are in our buildings. In an effort to balance both the safety and health of students and to continue to provide the best education possible to them, the following plan has been developed. The designation of the zones is determined by the designation of the zone within the South Heartland Health Department and by analyzing what is happening within our district boundaries. We will make a determination of the zone we are in by analyzing those two factors. Our zone may not always match the zone designated by the South Heartland Health District. If you have any questions do not hesitate to contact your school or me.

Marty Kobza, Superintendent

## Operational Zones

Tiered Responses			
The following factors will be considered for movement from one tier to the next			
Green--DHM Phase IV--Low Risk	Yellow--DHM Phase III--Moderate Risk	Orange--DHM Phase II--Elevated Risk	Red--DHM Phase I--Pandemic
No Cases in school. Low number in community. No community spread A vaccine is available	Few cases in the community Low/No community Spread	Active cases in community Community Spread Several cases in the school	High Community Spread Many cases in the school

Building Procedures			
Green--DHM Phase IV --Low Risk	Yellow--DHM Phase III --Moderate Risk	Orange--DHM Phase II--Elevated Risk	Red--DHM Phase I --Pandemic
<b>School/Academic Plan</b> <ul style="list-style-type: none"> <li>School conducted as normal</li> <li>Buildings open</li> </ul>	<ul style="list-style-type: none"> <li>Increased social distancing</li> <li>Buildings open</li> <li>Classrooms/instructional space redesigned</li> <li>Masks are optional</li> <li>Isolation room for students with symptoms</li> </ul>	<ul style="list-style-type: none"> <li>Limited student contact</li> <li>Buildings open</li> <li>Classrooms/instructional space redesigned</li> <li>Masks may be required for up close, direct instruction and for spread-out, independent work</li> <li>Isolation room for students with symptoms</li> </ul>	<ul style="list-style-type: none"> <li>School buildings closed</li> <li>Remote learning for PK-12 students</li> </ul>
<b>Student Temperature Checks</b>	Parents perform daily monitoring of symptoms <ul style="list-style-type: none"> <li>100.4 threshold (home 24 hours fever free w/o medication)</li> </ul> When health concerns are present at school, temperature will be re-checked to verify and send home.	Parents perform daily monitoring of symptoms. <ul style="list-style-type: none"> <li>100.4 threshold (home 48 hours fever free w/o medication) and consultation with a school nurse.</li> </ul> When health concerns are present at school, temperature will be re-checked to verify and send home.	Temperature checks will be conducted at school twice per day. <ul style="list-style-type: none"> <li>100.4 threshold (home 72 hours fever free w/o medication) and consultation with a school nurse.</li> </ul>

			<ul style="list-style-type: none"> <li>An earlier return may be possible with a doctor's return to school note.</li> <li>Students who have been out for a temperature will be checked upon arrival and again during the school day.</li> </ul> <p>Students leaving for school sponsored activities, if still available, will have their temperatures taken prior to departure.</p> <p>When health concerns are present at school, temperature will be re-checked to verify and send home.</p>	
<b>Staff Temperature Checks</b>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning.</li> </ul>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning.</li> <li>If temp is at 100.4 or above, it is reported to the school nurse for documentation purposes.</li> <li>Staff is held to the same guidelines as students in regard to fevers.</li> </ul>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning and again at lunch.</li> <li>If temp is at 100.4 or above, it is reported to the school nurse for documentation purposes.</li> <li>Staff is held to the same guidelines as students in regard to fevers.</li> </ul>	
<b>Custodial</b>	<ul style="list-style-type: none"> <li>Daily routine cleaning procedures of student attendance centers</li> <li>Routine infectious disease protocol <ul style="list-style-type: none"> <li>Staff will comply with State and/or local health department requirements</li> </ul> Staff will follow manufacturer's instructions regarding the use and maintenance of equipment &amp; use &amp; storage of chemicals for cleaning &amp; sanitizing.</li> <li>Spray bottles with disinfectant provided</li> </ul>	<ul style="list-style-type: none"> <li>Continue Level I procedures <u>plus</u> heightened disinfection of touch points or areas.</li> <li>Custodians will provide heightened disinfection of touch points or areas of specific concern in student attendance centers identified by the Custodial Staff</li> <li>Custodial Staff will determine routine cleaning schedules at each building and will require modification to meet heightened disinfection needs.</li> <li>Hand sanitizer stations</li> </ul>	<ul style="list-style-type: none"> <li>Continue Level I and II services <u>plus</u> increase disinfection procedures.</li> <li>Increased frequency and increased number of surfaces within classrooms to be disinfected to include daily midday disinfection of desktops and touch points or areas of specific concern identified by the custodial staff.</li> <li>Principals will communicate to custodians of affected student attendance centers the specific area(s), surfaces(s), schedule, procedure and product to be used for heightened disinfection.</li> <li>Securing affected buildings</li> </ul>	<ul style="list-style-type: none"> <li>Securing affected buildings</li> <li>Building access prohibited by all user groups. Head Custodian(s) to designate staff to shut down and secure affected building(s).</li> <li>Cleaning of buildings <ul style="list-style-type: none"> <li>Affected building(s) will be cleaned as directed by the Health Department prior to student return.</li> <li>Head Custodian(s) will determine staffing assignments and/or procedure modifications required.</li> </ul> </li> </ul>
<b>Lunch and Breakfast</b>	Breakfast and lunch served in the cafeteria.	Breakfast and Lunch Served in Cafeteria	<ul style="list-style-type: none"> <li>Elementary Breakfast served in the classroom.</li> <li>MS/HS Breakfast in the cafeteria with physical distancing.</li> <li>Extra sanitation procedures will be used.</li> <li>Some food items may be limited.</li> <li>Parents will not be allowed to eat lunch with students.</li> <li>No self-serve salad bar.</li> <li>Designated grade level areas.</li> </ul>	Meals will be provided for students through delivery.

<b>Recess</b>	Schools will continue to have recess as scheduled with handwashing or hand sanitizer upon entry.	<ul style="list-style-type: none"> <li>Schools will have handwashing and/or hand sanitization upon entry.</li> </ul>	<ul style="list-style-type: none"> <li>Schools may implement zones for recess for assigned students to support physical distancing.</li> <li>Schedules may be modified to ensure max of 1 grade in designated areas at one time.</li> <li>Cleaning will be completed daily.</li> </ul>	
<b>PK-5 Field Trips</b>	Regular field trip opportunities can be scheduled.	Regular field trip opportunities can be scheduled.	No field trips will be available.	
<b>Specials</b>	Students transition to music, art, PE, and media.	Students transition to music, art, PE, and media.	Specials' teachers may transition to classrooms.	
<b>Handwashing</b>	<ul style="list-style-type: none"> <li>PK-5 after transitions in and out of the classroom.</li> <li>6-12--Announcements supporting hand washing. Hand sanitizer in each classroom.</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 after transitions in and out of the classroom</li> <li>6-12 Announcements supporting hand washing. Hand sanitizer in each classroom.</li> </ul>	Same as yellow zone.	
<b>Hallways</b>	<ul style="list-style-type: none"> <li>PK-5 students transition normally with staff support.</li> <li>6-12--Regular transitions with encouraged social distancing.</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 students transition normally with staff support.</li> <li>6-12--Regular transitions with encouraged social distancing..</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 students transition and all specials' teachers come to classrooms.</li> <li>PK-12 students may be in isolated classrooms with only limited and scheduled hallway access.</li> </ul>	
<b>Lockers</b>	<ul style="list-style-type: none"> <li>Lockers will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Lockers will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may implement a restricted use of lockers.</li> </ul>	
<b>Beginning of the day staff</b>	<p>K-12</p> <ul style="list-style-type: none"> <li>Teachers will report for duty as assigned.</li> </ul>	<p>K-12</p> <ul style="list-style-type: none"> <li>Teachers will report for duty as assigned</li> </ul>	<p>Teachers will report based on the schedule created and direction provided by the administration.</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Teachers should be in their room and ready to receive students by 7:45 am.</li> </ul> <p>MS/HS</p> <ul style="list-style-type: none"> <li>Staff will supervise areas as assigned.</li> <li>Teachers should be in their rooms and ready to receive students by 7:45.</li> </ul>	
<b>Beginning of the day students</b>	<p>PreK Teachers will meet parents outside of the building</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open and go directly to their assigned areas as determined by the principal.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 should remain in the cafeteria commons and social distancing practices will be followed.</li> </ul>	<p>PreK Teachers will meet parents outside of the building.</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open and go directly to their assigned areas as determined by the principal.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 should remain in the cafeteria commons and social distancing practices will be followed.</li> </ul>	<p>Students will report based on the schedule created and direction provided by the administration.</p> <p>PreK-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open at 7:45 and go directly to their classroom.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 at should remain in the cafeteria commons and social distancing practices will be followed.</li> <li>When the first bell rings, all students will</li> </ul>	

			be released from their practice/meeting/cafeteria and will report to their classroom for temperature checks.	
<b>End of the day</b>	<ul style="list-style-type: none"> <li>Regular dismissal.</li> <li>All students will be required to leave the building at the end of the day unless in an approved activity or working with a teacher.</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may stagger or vary dismissal to a max of 10 minute difference from ending time. (Example: One class at a time.)</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may stagger dismissal to a max of 10 minute difference from ending time.</li> <li>This will be based upon the needs of the alternate schedule being used. (Example: One bus at a time.)</li> </ul>	
<b>Building Access</b>	<ul style="list-style-type: none"> <li>Events will not require a mask, but masks are encouraged if needed with appropriate social distancing utilized when possible.</li> <li>Non school sponsored events are at the discretion of the event sponsors.</li> <li>Parents/Guardians may eat lunch with their child when scheduled with the principal.</li> </ul>	<ul style="list-style-type: none"> <li>Events will not require a mask, but masks are encouraged if needed with appropriate social distancing utilized when possible.</li> <li>Non school sponsored events are at the discretion of the event sponsors.</li> <li>Parents/Guardians may eat lunch with their child when scheduled with the principal</li> </ul>	<ul style="list-style-type: none"> <li>Outside visitors or user groups may not allowed on campus.</li> </ul>	No campus access available beyond required personnel.
<b>Facemasks</b>	Face masks and shields will be provided as requested for everyone but not required for anyone.	Face masks and shields will be provided as requested for everyone but not required for anyone.	<ul style="list-style-type: none"> <li>Face Masks and/or shields provided for all staff and students, as requested.</li> <li>K-12 Student mask use is per State Directive Health Measures.</li> <li>Documented ADA/medical/religious reasons can exempt masks.</li> </ul>	
<b>Restrooms</b>	Regularly scheduled	Regularly Scheduled	Restroom use may be prohibited during passing periods.	
<b>Water Fountains</b>	<ul style="list-style-type: none"> <li>Regularly scheduled water breaks.</li> <li>Students are encouraged to bring individual water bottles.</li> </ul>	<ul style="list-style-type: none"> <li>Regularly scheduled water breaks.</li> <li>Students are encouraged to bring individual water bottles.</li> </ul>	<p>The Water Fountain may be closed and students are encouraged to bring individual water bottles.</p> <ul style="list-style-type: none"> <li>Elementary students will use the water fountains and sinks in the classroom to fill their water bottles.</li> </ul>	
<b>Classroom Seating/Materials Usage/Sanitization</b>	<ul style="list-style-type: none"> <li>Regular classroom/teacher preferred arrangement.</li> <li>Social distancing will be utilized when possible.</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<ul style="list-style-type: none"> <li>Regular classroom/teacher preferred arrangement.</li> <li>Social distancing will be utilized when possible.</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<p><b>The following Guidelines May be implemented</b></p> <ul style="list-style-type: none"> <li>Redesigned classrooms/instructional spaces allowing for social distancing</li> <li>Students will be limited to specific classrooms.</li> <li>Locations in the building as determined and outlined in the alternate schedule.</li> <li>Increased sanitization measures</li> <li>Some materials will not be allowed. Only necessary items.</li> <li>Center will not be utilized</li> </ul>	
<b>Transportation</b>	<ul style="list-style-type: none"> <li>Regular transportation schedule and practices.</li> </ul>	<ul style="list-style-type: none"> <li>Regular transportation schedule and practices.</li> </ul>	<ul style="list-style-type: none"> <li>Face Masks and/or shields provided for</li> </ul>	

<p><b>**We ask parents to take the temperature of their bus riding students prior to boarding. If the child's temperature is at or above 100.4, they will not be allowed on the bus.</b></p>	<ul style="list-style-type: none"> <li>Seating charts for all riders may be established.</li> </ul>	<ul style="list-style-type: none"> <li>Seating charts for all riders may be established</li> </ul>	<p>all staff and students, as requested.</p> <ul style="list-style-type: none"> <li>K-12 Student mask use is per State Directive Health Measures.</li> <li>Documented ADA/medical/religious reasons can exempt masks.</li> </ul>	
<p><b>Technology</b></p>	<ul style="list-style-type: none"> <li>1-to-1 devices provided to all 6-12 students.</li> <li>1-to-1 devices K-5 stay at the building.</li> </ul>	<ul style="list-style-type: none"> <li>1-to-1 devices provided to all 6-12 students.</li> <li>1-to-1 devices K-5 stay at the building.</li> </ul>	<ul style="list-style-type: none"> <li>1-to-1 devices may be sent home K-12.</li> <li>Devices will be cleaned according to tech department guidance.</li> </ul>	<p>1 to 1 Devices are used to complete online/remote learning.</p>
<p><b>K-12 Activities (school sponsored)</b></p>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>After School activities will continue as normal.</li> </ul>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>After school activities will continue as allowed with administrator/Athletic Director approval.</li> </ul>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>Students participating in Extended Learning opportunities may be asked to participate in alternate activities or not report to their mentorships.</li> <li>No non-school sponsored group activities or competitions allowed.</li> </ul>	<p>Activities and Athletics will be conducted in accordance with NSAA guidelines.</p>
<p><b>Student Attendance</b></p>	<ul style="list-style-type: none"> <li>All students in grades PK-12 will attend school in person. COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</li> </ul>	<ul style="list-style-type: none"> <li>All students in grades PK-12 will attend school in person. COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</li> </ul>	<p>All students in grades PK-12 will attend school in person. COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</p>	
<p><b>Staff Attendance</b></p>	<ul style="list-style-type: none"> <li>All staff will report as normal.</li> <li>Any questions or concerns relative to work expectations should be directed to the Superintendent</li> </ul>	<ul style="list-style-type: none"> <li>All staff will report as directed.</li> <li>Any questions or concerns relative to work expectations should be directed to the Superintendent.</li> </ul>	<ul style="list-style-type: none"> <li>All staff will report as directed.</li> <li>Any questions or concerns relative to work expectations should be directed to the Superintendent.</li> </ul>	

<p align="center"><b>Potential Tiered Responses/Consultation with Health Department</b></p>	
<p>1 or more confirmed case(s)* in the building of a student or staff member.</p>	<ul style="list-style-type: none"> <li>A more restrictive environment may be implemented up to potential extended (6 days or more) building closure.</li> </ul>

	<ul style="list-style-type: none"> <li>● The District will communicate the situation with building stakeholders.</li> <li>● In the event of repeated confirmed cases, district officials will confer with the health department for a closure plan of that building.</li> <li>● Building will execute an immediate remote learning plan and schedule (if the building is closed).</li> <li>● Reopening communications will be provided to stakeholders from the district.</li> </ul>	
1 confirmed case* of immediate household members of a staff member.	<ul style="list-style-type: none"> <li>● Staff are considered essential employees and will comply with health department regulations.</li> <li>● If staff shows no symptoms and is not running a fever they may continue to work while wearing a mask and maintaining social distancing.</li> </ul>	
Confirmed exposure* of staff or travel to an impacted state/country/location.	<ul style="list-style-type: none"> <li>● Staff are considered essential employees and will comply with health department regulations.</li> <li>● If staff shows not symptoms and is not running a fever they may continue to work while wearing a mask and maintaining social distancing.</li> </ul>	
Visitor who has entered our building and is a confirmed case.	<p>The District will communicate the situation with building stakeholders.</p> <ul style="list-style-type: none"> <li>● District officials will confer with the health department for a closure plan (if needed) of that building.</li> <li>● Sanitization plan will be executed by the district facilities team.</li> <li>● Building will execute an immediate remote learning plan and schedule (if the building is closed).</li> <li>● Reopening communications will be provided to stakeholders from the district.</li> </ul>	
<p><i>*A case is considered "confirmed" when the individual has had a positive test conducted by a medical professional.</i></p> <p><i>*A confirmed exposure will be based on the continued tracing of the medical community.</i></p>		
Short Term Closure	School building closed for up to 2-5 school days	<ul style="list-style-type: none"> <li>● Remote learning will be used by teachers</li> </ul>
Extended Building Closure	School building closed for 6 school days or more	<ul style="list-style-type: none"> <li>● Remote learning will be used by teachers</li> </ul>

 **AIA<sup>®</sup> Document A104<sup>™</sup> – 2017****Standard Abbreviated Form of Agreement Between Owner and Contractor**

**AGREEMENT** made as of the 12th day of December in the year 2022  
(In words, indicate day, month and year.)

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

Nuckolls County School District No. 65-0011, commonly known as  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978  
Contact: Marty Kobza, Superintendent  
Phone: (402) 879-3257  
Email: mkobza@superiorwildcats.org

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

TBD

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

Public Entrance Addition and Renovation  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978

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

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

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document 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.

Init.

## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
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### EXHIBIT A DETERMINATION OF THE COST OF THE WORK

#### ARTICLE 1 THE WORK OF THIS CONTRACT

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

#### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

The date of this Agreement.

Init.

/

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

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

(Paragraphs deleted)

Work by [REDACTED].

§ 2.3.2 Time is of the essence of this Contract.

(Table deleted)

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

## ARTICLE 3 CONTRACT SUM

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

(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 \$ [REDACTED], subject to additions and deductions as provided in the contract documents.

(Paragraph deleted)

### § 3.2.1

(Paragraphs deleted)

Intentionally deleted.

(Paragraphs deleted)

§ 3.2.1 Intentionally deleted.

(Table deleted)

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

(Identify each allowance.)

Item	Price
[See Specifications/Bidding Documents by Clark & Enersen]	\$12,500

§ 3.3 Intentionally deleted.

(Paragraphs deleted)

§ 3.4 Intentionally deleted.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.5

Init.

*(Paragraphs deleted)*  
Intentionally deleted.

## **ARTICLE 4 PAYMENT**

### **§ 4.1 Progress Payments**

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

- (i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.
- (ii) Commencing with the second (2nd) Application for Payment submitted by the Contractor, sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, demonstrating receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment.
- (iii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

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

**§ 4.1.3** Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: 5%.

*(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.

*(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 receipt from Architect of the final Certificate for Payment, provided that such Architect-approved Certificate for Payment is

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

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

*(Paragraphs deleted)*

All disputes relating to this Agreement shall be resolved pursuant 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** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**§ 6.1.4** The Specifications:

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

Specifications prepared by Clark & Enersen.

Section	Title	Date	Pages
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**§ 6.1.5** The Drawings:

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

Drawings prepared by Clark & Enersen.

Number	Title	Date
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**§ 6.1.6** The Addenda, if any:

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

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

.1 Other Exhibits:

*(Table deleted)(Paragraphs deleted)*

*(Paragraphs deleted)*

.2 Other documents, if any, listed below:

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

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

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

### § 7.2 The Contract

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

### § 7.3 The Work

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

### § 7.4 Instruments of Service

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

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

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if

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any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data unless agreed otherwise in writing.

### § 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: Superior Public Schools  
Attn: Superintendent  
601 W. 8th St.  
Superior, NE 68978

with a copy to: Coady H. Pruet, School District Counsel  
KSB School Law, PC, LLO  
301 S. 13<sup>th</sup> St., Suite 210  
Lincoln, NE 68508  
coady@ksbschoollaw.com

to the Contractor at: **TBD**

and to the Architect at: Tim Ripp, AIA  
Clark & Enersen  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508  
tim.ripp@clarkenersen.com

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

### § 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of

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the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Intentionally deleted.

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

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

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

### **§ 8.2 Owner's Right to Stop the Work**

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

### **§ 8.3 Owner's Right to Carry Out the Work**

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

### **§ 8.4 Extent of the Owner Rights**

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

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

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

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

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or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

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

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

## **§ 9.2 Supervision and Construction Procedures**

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

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

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

#### **§ 9.8 Contractor's Construction Schedules**

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

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

#### **§ 9.9 Submittals**

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

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

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided

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by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

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

#### **§ 9.11 Cutting and Patching**

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

#### **§ 9.12 Cleaning Up**

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

#### **§ 9.13 Access to Work**

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

#### **§ 9.14 Royalties, Patents and Copyrights**

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

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees and expenses, that arise out of, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of 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.

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## ARTICLE 10 ARCHITECT

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

§ 10.2 Intentionally deleted.

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

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

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

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

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

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.

*(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

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the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

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

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

## **ARTICLE 13 CHANGES IN THE WORK**

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

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's 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 will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

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

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests,

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reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

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

## ARTICLE 14 TIME

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

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

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

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

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

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

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to

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substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 15.2 Intentionally deleted.

*(Paragraphs deleted)*

**§ 15.3 Applications for Payment**

§ 15.3.1 Each Application for Payment shall include an itemization and be prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; and shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 Intentionally deleted.

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

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

**§ 15.4 Certificates for Payment**

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

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

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

such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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

### § 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

### § 15.6 Substantial Completion

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

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

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

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

### § 15.7 Final Completion and Final Payment

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

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

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

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

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

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

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

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

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl

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(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

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17.1.2, 17.1.3, and 17.1.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

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

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

**§ 17.1.11** The Contractor shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

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

**§ 17.1.13** The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or

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

*(Table deleted)*

*(Paragraphs 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.

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

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

**ARTICLE 18 CORRECTION OF WORK**

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

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

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

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

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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

### § 19.2 Governing Law

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

### § 19.3 Tests and Inspections

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

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

Superintendent Marty Kobza  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978  
(402) 879-3257  
mkobza@superiorwildcats.org

### § 19.5 The Contractor's representative:

*(Name, address, email address and other information)*

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TBD

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

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

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

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

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

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

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

§ 19.10 The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any

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User Notes:

(1903048527)

additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

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

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

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

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

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

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

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

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

### **§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

### § 20.3 Termination by the Owner for Convenience

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

*(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 Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to dispute resolution.

### § 21.2 Notice of Claims

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

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

### § 21.3 Time Limits on Claims

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

*(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)

Marty Kobza, Superintendent  
Superior Public Schools

(Printed name and title)

CONTRACTOR (Signature)

TBD

(Printed name and title)



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# Additions and Deletions Report for AIA<sup>®</sup> Document A104<sup>™</sup> – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:38:37 ET on 10/10/2022.

## PAGE 1

**AGREEMENT** made as of the 12th day of December in the year 2022

...

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

Nuckolls County School District No. 65-0011, commonly known as  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978  
Contact: Marty Kobza, Superintendent  
Phone: (402) 879-3257  
Email: mkobza@superiorwildcats.org

...

TBD

...

Public Entrance Addition and Renovation  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978

...

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

## PAGE 2

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

## PAGE 3

[  ] 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.)

...

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

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

By the following date: Work by [REDACTED].

§ 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:  
Time is of the essence of this Contract.

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

...

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's 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 \$ [REDACTED], subject to additions and deductions as provided in the contract documents.

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

§ 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.)

Intentionally deleted.

**§ 3.2.2** Unit prices, if any:

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

**§ 3.2.1** Intentionally deleted.

Item	Units and Limitations	Price per Unit (\$0.00)
...		
[See Specifications/Bidding Documents by Clark & Enersen]	\$12,500	

**§ 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.)~~

Intentionally deleted.

**PAGE 4**

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

~~(i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.~~

~~(ii) Commencing with the second (2nd) Application for Payment submitted by the Contractor, sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, demonstrating receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment.~~

~~(iii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.~~

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

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

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: 5%.  
*(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.

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

—%

...

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

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

**PAGE 5**

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 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*.

...

Specifications prepared by Clark & Enersen.

...

Drawings prepared by Clark & Enersen.

**PAGE 6**

*(Check all boxes that apply.)*

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

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

— The Sustainability Plan:

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

— Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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...

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

...

§ 7.5

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

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

PAGE 7

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital ~~data~~, data unless agreed otherwise in writing.

~~§ 7.7 Building Information Models Use and Reliance~~ **Knowledge**

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. 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.~~

...

§ 7.9.1 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~ by email

to the Owner at: Superior Public Schools  
Attn: Superintendent  
601 W. 8th St.  
Superior, NE 68978

with a copy to: Coady H. Pruet, School District Counsel  
KSB School Law, PC, LLO  
301 S. 13<sup>th</sup> St., Suite 210  
Lincoln, NE 68508  
coady@ksbschoollaw.com

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~ to the Contractor at: **TBD**

and to the Architect at: Tim Ripp, AIA  
Clark & Enersen  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508

...

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.

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~~§ 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.

...

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

#### **§ 8.4 Extent of the Owner Rights**

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

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

...

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

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

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§ 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.

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~~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.

...

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor,

installation, overhead, profit, and other ~~expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance expenses.~~

...

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

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§ 9.15.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify defend, 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, 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.

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

...

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

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

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

...

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's 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 will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

...

**§ 13.4** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

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

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**§ 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.

...

**§ 14.5** 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.

...

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

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

~~§ 15.2 Control Estimate~~ Intentionally deleted.

~~§ 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 an itemized Application for Payment. Each Application for Payment shall include an itemization and be prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the

Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; ~~and shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Documents.~~ Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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~~§ 15.4.1 The Architect 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 determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.~~

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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-use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.~~

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

...

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.

...

**§ 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 \$10,000) 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** 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. Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

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

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

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

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

§ 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.)*

##### 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 of the Contract. Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~

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

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

...

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

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~~§ 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.~~

...

Superintendent Marty Kobza  
Superior Public Schools  
601 W. 8th St.  
Superior, NE 68978  
(402) 879-3257  
mkobza@superiorwildcats.org

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**TBD**

...

~~§ 19.7 The Contractor represents and warrants the following to the Owner (in addition to any other representations and~~

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

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

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

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

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

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

**§ 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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§ 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.

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

...

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

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

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 but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to ~~mediation as a condition precedent to binding~~ dispute resolution.

...

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the ~~Work~~ 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)*

Marty Kobza, Superintendent  
Superior Public Schools

*(Printed name and title)*

**OWNER** *(Signature)*

*(Printed name and title)*

**CONTRACTOR** *(Signature)*

**TBD**

*(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 17:38:37 ET on 10/10/2022 under Order No. 2114306305 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*









