Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on October 13, 2026 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

1. **Call to Order**
   - 1.a) Roll Call
   - 1.b) Pledge of Allegiance
   - 1.c) Acknowledgement of the "Open Meetings Act" poster that is posted by the south entrance.
   - 1.d) Adoption of Agenda
   - 1.e) Approval of the Consent Agenda Items*
     All items listed with an asterisk (*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
   - 1.f) Proclamations and Presentations
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
   - 5.a) *Minutes of the September 22, 2026 Waverly City Budget Hearing
   - 5.b) *Minutes of the September 22, 2026 City Council Meeting
6. **Consideration of Claims and Financial Reports**
   - 6.a) Claims for Payment
   - 6.b) Treasurer's Report and Budget & Expense Report
7. **Introduction of Resolutions**
8. **Introduction of Ordinances**
   - 8.a) Consideration of the Third and Final Reading of Ordinance 26-09 Amending Title VII, Chapter 71 of the Waverly Municipal Code Relating to Electric Bicycles, Scooters, and Motorcycles
9. **Waverly Fire Station**
   - 9.a) Consideration of a Bid Award to Scheele-Kayton Construction for the Waverly Fire Station Project in an amount not to exceed $6,548,000.00, and authorizing the mayor to sign the agreement.
   - 9.b) Consideration of an Interlocal Agreement with Waverly School District 145 for Soil Removal.
   - 9.c) Consideration of an agreement with JEO Consulting Group, Inc to provide construction administration services for the Waverly Fire Station Project in an amount not to exceed $125,000.00.
   - 9.d) Consideration of a bid from US Digital Designs by Honeywell for the G2 Fire Station Alerting System in an amount not to exceed $117,284.53, which will be a cost-shared purchase pursuant to the existing Interlocal Agreement with the Waverly Suburban Fire District.
10. **Introduction of Business and Communications**

10.a) Consideration of the On-Call GIS Assistance Agreement with JEO Consulting Group, Inc.

10.b) Consideration of a bid from Small Engine Specialists for a mower for the parks department in an amount not to exceed $26,589.00, and approval of Claims Group B.

10.c) Consideration of the purchase of SCBA batteries and charger station from MacQueen in an amount not to exceed $4,641.00, to be paid from the Fire Operations Fund.

10.d) Consideration of a bid from Beeck Electrical Services for Rectangular Rapid Flashing Beacon electrical installation at N 148th St and Heywood St in an amount not to exceed $9,336.09.

11. **Committee Reports**

11.a) Human Services (Park & Recreation): Council Member Nielson

11.b) Public Works (Utilities & Street): Council Member Jespersen

11.c) Public Health (Fire & Safety): Council Member Delahoyde

11.d) Fiscal and Economic Development: Council Member Ruhter-Engelhardt

11.e) City Administrator Fisher

12. **Adjournment**

The Governing Body reserves the right to go into Executive Session at any time for the reasons outlined in State Statute 84-1410.

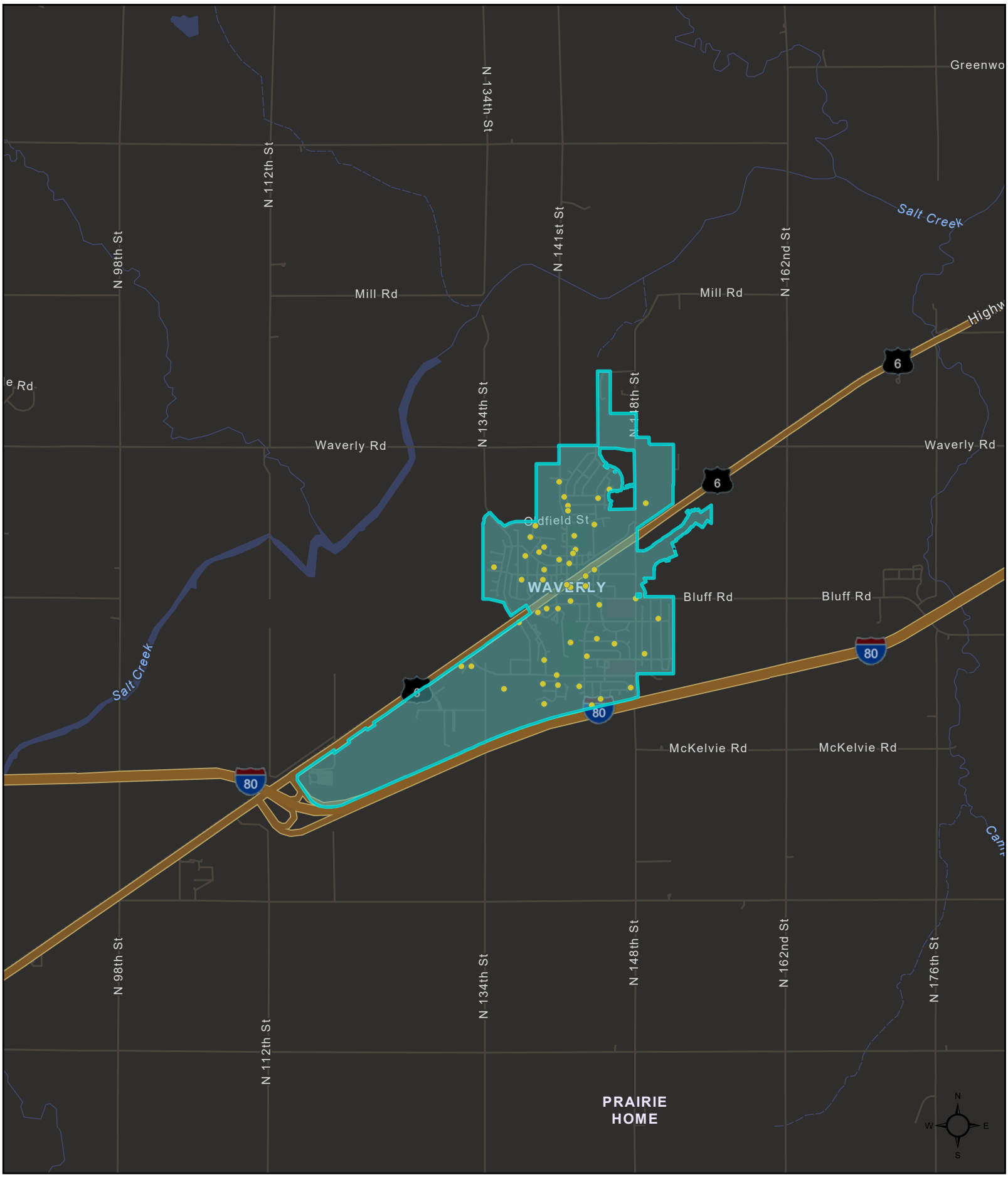
The following rules are established for audience members and participants at a Council meeting:

(1) Any person wishing to address the Council shall first state their name and address.

(2) Public comments may be for agenda or non-agenda items.

(3) Remarks shall be limited to five (5) minutes.

Calls for Service: Waverly



Dispatch Calls

LOCATION	CASE	Incident	Time	Deputy Name
September 1, 2026				
CANONGATE RD & ENERGY WAY,	C6006785	SPEC SVC CHECK WELF	1527	22178 BROWNELL
13811 BAILIE ST, WAVERLY, NE,	C6006786	PROTECTION ORDER	1634	22137 BRADY
September 2, 2026				
13811 BAILIE ST, WAVERLY, NE,	C6006801	MISC OTHER	922	22137 BRADY
13811 BAILIE ST, WAVERLY, NE,	C6006800	PROTECTION ORDER	921	22137 BRADY
10551 N 143RD ST, WAVERLY, NE,	C6006807	OPS ALL OUTSIDE JURI	1151	22239 GRUBER
9500 OXFORD AVE, 68462	C6006814	MISC OTHER	2112	22178 BROWNELL
9351 OXFORD AVE, WAVERLY, NE,	C6006812	TRAFFIC DUI	1836	22178 BROWNELL
10621 N 139TH ST, WAVERLY, NE,	C6006810	TRAFFIC OTHER	1610	22231 ALLEN
September 3, 2026				
11270 N 144TH ST, WAVERLY, NE,	C6006830	FRAUD CRED CARD/ATM	1011	2271 JONES
13811 BAILIE ST, WAVERLY, NE,	C6006845	PROTECTION ORDER	2016	22231 ALLEN
September 4, 2026				
13901 GUILDFORD ST, 68462	C6006882	ACC PROP DMG H&R	1944	22231 ALLEN
N 142ND ST & QUENTIN ST, 68462	C6006873	TRAFFIC PARK OTHER	1656	22231 ALLEN
	C6006853	ASSAULT NON-DOMESTIC	321	22241 EASTMAN
	C6006889	DISTURBANCE OTHER	2227	22236 SHANNON
September 5, 2026				
11041 N 137TH ST, WAVERLY, NE,	C6006897	MISC OTHER	1115	22191 EWBANK
11120 N 141ST ST, WAVERLY, NE,	C6006910	MISC OTHER	2104	22231 ALLEN
September 6, 2026				
	C6006927	ACC PROP DMG	1655	22232 NEEDHAM
	C6006934	TELEPHONE OTHER	2356	22216 ANSHASI
10010 N 149TH ST, WAVERLY, NE,	C6006917	MEDICAL EMERG OTHER	610	22241 EASTMAN
September 8, 2026				
13801 AMBERLY RD, WAVERLY, NE,	C6006972	SPEC SVC CHECK WELF	1405	22228 HUNTINGTON
	C6006983	COMM ENGAGE PRES	2020	22178 BROWNELL
9920 N 143RD ST, WAVERLY, NE,	C6006965	MEDICAL EMERG OTHER	933	2271 JONES
September 9, 2026				
11041 N 137TH ST, WAVERLY, NE,	C6006996	SPEC SVC CHECK WELF	1215	2271 JONES
9620 N 140TH ST, WAVERLY, NE,	C6007014	FRAUD INTERNET	1919	22231 ALLEN

LOCATION	CASE	Incident	Time	Deputy Name
11661 N 141ST ST, 68462	C6007015	SPEC SVC OTHER	1952	22178 BROWNELL

September 12, 2026

13341 AMBERLY RD, WAVERLY, NE,	C6007081	TRESPASS	1121	22201 KINGSWOOD
10820 N 140TH ST, WAVERLY, NE,	C6007082	MENTAL INVEST	1158	22191 EWBANK
N 142ND ST & QUENTIN ST, 68462	C6007091	TRAFFIC OTHER	1754	22227 KASTENS

September 13, 2026

9911 DEER PARK RD, WAVERLY,	C6007109	ALARM COMMERCIAL	1433	22178 BROWNELL
11421 N 142ND ST, WAVERLY, NE,	C6007106	MISC OTHER	1013	22197 MCMANUS
	C6007105	ASSAULT DOMESTIC	1006	22197 MCMANUS

September 14, 2026

14770 BAILIE ST, WAVERLY, NE,	C6007118	DISTURBANCE DOMESTIC	21	22216 ANSHASI
11041 N 137TH ST, WAVERLY, NE,	C6007120	DEATH NATURAL	212	22216 ANSHASI
10331 N 140TH ST, 68462	C6007124	SPEC SVC CHECK WELF	951	22222 SCDORIS
10941 N 142ND ST, WAVERLY, NE,	C6007121	ALARM COMMERCIAL	353	22216 ANSHASI
10311 N 151ST ST, WAVERLY, NE,	C6007132	FRAUD INTERNET	1834	22178 BROWNELL
10530 N 141ST ST, WAVERLY, NE,	C6007133	COMM ENGAGE PRES	1901	22178 BROWNELL

September 15, 2026

11200 N 148TH ST, WAVERLY, NE,	C6007151	ALARM FALSE	1433	2271 JONES
	C6007158	SPEC SVC CHECK WELF	1913	22178 BROWNELL

September 16, 2026

	C6007178	MISS PERS JUV	1603	22178 BROWNELL
	C6007176	ALARM COMMERCIAL	1608	22178 BROWNELL
11041 N 137TH ST, WAVERLY, NE,	C6007184	MEDICAL EMERG OTHER	2223	22178 BROWNELL

September 17, 2026

	C6007195	MEDICAL EMERG OTHER	1035	2271 JONES
	C6007202	SPEC SVC CHECK WELF	1555	2271 JONES
10431 N 145TH ST, WAVERLY, NE,	C6007203	ASSAULT NON-DOMESTIC	1622	22231 ALLEN

September 18, 2026

10721 N 139TH ST, WAVERLY, NE,	C6007220	MEDICAL SUIC ATTEMPT	101	22236 SHANNON

September 19, 2026

13801 AMBERLY RD, WAVERLY, NE,	C6007252	ANIMAL OTHER	952	22201 KINGSWOOD

LOCATION	CASE	Incident	Time	Deputy Name
10841 N 137TH ST, WAVERLY, NE,	C6007255	SPEC SVC CHECK WELF	1428	22187 LATHROP
	C6007271	DISTURBANCE OTHER	2307	22237 JAIME
N 140TH ST & AMBERLY RD,	C6007257	ANIMAL DOG AT LARGE	1759	22187 LATHROP
September 20, 2026				
	C6007282	ACC PROP DMG	1312	22222 SCDORIS
September 21, 2026				
10651 N 143RD ST, WAVERLY, NE,	C6007300	DISTURBANCE OTHER	1127	22208 HOLECHEK
September 22, 2026				
	C6007321	ANIMAL DOG BARKING	1328	2271 JONES
	C6007333	COMM ENGAGE PRES	2131	22178 BROWNELL
	C6007335	SPEC SVC CHECK WELF	2304	22178 BROWNELL
	C6007332	SPEC SVC CHECK WELF	2113	22178 BROWNELL
September 23, 2026				
11541 N 142ND ST, WAVERLY, NE,	C6007351	SPEC SVC CHECK WELF	1344	2271 JONES
September 24, 2026				
	C6007374	SPEC SVC CHECK WELF	843	2271 JONES
N 148TH ST & BLUFF RD, 68462	C6007371	TRAFFIC OTHER	759	2271 JONES
September 25, 2026				
13401 AMBERLY RD, WAVERLY, NE,	C6007407	MENTAL INVEST	1011	22228 HUNTINGTON
September 26, 2026				
	C6007443	SUSPICIOUS PERSON	1612	22231 ALLEN
	C6007451	DISTURBANCE OTHER	2202	22231 ALLEN
	C6007449	DISTURBANCE WILD PTY	2133	22231 ALLEN
N 141ST ST & US HIGHWAY 6,	C6007434	TRAFFIC OTHER	846	22201 KINGSWOOD
September 27, 2026				
	C6007466	TRESPASS	1026	22208 HOLECHEK
14341 US HIGHWAY 6, WAVERLY,	C6007470	DISTURBANCE OTHER	1118	22134 LESAN
September 28, 2026				
11041 N 137TH ST, WAVERLY, NE,	C6007500	**NOT ASSIGNED**	2056	22178 BROWNELL

LOCATION	CASE	Incident	Time	Deputy Name
11421 N 142ND ST, WAVERLY, NE,	C6007501	**NOT ASSIGNED**	2111	22178 BROWNELL

September 29, 2026

10721 N 139TH ST, WAVERLY, NE,	C6007506	MISC OTHER	826	2271 JONES
11220 N 137TH ST, WAVERLY, NE,	C6007519	FRAUD INTERNET	1410	2271 JONES
13401 AMBERLY RD, WAVERLY, NE,	C6007521	CHILD AB/NEG EMOTION	1519	22228 HUNTINGTON

September 30, 2026

11041 N 137TH ST, WAVERLY, NE,	C6007538	MEDICAL EMERG OTHER	1232	2271 JONES
	C6007544	MENTAL INVEST	1933	22178 BROWNELL

Report Totals

Count: 73
Date Exported: 10/7/2026 11:30 AM

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON SEPTEMBER 22, 2026

CALL TO ORDER
Council President/Acting Mayor David Jespersen called the Meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Jespersen acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Council Members David Jespersen, Aaron Delahoyde, Dave Nielson, and Brook Ruhter-Engelhardt were in attendance. Mayor Pascoe was absent. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Anthony Aerts, and City Clerk Megan Frye. Also in attendance were Fire Chief Robin Hoffman and Lancaster County Sheriff Deputy Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office and the City website (citywaverly.com).

2026-2027 WAVERLY CITY BUDGET
PUBLIC HEARING: 2026-2027 Waverly City Budget
Public Hearing opened at 6:01pm

Fisher advised the presentation was shared in detail at the previous meeting. Fisher advised per state statute, all municipalities are allowed to increase their budget by 2% each year and is also allowed to raise their levy by the real growth of 3.07%, which is classified as new construction, or new real estate that was included the prior year. Our budget request or tax asking amount then is a proposed increase of 5.07%. Our real growth or actual growth which includes valuation increases was 8.33% with inflation. Our property tax request for 2026-27 is $2,046,500.99. Our assessed valuation in 2025 was $581,765,999 and in our assessed valuation in 2026 was $634,605,828, which differs from last year by 9.08%. The tax rate which would levy the same amount of property taxes as last year when multiplied by the new total assessed value would be .306924 per $100 of assessed value, and we're proposing to adopt the property tax request that will cause the tax rate to be .3222484 per $100 of assessed value. The property tax request and changes in other revenue, our operating budget is going to exceed last year's by 5.07% or $98,745.28. Last year's tax levy rate was .334801, this year's is .322484, so we are decreasing our levy percent. Our tax asking is increased but our levy percent has gone down. Fisher shared the tax levy history from 2016 to 2026. Fisher advised the major projects planned for the next budget year are in the presentation and the public is welcome to look through all of them. Fisher went through all major projects planned for the 2026-27 fiscal year.

Council Member Jespersen asked if anyone from the public would like to make a comment. No comments heard.

Public Hearing closed at 6:12 p.m.

PUBLIC HEARING: 2026-2027 Waverly City Final Tax Request
Public Hearing opened at 6:13 p.m.

Fisher explained the amount of $2,046,500.99 is the final tax request and a portion of that in the amount of $685,250.00 goes towards the bond payments and $1,361,250.99 goes for non-bond purposes, meaning the general operation of the city.

Council Member Jespersen asked if anyone from the public would like to make a comment. No comments heard.

Public Hearing closed at 6:14 p.m.

Consideration of Resolution 26-26 setting the Property Tax Request for 2026-2027
Council Member Delahoyde moved to approve Resolution 26-26 setting the Property Tax Request for 2026-2027. Council Member Nielson seconded the motion.
The following Council Members voted "YEA": Jespersen, Delahoyde, Nielson, and Ruhter-Engelhardt.
The following Council Members voted "NAY": None. Motion Carried. 4-0.

RESOLUTION NO. 26-26
RESOLUTION SETTING THE PROPERTY TAX REQUEST

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Waverly, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and;

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Waverly resolves that:

1. The 2026-2027 property tax request be set at:
   General Fund: $ 1,361,250.99
   Bond Fund: $ 685,250.00
2. The total assessed value of property differs from last year's total assessed value by 9.08 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.306924 per $100 of assessed value.
4. The City of Waverly proposes to adopt a property tax request that will cause its tax rate to be 0.322484 per $100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Waverly will increase (or decrease) last year's budget by -11.62 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

Motion by Delahoyde, second by Nielson to adopt Resolution #26-26. Voting yes were: Delahoyde, Nielson, and Ruhter-Engelhardt. Voting no were: None.

Dated this 22nd day of September, 2026.

Consideration of the First Reading of Ordinance 26-10 to Adopt the Budget Statement to be Termed the Annual Appropriation Bill; to Appropriate Sums for Necessary Expenses and Liabilities; and to Provide for an Effective Date.
Council Member Delahoyde moved to introduce and approve First Reading of Ordinance 26-10 to Adopt the Budget Statement to be Termed the Annual Appropriation Bill; to Appropriate Sums for Necessary Expenses and Liabilities; and to Provide for an Effective Date. Council Member Nielson seconded the motion.

Council Member Nielson moved to suspend rules and waive the requirement for three readings and move to Third and Final Reading of Ordinance 26-10 to Adopt the Budget Statement to be Termed the Annual Appropriation Bill; to Appropriate Sums for Necessary Expenses and Liabilities; and to Provide for an Effective Date. Council Member Ruhter-Engelhardt seconded the motion.
The following Council Members voted "YEA": Delahoyde, Nielson, Ruhter-Engelhardt, and Jespersen.
The following Council Members voted "NAY": None. Motion Carried. 4-0.

Vote to pass on Third and Final Reading Ordinance 26-10 to Adopt the Budget Statement to be Termed the Annual Appropriation Bill; to Appropriate Sums for Necessary Expenses and Liabilities; and to Provide for an Effective Date, the following Council Members voted "YEA": Nielson, Ruhter-Engelhardt, Jespersen, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE 26-10

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAVERLY, NEBRASKA;

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2026 through September 30, 2027. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Waverly. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Lancaster County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2026.

ADJOURNMENT
Council Member Nielson moved to adjourn the meeting at 6:15 p.m. Council Member Delahoyde seconded the motion.
The following Council Members voted "YEA": Ruhter-Engelhardt, Jespersen, Delahoyde, and Nielson.
The following Council Members voted "NAY": None. Motion Carried. 4-0.

_____	_____
David M. Jespersen	Megan K. Frye
Council President/Acting Mayor	City Clerk/Human Resources Assistant

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON SEPTEMBER 22, 2026

CALL TO ORDER
Council President/Acting Mayor David Jespersen called the Meeting to order at 6:17 p.m. Jespersen acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Council Members David Jespersen, Aaron Delahoyde, Dave Nielson, and Brook Ruhter-Engelhardt were in attendance. Mayor Pascoe was absent. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Anthony Aerts, and City Clerk Megan Frye. Also in attendance were Fire Chief Robin Hoffman and Lancaster County Sheriff Deputy Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office and the City website (citywaverly.com).

ADOPTION OF AGENDA
Council Member Delahoyde moved to adopt the Agenda as presented. Council Member Nielson seconded the motion.
The following Council Members voted "YEA": Jespersen, Delahoyde, Nielson, and Ruhter-Engelhardt.
The following Council Members voted "NAY": None. Motion Carried. 4-0.

APPROVAL OF THE CONSENT AGENDA ITEMS
Minutes of the September 8, 2026 City Council Meeting
Consideration of Resolution 26-27 approving additional volunteer fire/rescue department member(s)
Consideration of Right of Way Request from Kinetic for buried fiber optic cable placement in Anderson North Park.
Consideration of Right of Way Request from Rightfiber for buried fiber optic placement near Lawson Park.
Council Member Delahoyde moved to approve the Consent Agenda. Council Member Nielson seconded the motion.
The following Council Members voted "YEA": Delahoyde, Nielson, Ruhter-Engelhardt, and Jespersen.
The following Council Members voted "NAY": None. Motion Carried. 4-0.

PROCLAMATIONS AND PRESENTATIONS
Fire Prevention Week Proclamation
Council President/Acting Mayor Jespersen read the proclamation:

FIRE PREVENTION WEEK PROCLAMATION
To designate the Week of October 4 – 10, 2026, as Fire Prevention Week

WHEREAS, the City of Waverly is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, the City of Waverly's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Waverly's residents are responsive to public education measures and can take personal steps to increase their safety from fire; and

WHEREAS, Waverly's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the 2026 Fire Prevention Week theme, "Charge into Fire Safety. Safe Charging is a Superpower", effectively serves as a reminder to educate community members about the importance of everyday charging habits that can help reduce the risk of lithium-ion battery fires and keep homes and communities safer.

NOW, THEREFORE, I, David M. Jespersen, Acting Mayor of the City of Waverly, do hereby proclaim October 4 – 10, 2026 as Fire Prevention Week throughout Waverly, and I urge all the people of Waverly to heed the important safety messages of Fire Prevention Week 2026, and to support the many public safety activities and efforts of Waverly's fire and emergency services.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of Waverly to be affixed this 22nd day of September, 2026.

PUBLIC HEARINGS
ELECTRIC BICYCLES, SCOOTERS, MOTORCYCLES
Public Hearing: Electric Bicycles, Scooters, Motorcycles
Public Hearing opened at 6:20 p.m.
Council Member Jespersen stated the is a second public hearing allowing for public input on the topic of electric bikes, scooters, and motorcycles. Jespersen asked if anyone from the public would like to make comments. No comments were heard.
Public Hearing closed at 6:21p.m.

Consideration of the Third and Final Reading of Ordinance 26-09 Amending Title VII, Chapter 71 of the Waverly Municipal Code Relating to Electric Bicycles, Scooters, and Motorcycles

Council Member Jespersen stated the Council is considering postponing this ordinance to the next meeting to allow time to review and potentially incorporate other city's ordinances that are being introduced relating to e-bicycles, scooters, and motorcycles, as well as consider public comment received via email. Council Member Ruhter-Engelhardt advised of the importance of reviewing public comment and acknowledged the possibility of future amendments after final approval of this ordinance.

Council Member Nielson moved to postpone the Third and Final Reading of Ordinance 26-09 to the next meeting. Council Member Delahoyde seconded the motion.
The following Council Members voted "YEA": Nielson, Ruhter-Engelhardt, Jespersen, and Delahoyde.
The following Council Members voted "NAY": None. Motion Carried. 4-0.

SHERIFF'S REPORT
Deputy Brownell provided an update on e-bikes, e-scooters, and motorized bikes. Brownell emphasized the importance of a proactive and consistent approach to public safety and ongoing collaboration between the Sheriff's Office, local communities, and state lawmakers. Brownell shared some devices currently being used may not comply with state statutes due to a lack of clarity on which devices are permitted and where they may be operated.

Brownell advised LSO is actively working with Waverly and other communities on public education regarding applicable laws and safety concerns; main goal preventing serious injuries and fatalities. Brownell noted that enforcement, including citations or possible confiscation for noncompliance or reckless operation, may be necessary. Brownell advised public education and communication will remain a focus for LSO.

PUBLIC COMMENTS
None.

Approval of Minutes
Minutes of the September 8, 2026 City Council Meeting
Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS
Claims for Payment

Claims for Payment: September 9th - 22nd, 2026		
Group A		
Vendor	**Description**	**Amount**
ADP Fees	Payroll Fees	$ 245.65
ADP Payroll	Payroll	$ 49,405.20
Badger Body & Truck Equipment	Snow plow repairs	$ 969.95
Ben Cassler	Flag football payout	$ 200.00
Binder Lift Inc.dba Phase Intl	Binder lifts	$ 1,722.00
Bowman Consulting Group	Canongate Road Roadway Design	$ 23,736.55
Camden Ballinger	Flag football payout	$ 200.00
Carquest Auto Parts	Supplies	$ 696.37
Clayton Hufford	Fuel reimbursement	$ 41.43
Cubby's, Inc.	Fuel	$ 2,327.74
D.J. Gongol & Associates, Inc.	Digestor pumps	$ 18,470.15
Dawson Radenslaben	Flag football payout	$ 70.00
Dun-Rite Homes, Inc.	Refund-Permit 250117	$ 755.00
Empire Netting & Fence	Sharp Park fence repair	$ 400.00
ESC	Well 7 ladder modifications	$ 507.96
Fastenal Company	Supplies	$ 266.51
Gage Frye	Flag football payout	$ 150.00
Grainger	Clothing allowance price error	$ (36.60)
Henry Hosking	Flag football payout	$ 70.00
Hometown Leasing	FD Copier	$ 71.48
Jaydon Pribyl	Flag football field supervisor	$ 240.00
JEO Consulting Group, Inc.	Waverly New Fire Station	$ 19,600.00
JEO Consulting Group, Inc.	New Well Siting, WWTP Generator Replacement	$ 8,650.00
Joey Wenzl	Flag football payout	$ 200.00
John Deere Financial	Repairs	$ 70.63
John Hancock USA	Retirement	$ 4,143.49
Kriha Fluid Power-Lincoln	Hose assy w/fittings, elbows	$ 734.83
Kubert Appraisal Group, PC	Appraisal Services	$ 6,300.00
Landon Ekwall	Flag football payout	$ 200.00
Landry Maahs	Flag football payout	$ 70.00
Lincoln Electric System	Electricity	$ 518.81
Lincoln Lock & Safe	Supplies	$ 23.00
Logan Benes	Flag football payout	$ 70.00
MacQueen Equipment	Fittings for Waverly 30	$ 555.90
Medica Health Plan Solutions	Health Insurance	$ 12,653.04
Menards-Lincoln North	Supplies	$ 528.23

Midwest Service & Sales Co.	Snow plow & hitch	$ 27,330.76
Miles Masur	Flag football payout	$ 200.00
Nadezhda Koval	Cleaning Service	$ 452.41
Nebraska Landscape Solutions	Fertilizer & insecticide	$ 3,286.06
NE Public Health Environ. Lab	Lab Fees	$ 752.00
Nicholas Jackson	Flag football payout	$ 200.00
NMC, Inc.	Quick disconnect assy, o-ring	$ 93.53
North Central Emergency Vehicle	Ambulance repair	$ 242.34
One Billing Solutions	August 2026 Billing-EMS	$ 1,511.47
Pavers Inc.	Crushed asphalt millings, cold mix asphalt	$ 2,588.45
Principal Life Insurance Co.	Life, Vision & Dental Insurance	$ 2,172.06
Production Creek Specialty Adv	Employee clothing	$ 484.00
Quik Dump Refuse	Garbage Service	$ 803.91
Rembolt Ludtke LLP	Waverly Suburban Fire District	$ 1,102.00
Rembolt Ludtke LLP	Legal Fees	$ 3,000.00
Rivers Metal Products, Inc.	Well 7 ladder project	$ 115.41
School District #145	Tobacco & Liquor License	$ 2,670.00
S.E.Rural Fire Protection Dist	EMS Calls	$ 3,750.00
Sunbelt Rentals, Inc.	Skidsteer rental, power rake rental	$ 432.72
Tennis Courts Unlimited	Pickleball line striping	$ 1,900.00
Turner McIntire	Flag football payout	$ 200.00
U.S. Postmaster	Stamps/Postage	$ 656.66
Union Bank & Trust Co.	HSA Accounts	$ 3,250.00
USA Blue Book	Settleometers	$ 26.96
Verizon Wireless	Phone Service	$ 434.40
Waverly Economic Develop. Corp.	2026 WEDC Membership	$ 25,000.00
Whitehead Oil Co.	Fuel	$ 142.94
Zac Williamson	Flag football payout	$ 200.00
Zimco Supply Co.	Herbicide	$ 735.00
Storage Ninjas	Storage for Engine 34 - F.D. debit card purchase	$ 155.00
RecDesk	Flag football refund - Stauss	$ 105.00
	Claims Group A Total	**$ 238,820.40**

Council Member Delahoyde moved to approve the claims in the amount of $238,820.40. Council Member Nielson seconded the motion.
The following Council Members voted “YEA”: Ruhter-Engelhardt, Jespersen, Delahoyde, and Nielson.
The following Council Members voted “NAY”: None. Motion Carried. 4-0.

Keno & Sales Tax Reports
Keno & Sales Tax Reports provided for information.

INTRODUCTION OF RESOLUTIONS
Consideration of Resolution 26-27 approving additional volunteer fire/rescue department member(s)
Consent Agenda.

Consideration of Resolution 26-28 adopting and revising the Employee Handbook
Council Member Delahoyde moved to approve Resolution 26-28 adopting and revising the Employee Handbook. Council Member Nielson seconded the motion.

City Administrator Fisher explained this is the addition of a full-time building and zoning staff member, previously Municipal Code Inspector, morphed into a full-time position based on city needs.

The following Council Members voted "YEA": Jespersen, Delahoyde, Nielson, and Ruhter-Engelhardt. The following Council Members voted "NAY": None. Motion Carried. 4-0.

RESOLUTION 26-28

RESOLUTION ADOPTING AND REVISING THE EMPLOYEE HANDBOOK

WHEREAS, the establishment of rules and regulations for the hiring and continued employment of City personnel is of benefit to the City, and
WHEREAS, it is advantageous for City personnel to know their rights and terms of employment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA that the Employee Handbook as revised on November 27, 2018, incorporates revisions to the following sections:

PAY PLAN
JOB DESCRIPTIONS

The additions and changes in the above stated sections shall be in full force and effect and is hereby adopted as policy.

PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2026.

Consideration of Resolution 26-29 approving a Memorandum of Understanding with Waverly Development, LLC.
Council Member Delahoyde moved to approve Resolution 26-29 approving a Memorandum of Understanding with Waverly Development, LLC. Council Member Nielson seconded the motion.

City Administrator Fisher explained Waverly Development is the owner of a 4.85-acre parcel of land in the Riley subdivision, near the middle school, zoned R4 multifamily housing. They came to the City and the CRA with a request to build apartments using TIF. The land must be declared blighted and substandard to use TIF and that parcel of land does have that option on the basis of lack of affordable housing. This MOU says that Waverly Development will pay for a blight and substandard study by reimbursing the CRA; the study will determine if it meets the criteria for lack of affordable housing, after which Waverly Development would have the opportunity to submit an application for TIF funds for the project.

Fisher shared amenities in the proposed project: a 55-unit apartment building with one, two, and three bedroom units each with in-unit laundry, private balconies, with option of enclosed garage. Also a clubhouse with gym, a playground, and a dog run area. The rent must meet the criteria for our affordable housing guidelines which is up to 150% of area median income. Waverly Development is also looking at doing some financing through USDA, which has lower income requirements, of 115% of area median income. If financing is secured through USDA, the project would have to meet those rent requirements for a for at least 4 years. Fisher explained the affordable rent rates will be close to market rate rent based on the requirements, which does not equate super low rent. Council Member Jespersen advised affordable housing is not low-income housing.

Fisher advised the estimated time of completion is 18 months to fully build out the project. The contract states once the blight and substandard designation has been achieved, Waverly Development must propose a project and apply for a building permit by the end of December 2027, after which the City and the CRA have the ability to remove the blight and substandard designation on that property. The contract states we will participate in the blight and substandard study, but it does not obligate the City and the CRA to provide TIF; it just states it may be an option should the blight and substandard study be fulfilled on the basis of affordable housing. Fisher advised the City would still be within our allowed percentage of the city declared blighted and substandard of 50%; recent legislative changes allow blighted areas to include extraterritorial jurisdiction.

The following Council Members voted "YEA": Delahoyde, Nielson, Ruhter-Engelhardt, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

INTRODUCTION OF ORDINANCES

Consideration of the Third and Final Reading of Ordinance 26-05 to Annex IT Lot 54 generally located in the 12200 block of US Hwy 6

Council Member Delahoyde moved to approve Third and Final Reading of Ordinance 26-05. Council Member Nielson seconded the motion.

Attorney Aerts read the ordinance by title:
ORDINANCE NO. 26-05 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO ANNEX LOT 54 SOUTHWEST, LOCATED IN SECTION 20, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

The following Council Members voted "YEA": Nielson, Ruhter-Engelhardt, Jespersen, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NO. 26-05

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO ANNEX LOT 54 SOUTHWEST, LOCATED IN SECTION 20, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA:

Section 1. Whereas, the following described real estate, to wit:

A TRACT OF LAND COMPOSED OF LOT 54 SOUTHWEST, LOCATED IN SECTION 20, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

That the City Clerk is hereby directed to take such actions as are necessary and appropriate to effectuate the change as set forth above on the official zoning map of the City.

PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2026.

Consideration of the Third and Final Reading of Ordinance 26-06 to Rezone IT Lot 54 from Agricultural (AG, City of Lincoln) District to General Commercial (GC, City of Waverly) District, generally located in the 12200 block of US Hwy 6

Council Member Delahoyde moved to approve Third and Final Reading of Ordinance 26-06. Council Member Nielson seconded the motion.

Attorney Aerts read the ordinance by title:
ORDINANCE NO. 26-06 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE 54 SOUTHWEST, LOCATED IN SECTION 20, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

The following Council Members voted "YEA": Ruhter-Engelhardt, Jespersen, Delahoyde, and Nielson. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NO. 26-06

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE 54 SOUTHWEST, LOCATED IN SECTION 20, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA:

That the Official Zoning Map for the City of Waverly be amended by changing the following:

- Rezoning Lot 54 Southwest, Located in Section 20, Township-11-North, Range-8, East of the Sixth Principal Meridian, Lancaster County, Nebraska from Agricultural (AG, City of Lincoln) to General Commercial District (GC), as shown in Exhibit A.

That the City Clerk is hereby directed to take such actions as are necessary and appropriate to effectuate the change as set forth above on the official zoning map of the City.

PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2026.

Consideration of the Third and Final Reading of Ordinance 26-07 to Annex IT Lots 21 and 59 generally located northeast of the N 148th St and Bluff Rd Intersection
Council Member Delahoyde moved to approve Third and Final Reading of Ordinance 26-07 seconded the motion.

Attorney Aerts read the ordinance by title:
ORDINANCE NO. 26-07 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO ANNEX LOT 21 SOUTHWEST AND LOT 59 SOUTHWEST, LOCATED IN SECTION 15, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

The following Council Members voted "YEA": Jespersen, Delahoyde, Nielson, and Ruhter-Engelhardt. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NO. 26-07

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO ANNEX LOT 21 SOUTHWEST AND LOT 59 SOUTHWEST, LOCATED IN SECTION 15, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA:

Section 1. Whereas, the following described real estate, to wit:

A TRACT OF LAND COMPOSED OF LOT 21 SOUTHWEST AND LOT 59 SOUTHWEST, LOCATED IN SECTION 15, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

That the City Clerk is hereby directed to take such actions as are necessary and appropriate to effectuate the change as set forth above on the official zoning map of the City.

PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2026.

Consideration of the Third and Final Reading of Ordinance 26-08 to Rezone IT Lots 21 and 59 from Agricultural (AG) District to Residential (R-2) District generally located northeast of the N 148th St and Bluff Rd Intersection
Council Member Delahoyde moved to approve Third and Final Reading of Ordinance 26-08. Council Member Nielson seconded the motion.

Attorney Aerts read the ordinance by title:
ORDINANCE NO. 26-08 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE LOT 21 SOUTHWEST AND LOT 59 SOUTHWEST, LOCATED IN SECTION 15, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

The following Council Members voted "YEA": Delahoyde, Nielson, Ruhter-Engelhardt, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NO. 26-08

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE LOT 21 SOUTHWEST AND LOT 59 SOUTHWEST, LOCATED IN SECTION 15, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA:

That the Official Zoning Map for the City of Waverly be amended by changing the following:

- Rezoning Lot 21 Southwest and Lot 59 Southwest, Located in Section 15, Township-11-North, Range-8, East of the Sixth Principal Meridian, Lancaster County, Nebraska from Agricultural District (AG) to Residential District (R-2), as shown in Exhibit A.

That the City Clerk is hereby directed to take such actions as are necessary and appropriate to effectuate the change as set forth above on the official zoning map of the City.

PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2026.

INTRODUCTION OF BUSINESS AND COMMUNICATIONS

Consideration of Right of Way Request from Kinetic for buried fiber optic cable placement in Anderson North Park.
Consent Agenda.

Consideration of Right of Way Request from Rightfiber for buried fiber optic placement near Lawson Park.
Consent Agenda.

Consideration of a bid from IES Electric for wiring services for the generator and transfer switch at the Wastewater Treatment Facility in an amount not to exceed $10,300.00.
Council Member Delahoyde moved to approve a bid from IES Electric for wiring services for the generator and transfer switch at the Wastewater Treatment Facility in an amount not to exceed $10,300.00. Council Member Nielson seconded the motion.

Council Member Delahoyde moved to amend the motion to approve the bid from IES Electric for wiring services for the generator and transfer switch for Well 9 in an amount not to exceed $10,300. Council Member Nielson seconded the motion.
The following Council Members voted "YEA": Nielson, Ruhter-Engelhardt, Jespersen, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 4-0.

On vote to approve the bid, as amended, from IES Electric for wiring services for the generator and transfer switch for Well 9 in an amount not to exceed $10,300.00, the following Council Members voted "YEA": Ruhter-Engelhardt, Jespersen, Delahoyde, and Nielson. The following Council Members voted "NAY": None. Motion Carried. 4-0.

COMMITTEE REPORTS
Human Services (Park & Recreation): Council Member Nielson
Council Member Nielson reported the pool was cleaned and all deck chairs have been put away for the season; pipes will be winterized pipes next month. We have been fertilizing and aerating the baseball fields and other park fields that are not currently being used for sports. Our 10 trees from our Trees for Nebraska Towns grant are coming Thursday and will be placed around Lawson park to help provide shade in the future. Fall soccer league has officially began after being canceled due to the heat index the first two weeks and being rained out last week; pushed season to finish now the week of October 19. Flag football was rescheduled on September 14 after lightning cancellation for the morning game; rescheduled for October 10. Super Bowl date is now October 17 at the Waverly Viking Stadium.

Public Works (Utilities & Street): Council Member Jespersen
Council Member Jespersen reported Well #9 generator bids were received on Friday September 11 and they sprayed the cemetery with Q4 herbicide for weeds and foxtail weed control. Additional test well drilling by Sargeant Irrigation starting the week of September 21. JEO is wrapping up bid document for wastewater generator project. Two employees attended a pump maintenance class in Kearney. Located 4 grave sites for headstone placements and one urn burial and a full burial. Answered questions from bidders for the Fire Station project about water meters, and system pressure tests. Filled potholes on Dear Park Road and trimmed trees north of Jamestown Street on the west side of N 148th street. Repairing the sludge press pumps at the WWTP. Preliminary design of Canongate Road was submitted by Bowman Engineering with cost estimates. Kinetic is installing currently in the Evandale subdivision, and called for locates for Anderson North subdivision north of Red Gauntlet Street.

Public Health (Fire & Safety): Council Member Delahoyde
Council Member Delahoyde reported on calls for service, there were 14 calls for medical, two fire, one wires arcing, one commercial fire alarm, one confirmed structure fire with a mutual aid request from

Southeast Rural Fire, one motor vehicle accident requiring medical, one for EMS standby at the Waverly High School varsity football game, and one suspicious package.

The bid new fire station bid opening was on Thursday, September 17; 16 bids were submitted from contractors; council will award the bid at an upcoming meeting. Two new members joined the department, and we welcome both. Working on measurements for new members gear, which will be up for approval soon. Santa Express planning has begun, with the first meeting held. The Suburban Fire District budget meeting is tomorrow where they will approve their budget.

Waverly Fire/Rescue members performed the monthly apparatus checks and held the monthly business meeting on Monday, September 7. Captain McLellan and Gerlach provided a new member training with the new members to train and familiarize them with the ambulances and smaller apparatus, also they've received some driving time as well and also on the hoses. EMS training to refresh their trauma assessment skills was held September 14, as well as a refresher on approaching crime scene safety with Deputy Brownell. They reviewed the state statutes on open carry and concealed carry, and they also reviewed their department protocols. There was a Lancaster Mutual Aid Association meeting that Fire Chief Hoffman attended. At both football games, there have been six members present for standby.

Fiscal & Economic Development: Council Member Ruhter-Engelhardt
Council Member Ruhter-Engelhardt reported the CRA met last night and approved the MOU recommending a blight study in the southwest section in the Riley neighborhood. Planning Commission meets September 29 and the next WEDC meeting is Monday October 5, hopefully the new WEDC Director will be there if everything goes well.

City Administrator Fisher provided information on WEDC and economic director in relation to TIF process.

City Administrator Fisher
No report.

ADJOURNMENT
Council Member Nielson moved to adjourn the meeting at 6:58 p.m. Council Member Delahoyde seconded the motion.
The following Council Members voted “YEA”: Jespersen, Delahoyde, Nielson, and Ruhter-Engelhardt.
The following Council Members voted “NAY”: None. Motion Carried. 4-0.

_____	_____
David M. Jespersen	Megan K. Frye
Council President/Acting Mayor	City Clerk/Human Resources Assistant

Claims for Payment: September 23rd - October 13th, 2026

Group A			
Vendor	**Description**	**Amount**	**Date Paid**
Scott Brauckmuller	Utility Deposit Refund	$ 100.00	
Matthew Brewer	Utility Deposit Refund	$ 100.00	
Elliott Crouch	Utility Deposit Refund	$ 100.00	
Kenneth & Paige Jones	Utility Deposit Refund	$ 100.00	
Rachelle Keller	Utility Deposit Refund	$ 100.00	
Holly & Donald McGuire	Utility Deposit Refund	$ 100.00	
Woodstock Holdings LLC	Utility Deposit Refund	$ 100.00	
ADP Fees	Payroll Fees	$ 252.75	10/2/2026
ADP Fees	Payroll Fees	$ 256.40	10/9/2026
ADP Payroll	Payroll	$ 48,200.21	10/2/2026
ADP Payroll	Payroll	$ 49,589.67	10/16/2026
Aerzen USA Corp.	Air filters for wwtp blowers	$ 1,564.02	
Allo Communications	Phone/Internet Services	$ 1,039.28	
Ball Insurance Services	Fire Department Insurance	$ 6,075.20	
Beeck Electrical Services	Air compressor wiring	$ 556.83	
Ben Cassler	Flag football payout	$ 310.00	
Black Hills Energy	Natural gas	$ 170.22	
Blackstrap Inc.	Road salt	$ 1,599.38	
Camden Ballinger	Flag football payout	$ 310.00	
Carquest Auto Parts	Air compressor belt	$ 37.98	
City of Omaha	Tea lifeguard class	$ 250.00	
Colonial Life	Insurance	$ 65.88	
Continental Fire Sprinkler Co.	Annual fire inspection/backflow	$ 270.00	
Core & Main	Fire hydrant replacements, meter & readout purchase	$ 18,740.73	
Cubby's, Inc.	Fuel	$ 1,907.23	
DataVizion, LLC	Microsoft 365 Business, Support	$ 2,010.36	
Dawson Radenslaben	Flag football payout	$ 140.00	
Electric Pump	2 VFD's wet well building	$ 12,770.00	
Filament Essential Services	SOCS Web Hosting Services	$ 3,050.00	
Gage Frye	Flag football payout	$ 280.00	
Grainger	Air compressor repairs	$ 1,636.36	
Hamilton Equipment Co.	Bobcat bucket & cutting edge, skid loader tire & parts	$ 2,430.17	
Hawkins, Inc.	Supplies	$ 12,326.14	
HBE LLP	Preparation 2026-2027 Budget	$ 3,305.00	
Henry Hosking	Flag football payout	$ 140.00	
Hippo Equipment	Antifreeze winterize pool	$ 501.25	
Hometown Leasing	City office copier	$ 190.15	
Horizon Bank	Monthly ACH Fees	$ 10.00	10/15/2026
Interstate All Battery Center	Battery, Waverly 31 flashlight battery	$ 266.75	
Jaydon Pribyl	Flag football field supervisor	$ 200.00	
JEO Consulting Group, Inc.	Waverly 2026 RRFB	$ 10,647.50	
JEO Consulting Group, Inc.	Waverly New Fire Station	$ 9,906.99	
JEO Consulting Group, Inc.	134th & Hwy 6 Drainage Improvements	$ 375.00	
Joey Wenzl	Flag football payout	$ 310.00	
John Hancock USA	Retirement	$ 4,280.03	10/2/2026
John Hancock USA	Retirement	$ 4,432.73	10/16/2026
Jones Group	Fire department property insurance	$ 24,967.00	
Kelly Supply Company	Brine tank parts, pipe & hose fittings	$ 54.00	
Kriha Fluid Power-Lincoln Admi	Brine tank parts, shop compressor parts	$ 727.69	
Lancaster Co. Sheriff Office	October 2026	$ 38,759.00	
Landon Ekwall	Flag football payout	$ 310.00	
Landry Maahs	Flag football payout	$ 140.00	
LARM	2026-2027 Insurance	$ 174,596.00	
League Insurance Gov't Health	LIGHT Member Fees Plan Year July 2025 - June 2026	$ 234.00	
League of Nebr.Municipalities	NCMA Membership	$ 534.00	
Lincoln Electric System	Electricity	$ 23,124.43	
Lincoln Parks & Recreation	Swim Team League Fees	$ 1,815.00	
Logan Benes	Flag football payout	$ 140.00	
Mammoth Station	Fuel	$ 1,920.96	
Menards-Lincoln North	WWTP shed lighting, tree planting supplies, air compressor parts, trash cans, supplies	$ 1,454.91	
Midwest Excavating Services	134th & Hwy Drainage Improvements	$ 17,778.30	
Midwest Laboratories, Inc.	Lab fees	$ 527.59	
Miles Masur	Flag football payout	$ 310.00	
Nebraska Dept Revenue Waste	Utility Sales Tax	$ 10,429.41	10/20/2026
Nebraska Landscape Solutions	Seed mixture	$ 1,061.96	
Neb. Municipal Clerks' Assoc.	Membership Dues - Megan	$ 100.00	
Nicholas Jackson	Flag football payout	$ 310.00	
Nippon Sanso Matheson Inc.	Oxygen bottle rental	$ 90.91	
Olsson Inc.	Anderson North Park 10th Addition	$ 3,575.00	
One Billing Solutions	September 2026 Billing-EMS	$ 1,321.10	
One Call Concepts, Inc.	One-Call Service	$ 92.15	
One Source-Background Check Co	Background checks	$ 114.00	
Pinnacle Bank	Conference, air compressor parts, flag football awards, shop & park supplies	$ 3,479.61	
Rembolt Ludtke LLP	Waverly Suburban Fire District	$ 304.50	
Rembolt Ludtke LLP	Legal Fees	$ 3,033.23	
Sapp Bros. Inc. - Lincoln	Oil	$ 656.75	
Seiler Instrument & Mfg. Co.	Renewal Catalyst GIS Locator	$ 1,435.00	
Small Engine Specialists	Armor oil, trimmer & attachments	$ 1,402.46	
Stephanie Fisher	Parking reimbursement	$ 19.50	
Sunbelt Rentals, Inc.	Scissorlift rental	$ 168.49	
Text My Gov, Inc.	Text My Gov Annual Software	$ 5,000.00	
The Voice News	Advertising & Printing	$ 622.04	
Titan Machinery-Lincoln	Oil filters	$ 69.70	
Travelers - RMD	FD Workers Compensation Plan	$ 1,154.00	
Truck Center Companies	Waverly 30 repair	$ 2,876.54	
Turner McIntire	Flag football payout	$ 310.00	
Uribe Refuse Services	Restroom Rental	$ 96.00	
USA Blue Book	Base elbow threaded connection	$ 1,019.90	
Vessco, Inc.	Seepex joint parts, coupling rod, pumphead	$ 2,957.98	
Zac Williamson	Flag football payout	$ 310.00	
RecDesk	Soccer coach refunds	$ 600.00	
RecDesk	Monthly Deposit Charge	$ 25.00	
RecDesk	Monthly Deposit Charge	$ 25.00	
Walmart	Fire department Halloween candy - F.D. Debit Card	$ 17.94	
Sam's Club	Fire department Halloween candy - F.D. Debit Card	$ 188.61	
	Claims Group A Total	**$ 531,363.87**	

Group B			
Vendor	**Description**	**Amount**	**Date Paid**
Small Engine Specialists	New parks mower	$ 26,589.00	
	Claims Group B Total	**$ 26,589.00**	

Group A & B Total	**$557,952.87**

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-4000	PROPERTY TAXES	23,371.77	1,093,926.45	1,232,282.00	138,355.55
10-00-4005	MOTOR VEHICLE TAX	14,179.73	162,786.86	140,000.00	22,786.86-
10-00-4010	MOTOR VEHICLE PRO RATE	.00	2,597.82	1,000.00	1,597.82-
10-00-4015	PROPERTY TAX CREDIT	893.12-	87,980.46	.00	87,980.46-
10-00-4018	STATE AID	.00	.00	.00	.00
10-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
10-00-4025	M.I.R.F.	.00	.00	.00	.00
10-00-4030	CARLINE	11.00	68.31	.00	68.31-
10-00-4032	LEASE REVENUE	500.00	5,500.00	6,000.00	500.00
10-00-4035	FRANCHISE TAX	2,597.16	492,268.58	450,000.00	42,268.58-
10-00-4040	IN LIEU OF TAXES	.00	1,789.26-	4,000.00	5,789.26
10-00-4050	SALES TAX	.00	.00	.00	.00
10-00-4055	HOMESTEAD EXEMPTION	.00	48,789.58	.00	48,789.58-
10-00-4060	INT EARNED ON LOCAL REVENUE	53.34	689.26	.00	689.26-
10-00-4065	FEES AND PERMITS	.00	.00	.00	.00
10-00-4070	CITY LICENSES	110.00	15,701.00	9,000.00	6,701.00-
10-00-4071	CITY FINES	.00	5.00	.00	5.00-
10-00-4075	DOG LICENSES	40.00	4,595.00	2,000.00	2,595.00-
10-00-4080	DOG IMPOUNDMENT & BOARD	.00	.00	.00	.00
10-00-4090	OTHER LOCAL REVENUE RECEIPT	238.75	700.74	.00	700.74-
10-00-4091	QUIET ZONE	.00	.00	.00	.00
10-00-4095	LABOR & MATERIALS SOLD - GEN.	.00	.00	.00	.00
10-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
10-00-4105	GRANTS	.00	.00	.00	.00
10-00-4106	DEVELOPER: STREET TREES	.00	.00	.00	.00
10-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
10-00-4115	OPERATING CONTRIBUTIONS	.00	.00	.00	.00
10-00-4130	BOND PROCEEDS	.00	.00	3,750,000.00	3,750,000.00
10-00-4161	INTEREST-MMA	3,733.38	27,923.55	5,000.00	22,923.55-
10-00-4169	INTEREST POINT C	17.34	191.56	.00	191.56-
10-00-4210	TOWER RENT	.00	34,288.02	37,000.00	2,711.98
10-00-4215	FARM RENT INCOME	.00	19,095.00	19,095.00	.00
10-00-4220	CASH DEVICE TAX	485.03	1,629.02	.00	1,629.02-
10-00-4410	ADJUSTMENT	.00	.00	.00	.00
10-00-4415	AG LAND TAX CREDIT	.00	100.28	.00	100.28-
10-00-5000	REGULAR SALARIES	10,790.75	137,128.23	130,000.00	7,128.23-
10-00-5002	SALARIES OVERTIME	.00	.00	.00	.00
10-00-5005	SALARY OF MAYOR & COUNCIL	.00	30,000.00	30,000.00	.00
10-00-5006	SALARIES PART TIME/TEMP	.00	.00	5,000.00	5,000.00
10-00-5009	SOCIAL SECURITY	819.94	12,680.24	10,000.00	2,680.24-
10-00-5015	HEALTH INSURANCE	300.71	26,810.48	60,000.00	33,189.52
10-00-5019	WORKER'S COMP INSURANCE	.00	1,070.99	2,000.00	929.01
10-00-5020	EMPLOYMENT EXPENSES	659.77	8,678.76	7,500.00	1,178.76-
10-00-5025	UNEMPLOYMENT COMPENSATION	91.89	2,060.26	2,000.00	60.26-
10-00-5030	RETIREMENT	582.15	7,530.85	7,500.00	30.85-
10-00-5035	CLOTHING	484.00	635.00	1,750.00	1,115.00
10-00-5040	COUNTY TREAS. & OTHER FEES	.00	253.95	2,000.00	1,746.05
10-00-5045	CUSTODIAL SERVICE	452.41	5,428.92	6,000.00	571.08
10-00-5050	LEGAL SERVICES	3,000.00	42,226.00	60,000.00	17,774.00
10-00-5055	CONTRACT OR SECURED SERVICE	38,759.00	465,108.00	466,000.00	892.00
10-00-5060	OTHER PROF. & TECH SERVICE	41,500.51	213,491.81	180,000.00	33,491.81-

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-5065	NATURAL GAS	.00	1,190.31	2,000.00	809.69
10-00-5070	ELECTRICITY	388.85	3,617.60	4,000.00	382.40
10-00-5075	GARBAGE SERVICE	22.49	276.19	500.00	223.81
10-00-5080	RENTALS OR LEASES	.00	33.00	500.00	467.00
10-00-5085	POSTAGE	328.00	3,257.66	3,000.00	257.66-
10-00-5090	TELEPHONE	515.19	6,357.09	7,500.00	1,142.91
10-00-5095	ADVERTISING AND PRINTING	253.31	5,106.21	5,000.00	106.21-
10-00-5100	SUPPLIES	514.53	4,338.44	10,000.00	5,661.56
10-00-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-00-5105	CONCESSIONS	.00	.00	.00	.00
10-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
10-00-5115	LICENSE FEES	2,670.00	2,670.00	3,000.00	330.00
10-00-5120	SCHOOL, DUES AND SEMINARS	6.00	34,259.50	38,000.00	3,740.50
10-00-5125	SALES TAX	.00	.00	.00	.00
10-00-5130	DOG BOARD AND DISPOSAL	.00	.00	.00	.00
10-00-5135	PROPERTY INSURANCE	.00	15,738.44	20,000.00	4,261.56
10-00-5140	TRAVEL OR MILEAGE	.00	66.31	3,000.00	2,933.69
10-00-5145	REPAIR & MAINT. SERVICES	.00	37,348.50	5,000.00	32,348.50-
10-00-5149	REFUNDS	.00	.00	.00	.00
10-00-5150	OTHER MISC. OBJECTS	.00	13,095.89	14,000.00	904.11
10-00-5155	QUIET ZONE	.00	.00	.00	.00
10-00-5160	DRY DAM	.00	103.02	10,000.00	9,896.98
10-00-5170	WATERSHED	.00	.00	.00	.00
10-00-5175	CAPITAL IMPROVEMENTS	.00	.00	3,750,000.00	3,750,000.00
10-10-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
10-10-5120	SCHOOL, DUES AND SEMINARS	.00	.00	.00	.00
10-10-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
10-10-5145	REPAIR & MAINT. SERVICES	.00	.00	.00	.00
10-10-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
10-30-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-30-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5000	REGULAR SALARIES	.00	.00	.00	.00
10-40-5001	PARTTIME SALARIES	.00	.00	.00	.00
10-40-5002	SALARIES PART TIME/TEMP	.00	.00	.00	.00
10-40-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5015	HEALTH INSURANCE	.00	.00	.00	.00
10-40-5030	RETIREMENT	.00	.00	.00	.00
10-40-5090	TELEPHONE	.00	.00	.00	.00
10-40-5100	SUPPLIES	.00	.00	.00	.00
10-40-5200	DEPOSIT REFUND	.00	.00	.00	.00
10-50-5000	REGULAR SALARIES	.00	.00	.00	.00
10-50-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-60-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-60-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
10-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
10-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
10-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
10-90-4015	TRANSFER FROM ARPA	.00	45,304.40	.00	45,304.40-
10-90-4016	TRANSFER FROM FIRE/RESCUE	5,000.00	5,000.00	5,000.00	.00
10-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
10-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
10-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
10-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
10-90-4030	TRANSFER FROM TIF E	.00	.00	.00	.00
10-90-4031	TRANSFER FROM PAYROLL	.00	.00	.00	.00
10-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
10-90-5011	TRANSFER TO CITY SALES TX	.00	.00	.00	.00
10-90-5012	TRANSFER TO STREET	.00	175,000.00	175,000.00	.00
10-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
10-90-5014	TRANSFER TO PARK	.00	270,000.00	270,000.00	.00
10-90-5016	TRANSFER TO FIRE/RESCUE	.00	174,139.00	174,139.00	.00
10-90-5018	TRANSFER TO FD EQUIPMENT FUND	.00	.00	.00	.00
10-90-5019	TRANSFER TO BUILDING	.00	125,000.00	125,000.00	.00
10-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
10-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
10-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
10-90-5028	TRANSFER TO CEMETERY	.00	41,000.00	41,000.00	.00
10-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
10-99-9999	PROFIT HANDLER	181,630.98	181,650.98	.00	181,650.98-
11-00-4052	CITY SALES TAX	72,831.93	876,274.96	650,000.00	226,274.96-
11-00-4053	AQUATIC CENTER SALES TAX	.00	.00	.00	.00
11-00-4161	INTEREST-MMA	4,115.46	46,591.55	15,000.00	31,591.55-
11-00-4163	INTEREST-CD'S HORIZON	.00	103,400.51	40,000.00	63,400.51-
11-00-5175	CAPITAL OUTLAY	5,400.00	1,310,782.09	3,125,000.00	1,814,217.91
11-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
11-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
11-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
11-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
11-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
11-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
11-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
11-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
11-99-9999	PROFIT HANDLER	284,006.36-	284,515.07-	.00	284,515.07
12-00-4005	MOTOR VEHICLE FEES	.00	40,007.34	30,000.00	10,007.34-
12-00-4090	OTHER LOCAL REV RECEIPTS	.00	5,820.87	.00	5,820.87-
12-00-4095	LABOR & MATERIALS SOLD-STREETS	.00	67.40	.00	67.40-
12-00-4100	EQUIPMENT SOLD	.00	837.34	.00	837.34-
12-00-4105	GRANTS	.00	.00	1,378,500.00	1,378,500.00
12-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
12-00-4120	HIGHWAY ALLOCATION	51,094.52	581,355.76	584,271.00	2,915.24
12-00-4125	INCENTIVE PAYMENTS	.00	4,000.00	.00	4,000.00-
12-00-4130	SALE BONDS - STREETS	.00	.00	7,100,000.00	7,100,000.00
12-00-4135	REINBURSEMENT/PROJECT FINANCED	.00	.00	.00	.00
12-00-4161	INTEREST-MMA	2,483.69	34,998.78	.00	34,998.78-
12-00-4220	SCRAP SALES	.00	.00	.00	.00
12-00-4405	INFRASTRUCTURE FEE	455.00	7,317.80	.00	7,317.80-
12-00-5000	REGULAR SALARIES	15,634.89	206,361.07	204,000.00	2,361.07-
12-00-5002	SALARIES OVERTIME	150.00	6,094.65	7,000.00	905.35
12-00-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
12-00-5009	SOCIAL SECURITY	1,192.14	16,062.75	16,000.00	62.75-

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-5015	HEALTH INSURANCE	596.55	40,834.86	52,000.00	11,165.14
12-00-5019	WORKER'S COMP INSURANCE	.00	4,328.10	7,500.00	3,171.90
12-00-5030	RETIREMENT	469.89	6,805.80	11,500.00	4,694.20
12-00-5035	CLOTHING	256.11	986.10	1,250.00	263.90
12-00-5045	CUSTODIAL SERVICES	.00	.00	.00	.00
12-00-5055	CONTRACT OR SECURED SERVI	57.00	114.00	.00	114.00-
12-00-5060	PROF&TECH SERVICE/SPECIAL FEES	23,250.00	119,501.67	345,000.00	225,498.33
12-00-5065	NATURAL GAS	.00	2,485.07	4,000.00	1,514.93
12-00-5070	ELECTRICITY	8,482.90	97,812.39	85,000.00	12,812.39-
12-00-5073	GAS AND OIL	1,446.53	15,418.91	14,000.00	1,418.91-
12-00-5075	GARBAGE SERVICE	112.43	1,380.77	1,500.00	119.23
12-00-5076	RECYCLING SERVICE	.00	.00	.00	.00
12-00-5080	RENTALS OR LEASES	216.37	1,686.69	5,000.00	3,313.31
12-00-5090	TELEPHONE	195.41	2,293.52	2,000.00	293.52-
12-00-5095	ADVERTISING AND PRINTING	11.48	127.73	500.00	372.27
12-00-5100	SUPPLIES-OFFICE/SHOP	976.06	5,518.69	10,000.00	4,481.31
12-00-5102	SUPPLIES-STREETS	1,402.37	14,351.69	83,000.00	68,648.31
12-00-5120	FURNITURE AND EQUIPMENT	27,330.76	119,484.35	431,000.00	311,515.65
12-00-5121	SCHOOL,DUES, & SEMINARS	.00	715.12	1,000.00	284.88
12-00-5135	PROPERTY INSURANCE	.00	34,659.52	36,500.00	1,840.48
12-00-5140	TRAVEL & MILEAGE	.00	.00	500.00	500.00
12-00-5141	SERVICE FEES	.00	.00	.00	.00
12-00-5144	REPAIR & MAINT.SERVICE-BLDG	10.00	1,891.11	13,000.00	11,108.89
12-00-5145	REPAIR & MAINT. STREETS	.00	16,442.70	80,000.00	63,557.30
12-00-5146	EQUIPMENT MAINTENANCE	2,994.58	27,228.03	30,000.00	2,771.97
12-00-5147	VEHICLE MAINTENANCE	152.76	4,944.82	10,000.00	5,055.18
12-00-5150	OTHER MICS. OBJECTS	.00	.00	.00	.00
12-00-5165	TRAFFIC CONTROL	.00	21,843.07	12,000.00	9,843.07-
12-00-5170	STREET CONTRACTS	.00	7,750.60	8,000.00	249.40
12-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	51,936.55	101,199.16	8,135,000.00	8,033,800.84
12-90-4010	TRANSFER FROM GENERAL	.00	175,000.00	175,000.00	.00
12-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
12-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
12-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
12-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
12-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
12-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
12-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
12-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
12-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
12-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
12-90-4030	TRANSFER FROM TIF	.00	.00	.00	.00
12-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
12-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
12-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
12-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
12-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
12-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
12-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
12-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
12-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-99-9999	PROFIT HANDLER	28,917.65-	28,917.65-	.00	28,917.65
13-00-4050	SALES TAX	.00	24,752.31	17,000.00	7,752.31-
13-00-4052	CITY SALES TAX	36,415.91	428,359.75	350,000.00	78,359.75-
13-00-4085	CONCESSIONS	.00	.00	.00	.00
13-00-4090	OTHER LOCAL REV RECEIPTS	30.38	1,880.95	.00	1,880.95-
13-00-4105	GRANTS	.00	.00	.00	.00
13-00-4130	SALE BONDS - POOL	.00	.00	.00	.00
13-00-4131	AQUA CENTER BOND PROCEEDS	.00	.00	.00	.00
13-00-4132	2022 MUN IMP BOND PROCEED	.00	.00	.00	.00
13-00-4138	POOL DAILY ADMISSIONS	.00	100,582.08	63,000.00	37,582.08-
13-00-4140	POOL RECEIPTS	.00	.00	.00	.00
13-00-4141	POOL PASS REVENUE	.00	100,668.00	83,000.00	17,668.00-
13-00-4142	SWIMMING LESSON REVENUE	.00	21,290.00	8,000.00	13,290.00-
13-00-4143	POOL PARTY REVENUE	.00	18,351.25	10,000.00	8,351.25-
13-00-4144	POOL PARTY DEPOSIT	.00	.00	.00	.00
13-00-4146	SWIM TEAM REVENUE	.00	3,760.00	2,500.00	1,260.00-
13-00-4147	PRIVATE SWIMMING LESSON	240.00	4,715.25	.00	4,715.25-
13-00-4155	GIFT OR DONATIONS	.00	15,433.98	.00	15,433.98-
13-00-4161	INTEREST-MMA	1,584.84	16,847.05	.00	16,847.05-
13-00-4162	INTEREST-NE CLASS	.00	.00	.00	.00
13-00-4167	INTEREST FSB	.00	.00	.00	.00
13-00-4168	DIVIDENDS-NPAIT	300.15	3,570.84	.00	3,570.84-
13-00-4185	CONCESSION RECEIPTS	.00	28,068.83	25,000.00	3,068.83-
13-00-5000	REGULAR SALARIES	4,911.50	48,315.87	65,000.00	16,684.13
13-00-5002	SALARIES OVERTIME	.00	1,440.30	4,000.00	2,559.70
13-00-5006	SUB OR TEMP SALARIES	8,319.43	194,196.45	125,000.00	69,196.45-
13-00-5009	SOCIAL SECURITY	1,011.99	19,056.86	14,000.00	5,056.86-
13-00-5015	HEALTH INSURANCE	167.78	13,066.70	24,000.00	10,933.30
13-00-5019	WORKER'S COMP INSURANCE	.00	715.42	1,000.00	284.58
13-00-5030	RETIREMENT	368.79	2,445.19	3,500.00	1,054.81
13-00-5035	CLOTHING	.00	3,618.70	3,500.00	118.70-
13-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
13-00-5050	LEGAL SERVICES	.00	.00	.00	.00
13-00-5055	CONTRACTED OR SECURED SERVICES	.00	3,990.00	4,000.00	10.00
13-00-5060	OTHER PROF. & TECH SERVICE	.00	4,100.00	4,000.00	100.00-
13-00-5065	NATURAL GAS	.00	.00	.00	.00
13-00-5070	ELECTRICITY	1,854.37	10,962.36	8,000.00	2,962.36-
13-00-5075	GARBAGE SERVICE	132.25	774.65	1,000.00	225.35
13-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
13-00-5090	TELEPHONE	165.89	1,952.89	2,000.00	47.11
13-00-5095	ADVERTISING AND PRINTING	.00	.00	500.00	500.00
13-00-5100	SUPPLIES	27.49	13,687.70	17,000.00	3,312.30
13-00-5102	OPERATION SUPPLIES	448.72	6,641.53	10,000.00	3,358.47
13-00-5105	CONCESSIONS	322.92	12,218.50	15,000.00	2,781.50
13-00-5110	FURNITURE AND EQUIPMENT	.00	6,073.95	6,500.00	426.05
13-00-5120	SCHOOLS, DUES, & SEMINARS	.00	670.00	2,000.00	1,330.00
13-00-5125	SALES TAX	977.73	15,122.87	20,000.00	4,877.13
13-00-5135	PROPERTY INSURANCE	.00	24,762.30	26,500.00	1,737.70
13-00-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
13-00-5141	SERVICE FEES	25.00	950.00	800.00	150.00-
13-00-5145	REPAIR & MAINT. SERVICES	38.67	12,209.95	5,000.00	7,209.95-

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-5149	REFUNDS	.00	2,626.62	.00	2,626.62-
13-00-5150	OTHER MISC. OBJECTS	.00	200.00	.00	200.00-
13-00-5160	CONSULTANTS	.00	4,944.26	.00	4,944.26-
13-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	160,000.00	160,000.00
13-00-5176	NEW POOL SUPPLIES	.00	.00	.00	.00
13-00-5201	PARTY DEPOSIT REFUNDED	.00	.00	.00	.00
13-00-5333	2021 GO AQUATIC CTN PRINCIPAL	.00	225,000.00	225,000.00	.00
13-00-5334	2021 GO AQUATIC CTR INTEREST	.00	32,573.75	32,574.00	.25
13-00-5351	2023 MUNI IMPROV PRINCIPAL	.00	.00	45,000.00	45,000.00
13-00-5352	2023 MUNI IMPROV BOND INTEREST	.00	.00	48,052.00	48,052.00
13-00-5353	2025 MUNI IMPROVEMENT	.00	45,000.00	.00	45,000.00-
13-00-5354	2025 MUNI IMPROVE INTER	.00	48,051.97	.00	48,051.97-
13-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
13-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
13-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
13-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
13-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
13-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
13-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
13-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
13-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
13-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
13-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
13-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
13-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
13-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
13-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
13-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
13-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
13-99-9999	PROFIT HANDLER	12,926.50	12,911.50	.00	12,911.50-
14-00-1750	TRANSFER FROM FIRE EQUIP	.00	.00	.00	.00
14-00-4032	LEASE REVENUE	.00	2,000.00	70,000.00	68,000.00
14-00-4065	FEES & PERMITS	.00	.00	.00	.00
14-00-4090	OTHER LOCAL REV RECEIPTS	.00	3,897.29	.00	3,897.29-
14-00-4105	GRANTS	.00	10,000.00	.00	10,000.00-
14-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
14-00-4139	YOUTH FLAG FOOTBAL	.00	22,490.00	7,000.00	15,490.00-
14-00-4140	FALL SOCCER RECEIPTS	.00	11,030.00	8,000.00	3,030.00-
14-00-4142	SPRING SOCCER RECEIPTS	.00	12,100.00	10,000.00	2,100.00-
14-00-4143	BLAST BALL RECEIPTS	.00	3,910.00	3,000.00	910.00-
14-00-4144	T-BALL RECEIPTS	.00	6,760.00	5,000.00	1,760.00-
14-00-4145	BALL RECEIPTS	.00	11,080.00	10,000.00	1,080.00-
14-00-4146	BALL FIELD RENTAL	4,330.00	10,950.00	8,000.00	2,950.00-
14-00-4147	ADULT VOLLEY BALL	600.00	3,000.00	1,000.00	2,000.00-
14-00-4148	TOURNAMENTS	.00	.00	1,000.00	1,000.00
14-00-4149	ADULT BASEBALL	.00	100.00	1,000.00	900.00
14-00-4150	ADULT PICKLE BALL	.00	755.00	.00	755.00-
14-00-4155	PARK DONATIONS	.00	5,333.36	15,000.00	9,666.64
14-00-4161	INTEREST-MMA	.00	3,476.14	500.00	2,976.14-
14-00-4162	INTEREST-NE CLASS	.00	.00	3,000.00	3,000.00
14-00-4165	INTEREST EARNED	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-4166	INTEREST	.15	1.92	.00	1.92-
14-00-4168	DIVIDENDS-NPAIT	604.59	10,768.94	.00	10,768.94-
14-00-4170	ADULT BASKETBALL	.00	100.00	1,000.00	900.00
14-00-4405	INFRASTRUCTURE FEE	1,050.00	16,887.22	5,000.00	11,887.22-
14-00-4420	ADVERTISING REVENUE	.00	.00	.00	.00
14-00-5000	REGULAR SALARIES	10,208.13	137,369.76	160,000.00	22,630.24
14-00-5002	OVERTIME SALARIES	344.18	1,197.17	1,500.00	302.83
14-00-5006	SUB OR TEMP SALARIES	5,840.98	50,675.06	40,000.00	10,675.06-
14-00-5009	SOCIAL SECURITY	1,238.77	14,192.48	15,500.00	1,307.52
14-00-5015	HEALTH INSURANCE	526.92	51,124.12	55,000.00	3,875.88
14-00-5019	WORKER'S COMP INSURANCE	.00	3,943.34	5,000.00	1,056.66
14-00-5030	RETIREMENT	578.79	7,517.48	9,000.00	1,482.52
14-00-5035	CLOTHING	.00	614.73	1,250.00	635.27
14-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
14-00-5055	CONTRACTED OR SECURED SERVICES	4,570.00	16,177.00	16,500.00	323.00
14-00-5060	OTHER PROF. & TECH SERVICE	.00	4,986.20	8,500.00	3,513.80
14-00-5070	ELECTRICITY	1,139.40	14,908.19	14,000.00	908.19-
14-00-5073	GAS AND OIL	1,817.11	8,943.65	6,000.00	2,943.65-
14-00-5075	GARBAGE SERVICE	334.37	3,601.99	3,500.00	101.99-
14-00-5080	RENTAL & LEASES	.00	627.25	1,500.00	872.75
14-00-5090	PHONE	46.52	558.76	1,000.00	441.24
14-00-5095	ADVERTISING & PRINTING	12.98	12.98	1,000.00	987.02
14-00-5100	SUPPLIES	9,936.65	32,387.68	30,000.00	2,387.68-
14-00-5102	OPERATION SUPPLIES	327.92	10,224.73	25,000.00	14,775.27
14-00-5103	TOURNAMENT SUPPLIES	.00	.00	1,500.00	1,500.00
14-00-5110	FURNITURE AND EQUIPMENT	.00	13,996.42	7,800.00	6,196.42-
14-00-5120	SCHOOLS, DUES AND SEMINARS	1,400.00	1,737.00	500.00	1,237.00-
14-00-5125	SALES TAX	.00	.00	.00	.00
14-00-5130	TREES AND PLANTINGS	.00	5,817.00	15,000.00	9,183.00
14-00-5135	PROPERTY INSURANCE	.00	30,705.33	40,000.00	9,294.67
14-00-5140	TRAVEL OR MILEAGE	41.43	41.43	500.00	458.57
14-00-5141	SERVICE FEES	25.00	300.00	.00	300.00-
14-00-5145	REPAIR & MAINT. SERVICES	3,782.06	39,343.65	40,000.00	656.35
14-00-5146	EQUIPMENT MAINTENANCE	22.08	8,959.16	3,500.00	5,459.16-
14-00-5147	VEHICLE MAINTENANCE	14.98	3,238.58	1,500.00	1,738.58-
14-00-5149	REFUNDS	605.00	2,375.00	1,000.00	1,375.00-
14-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
14-00-5160	DONATION EXPENSES	.00	2,239.88	2,000.00	239.88-
14-00-5165	GRANT EXPENSES	.00	2,735.67	.00	2,735.67-
14-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	1,900.00	66,550.00	142,000.00	75,450.00
14-90-4010	TRANSFER FROM GENERAL	.00	270,000.00	270,000.00	.00
14-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
14-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
14-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
14-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
14-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
14-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
14-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
14-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
14-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
14-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-90-5011	TRANSFER TO CITY SALES TAX	.00	.00	.00	.00
14-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
14-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
14-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
14-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
14-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
14-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
14-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
14-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
14-99-9999	PROFIT HANDLER	132,611.82-	132,461.82-	.00	132,461.82
15-00-4161	INTEREST-MMA	.00	413.86	.00	413.86-
15-00-4199	ARPA PROCEEDS	.00	.00	.00	.00
15-00-5060	OTHER PROF & TECH SERVICE	.00	.00	.00	.00
15-00-5141	ARPA EXPENSES	.00	.00	.00	.00
15-00-5146	EQUIPMENT MAINT	.00	.00	.00	.00
15-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
15-90-5010	TRANSFER TO GENERAL	.00	45,304.40	.00	45,304.40-
15-99-9999	PROFIT HANDLER	44,890.54-	44,890.54-	.00	44,890.54
16-00-4090	OTHER LOCAL REV RECEIPTS	.00	109.38	.00	109.38-
16-00-4091	COVID-19 CARE FUNDS	.00	.00	.00	.00
16-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
16-00-4105	GRANTS	.00	.00	.00	.00
16-00-4110	INSURANCE ADJUSTMENTS	.00	120.00	.00	120.00-
16-00-4130	BOND PROCEEDS	.00	.00	9,500,000.00	9,500,000.00
16-00-4135	REIMBURSEMENT-MAT'LS/SERVICES	.00	.00	.00	.00
16-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
16-00-4160	SUBURBAN FIRE DEPARTMENT	14,511.58	174,138.96	174,139.00	.04
16-00-4161	INTEREST-MMA	.00	2,251.26	500.00	1,751.26-
16-00-4165	INTEREST/FIRE-RESCUE	.00	.00	.00	.00
16-00-5000	SALARIES - REGULAR	779.25	9,618.01	23,278.00	13,659.99
16-00-5003	OFFICER REIMBURSEMENT	.00	7,000.00	12,000.00	5,000.00
16-00-5009	SS/MED - CITY SHARE	59.61	658.79	.00	658.79-
16-00-5017	LIFE INSURANCE	.00	7,924.20	7,500.00	424.20-
16-00-5019	WORKER'S COMP INSURANCE	.00	1,181.00	2,000.00	819.00
16-00-5035	CLOTHING	.00	126.50	5,000.00	4,873.50
16-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
16-00-5050	LEGAL SERVICES	.00	.00	3,000.00	3,000.00
16-00-5055	CONTRACTED OR SECURED SERVICES	4,334.00	34,074.60	32,000.00	2,074.60-
16-00-5056	ENARSIS ADMIN	.00	.00	10,000.00	10,000.00
16-00-5060	OTHER PROF.& TECH SERVICE	71.48	4,374.11	5,000.00	625.89
16-00-5065	NATURAL GAS	.00	3,135.94	6,000.00	2,864.06
16-00-5070	ELECTRICITY	322.02	2,458.78	3,500.00	1,041.22
16-00-5073	GAS & OIL	602.14	5,753.86	8,000.00	2,246.14
16-00-5075	GARBAGE SERVICE	22.49	276.19	500.00	223.81
16-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
16-00-5085	POSTAGE	.00	163.39	.00	163.39-
16-00-5090	TELEPHONE	283.80	4,412.62	4,000.00	412.62-
16-00-5095	ADVERTISING AND PRINTING	.00	582.94	1,000.00	417.06
16-00-5100	SUPPLIES	12.44	1,863.90	4,000.00	2,136.10
16-00-5101	FIRE OPERATION SUPPLIES	.00	10,476.57	12,000.00	1,523.43
16-00-5102	MEDICAL SUPPLIES	1,722.00	22,112.34	25,000.00	2,887.66

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-5103	FD BUNKER GEAR	.00	1,971.00	5,500.00	3,529.00
16-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
16-00-5112	COMMUNICATION GEAR	.00	30,397.92	36,000.00	5,602.08
16-00-5115	LICENSE FEES	.00	136.30	500.00	363.70
16-00-5120	SCHOOL, DUES AND SEMINARS	.00	2,505.57	14,000.00	11,494.43
16-00-5135	PROPERTY INSURANCE	.00	23,707.00	25,000.00	1,293.00
16-00-5140	TRAVEL OR MILEAGE	.00	1,106.04	6,000.00	4,893.96
16-00-5141	SERVICE FEES	.00	.00	.00	.00
16-00-5142	VEHICLE MILEAGE REIMBURSE	240.00	35,190.00	50,000.00	14,810.00
16-00-5145	BUILDING REPAIR & MAINTENANCE	.00	1,312.50	5,000.00	3,687.50
16-00-5146	EQUIPMENT-REPAIR & MAINTENANCE	.00	5,801.93	12,500.00	6,698.07
16-00-5147	VEHICLE REPAIR & MAINTENANCE	949.33	16,601.66	18,000.00	1,398.34
16-00-5148	COMMUNICATION REPAIR	.00	341.85	3,000.00	2,658.15
16-00-5149	REFUNDS	.00	.00	.00	.00
16-00-5150	OTHER MISC. OBJECTS	.00	3,232.94	4,000.00	767.06
16-00-5175	CAPITAL IMPROVEMENTS	.00	247,405.00	9,500,000.00	9,252,595.00
16-00-5180	INNOCULATIONS	.00	.00	.00	.00
16-00-5225	DONATION FUND-EXPENSES	.00	.00	.00	.00
16-00-5230	VOID!! USE FUND 18 ACCTS	.00	.00	.00	.00
16-00-5231	FEH: FIRE SERVICE CALLS	.00	.00	.00	.00
16-00-5555	UNIFORMS	.00	.00	.00	.00
16-90-4010	TRANSFER FROM GENERAL	.00	174,139.00	174,139.00	.00
16-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
16-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
16-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
16-90-4018	TRANSFER FROM FIRE EQUIPMENT	.00	.00	.00	.00
16-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
16-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
16-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
16-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
16-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
16-90-4048	TRANSFER FROM FIRE CONSTR	.00	247,405.00	.00	247,405.00-
16-90-5010	TRANSFER TO GENERAL	60,599.34	60,599.34	5,000.00	55,599.34-
16-90-5011	TRANSFER TO SALES TAX	.00	.00	.00	.00
16-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
16-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
16-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
16-90-5017	TRANSFER TO FIRE DONATION	.00	.00	.00	.00
16-90-5018	TRANSFER TO FIRE EQUIPMENT	50,619.15	50,619.15	.00	50,619.15-
16-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
16-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
16-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
16-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
16-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
16-99-9999	PROFIT HANDLER	1,041.66	1,041.66	.00	1,041.66-
17-00-4065	BURN PERMITS	30.00	580.00	500.00	80.00-
17-00-4070	TABLE RENTAL REVENUE	.00	.00	.00	.00
17-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
17-00-4105	GRANTS	.00	.00	.00	.00
17-00-4155	GIFTS OR DONATIONS	.00	23,438.00	5,000.00	18,438.00-
17-00-4156	FIRE ENGINE 34 DONATIONS	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
17-00-4157	SANTA EXPRESS DONATIONS	.00	4,405.31	2,000.00	2,405.31-
17-00-4161	INTEREST	25.92	234.49	.00	234.49-
17-00-4162	INTEREST-NE CLASS	.00	.00	500.00	500.00
17-00-4165	INTEREST FIRE DONATION	.00	.00	.00	.00
17-00-4166	INTEREST	.35	11.60	.00	11.60-
17-00-4168	DIVIDENDS-NPAIT	165.68	1,971.02	.00	1,971.02-
17-00-5035	CLOTHING ALLOWANCE	.00	5,952.00	3,000.00	2,952.00-
17-00-5100	SUPPLIES	206.55	3,153.68	5,000.00	1,846.32
17-00-5101	FIRE OPERATION SUPPLIES	.00	.00	.00	.00
17-00-5104	ENGINE 34 EXPENSE	155.00	1,790.00	2,000.00	210.00
17-00-5106	SANTA EXPRESS EXPENSES	.00	7,364.46	.00	7,364.46-
17-00-5108	PRIZES	.00	.00	.00	.00
17-00-5150	OTHER MISC EXPENSES	.00	1,311.70	.00	1,311.70-
17-00-5175	CAPITAL EQUIPMENT	.00	.00	49,942.00	49,942.00
17-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
17-90-4018	TRANSFER FROM FIRE EQUIP	.00	.00	.00	.00
17-90-4038	TRANSFER FROM FIRE RAFFLE	.00	.00	.00	.00
17-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
17-90-5018	TRANSFERS TO FIRE EQUIPMENT	.00	.00	.00	.00
17-99-9999	PROFIT HANDLER	11,068.58	11,068.58	.00	11,068.58-
18-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
18-00-4091	COVID-19 Care funds	.00	.00	.00	.00
18-00-4105	GRANTS	.00	.00	.00	.00
18-00-4130	LOAN PROCEEDS	.00	.00	.00	.00
18-00-4135	REIMBURSEMENT	.00	.00	.00	.00
18-00-4150	FEH: FIRE SERVICE CALLS	.00	.00	2,000.00	2,000.00
18-00-4151	EMS: RESCUE SERVICE CALLS	9,430.28	121,464.05	80,000.00	41,464.05-
18-00-4160	RURAL FIRE DEPARTMENT	.00	.00	.00	.00
18-00-4161	INTEREST-MMA	925.87	9,714.08	500.00	9,214.08-
18-00-4162	INTEREST-NE CLASS	.00	.00	2,500.00	2,500.00
18-00-4165	INTEREST - FIRE EQUIPMENT	.00	.00	.00	.00
18-00-4166	INTEREST	2.22	54.71	.00	54.71-
18-00-4168	DIVIDENDS-NPAIT	421.69	5,017.45	.00	5,017.45-
18-00-5055	CONTRACT/SECURED SERVICES	.00	.00	.00	.00
18-00-5060	OTHER PROF/TECH SERVICE	.00	.00	.00	.00
18-00-5100	SUPPLIES	.00	2,758.00	.00	2,758.00-
18-00-5103	FD BUNKER GEAR	.00	6,254.00	.00	6,254.00-
18-00-5110	FURNITURE & EQUIPMENT	.00	1,899.00	.00	1,899.00-
18-00-5141	SERVICE FEES	.00	.00	.00	.00
18-00-5147	VEHICLE MAINT	.00	.00	.00	.00
18-00-5149	REFUNDS	.00	200.00	.00	200.00-
18-00-5175	CAPITAL EQUIPMENT	.00	5,096.14	589,163.00	584,066.86
18-00-5182	2025 AMBULANCE PRINCIPAL	.00	40,043.06	15,000.00	25,043.06-
18-00-5183	2025 AMBULANCE INTEREST	.00	14,930.96	40,000.00	25,069.04
18-00-5230	VOID!! USE STANDARD ACCTS	.00	.00	.00	.00
18-00-5231	FEH - FEES	.00	.00	500.00	500.00
18-00-5232	EMS - FEES	1,511.47	19,078.37	15,000.00	4,078.37-
18-90-4016	TRANSFER FROM FIRE	106,218.49	106,218.49	.00	106,218.49-
18-90-4029	TRANSFER FROM KENO	.00	.00	.00	.00
18-90-5016	TRANSFER TO FD OPERATIONS	.00	.00	.00	.00
18-90-5017	TRANSFER TO DONATIONS	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
18-99-9999	PROFIT HANDLER	152,209.25	152,209.25	.00	152,209.25-
19-00-4065	FEES & PERMITS	3,664.43	112,656.66	60,000.00	52,656.66-
19-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
19-00-4105	GRANTS	.00	.00	.00	.00
19-00-4106	DEVELOPER:STREET TREES	.00	.00	.00	.00
19-00-4161	INTEREST-MMA	1,163.80	13,498.06	1,000.00	12,498.06-
19-00-4200	PERMIT DEPOSITS	1,000.00	21,500.00	10,000.00	11,500.00-
19-00-4205	DEVELOPER CONTRIBUTIONS	.00	63,718.95	80,000.00	16,281.05
19-00-4405	INFRASTRUCTURE FEE	1,750.00	28,145.36	20,000.00	8,145.36-
19-00-5000	SALARIES - REGULAR	8,585.07	111,136.89	110,000.00	1,136.89-
19-00-5001	SALARIES - PART TIME	.00	.00	26,000.00	26,000.00
19-00-5002	SALARIES - OVERTIME	.00	.00	.00	.00
19-00-5009	SS/MED - CITY SHARE	653.04	8,263.71	10,500.00	2,236.29
19-00-5015	HEALTH INSURANCE	215.44	20,155.96	16,500.00	3,655.96-
19-00-5030	RETIREMENT	466.09	6,046.87	7,500.00	1,453.13
19-00-5035	CLOTHING	243.20	359.49	500.00	140.51
19-00-5040	CO TREASURER & OTHER FEES	.00	.00	.00	.00
19-00-5050	LEGAL SERVICES	.00	.00	.00	.00
19-00-5055	CONTRACT OR SECURED SERVI	.00	57.00	.00	57.00-
19-00-5060	OTHER PROF & TECH SERVICE	.00	8,386.13	25,000.00	16,613.87
19-00-5073	GAS & OIL	73.92	420.54	1,000.00	579.46
19-00-5085	POSTAGE	.00	122.86	.00	122.86-
19-00-5090	TELEPHONE	26.39	317.32	1,500.00	1,182.68
19-00-5095	ADVERTISING AND PRINTING	34.94	34.94	1,000.00	965.06
19-00-5100	SUPPLIES	.00	.00	1,000.00	1,000.00
19-00-5110	FURNITURE & EQUIPMENT	.00	.00	.00	.00
19-00-5120	SCHOOL, DUES & SEMINARS	.00	4,039.73	3,000.00	1,039.73-
19-00-5135	INSURANCE	.00	814.84	1,000.00	185.16
19-00-5140	TRAVEL & MILEAGE	.00	197.25	1,000.00	802.75
19-00-5145	REPAIR & MAINT SERVICES	.00	.00	.00	.00
19-00-5146	EQUIPMENT MAINT	.00	.00	.00	.00
19-00-5147	VEHICLE MAINT	.00	212.95	500.00	287.05
19-00-5150	OTHER MISC.OBJECTS	.00	.00	.00	.00
19-00-5151	OTHER-STREET TREES	.00	580.00	25,000.00	24,420.00
19-00-5201	DEPOSITS REFUNDED	755.00	20,883.26	30,000.00	9,116.74
19-00-5205	CONSULTANTS	.00	33,722.50	80,000.00	46,277.50
19-90-4010	TRANSFER FROM GENERAL	.00	125,000.00	125,000.00	.00
19-99-9999	PROFIT HANDLER	148,646.79	148,766.79	.00	148,766.79-
20-00-4050	SALES TAX	644.05	7,590.63	10,000.00	2,409.37
20-00-4071	CITY FINES	.00	.00	.00	.00
20-00-4090	OTHER LOCAL REV RECEIPTS	.00	408.73	.00	408.73-
20-00-4095	LABOR & MATERIALS SOLD - WATER	70.00	2,803.74	20,000.00	17,196.26
20-00-4105	GRANTS	.00	179,865.01	547,000.00	367,134.99
20-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
20-00-4130	SALE OF BONDS - WATER	.00	.00	1,300,000.00	1,300,000.00
20-00-4131	GO WATER BOND 2025 PROC	.00	.00	.00	.00
20-00-4161	INTEREST-MMA	5,160.40	57,431.49	10,000.00	47,431.49-
20-00-4165	INTEREST/WATER	.00	.00	.00	.00
20-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
20-00-4200	INSURANCE PROCEEDS	.00	.00	.00	.00
20-00-4220	SCRAP SALES	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 9/2026, FISCAL 12/2026

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-4300	UTILITY SERVICE CHARGE-WATER	89,863.41	1,055,464.62	675,000.00	380,464.62-
20-00-4305	SALE OF WATER	.00	1,274.26	.00	1,274.26-
20-00-4400	DEPOSITS RECEIVED	.00	.00	.00	.00
20-00-4405	INFRASTRUCTURE FEE	105.00	1,688.71	1,500.00	188.71-
20-00-5000	REGULAR SALARIES	16,049.04	202,050.76	213,000.00	10,949.24
20-00-5002	OVERTIME SALARIES	346.58	6,173.20	7,000.00	826.80
20-00-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
20-00-5009	SOCIAL SECURITY	1,252.28	15,753.21	16,500.00	746.79
20-00-5015	HEALTH INSURANCE	617.17	38,640.11	46,000.00	7,359.89
20-00-5019	WORKER'S COMP INSURANCE	.00	1,849.79	3,500.00	1,650.21
20-00-5030	RETIREMENT	671.56	8,435.43	12,000.00	3,564.57
20-00-5035	CLOTHING	266.96	719.41	500.00	219.41-
20-00-5050	LABORATORY SERVICES	.00	.00	.00	.00
20-00-5055	CONTRACTED OR SECURED SERVICES	.00	4,551.00	5,000.00	449.00
20-00-5056	GRANT EXPENDITURES	.00	.00	.00	.00
20-00-5060	OTHER PROF. & TECH SERVICE	.00	1,366.67	2,000.00	633.33
20-00-5061	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5065	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5070	ELECTRICITY	4,050.36	40,764.71	40,000.00	764.71-
20-00-5073	GAS AND OIL	211.20	2,078.81	3,000.00	921.19
20-00-5080	RENTALS OR LEASES	1,126.72	1,585.48	1,000.00	585.48-
20-00-5085	POSTAGE	164.33	2,113.11	3,500.00	1,386.89
20-00-5090	TELEPHONE	52.79	634.65	2,000.00	1,365.35
20-00-5095	ADVERTISING AND PRINTING	.00	898.47	2,000.00	1,101.53
20-00-5100	SUPPLIES	83.30	51,790.50	40,000.00	11,790.50-
20-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
20-00-5110	FURNITURE AND EQUIPMENT	.00	83,694.55	87,000.00	3,305.45
20-00-5120	SCHOOL, DUES AND SEMINARS	.00	2,001.50	2,000.00	1.50-
20-00-5125	SALES TAX-WATER	788.17	6,487.13	10,000.00	3,512.87
20-00-5135	PROPERTY INSURANCE	.00	21,000.20	24,000.00	2,999.80
20-00-5140	TRAVEL OR MILEAGE	.00	192.09	1,000.00	807.91
20-00-5141	SERVICE FEES	.00	800.00	800.00	.00
20-00-5144	REPAIR & MAIN. - BLDG	.00	.00	1,000.00	1,000.00
20-00-5145	REPAIR & MAINT. SERVICES	3,203.78	20,055.36	35,000.00	14,944.64
20-00-5146	EQUIPMENT MAINTENANCE	796.69	2,887.02	10,000.00	7,112.98
20-00-5147	VEHICLE MAINTENANCE	105.96	410.56	1,000.00	589.44
20-00-5150	OTHER MISC. OBJECTS	.00	1,000.00	.00	1,000.00-
20-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	6,000.00	206,266.70	1,972,000.00	1,765,733.30
20-00-5180	2021 NDEE PRINCIPAL PAYMENT	.00	.00	.00	.00
20-00-5181	NDEE INTEREST PAYMENT	.00	.00	.00	.00
20-00-5182	2021 GO WATER PRINCIPAL	.00	115,000.00	115,000.00	.00
20-00-5183	2021 GO WATER INTEREST	.00	14,821.25	14,821.00	.25-
20-00-5201	REFUNDS	.00	.00	.00	.00
20-00-5210	METER AND READOUT PURCHASE	3.56	19,175.73	60,000.00	40,824.27
20-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
20-00-5235	LABORATORY SERVICES	752.00	4,791.90	5,000.00	208.10
20-00-5304	BOND NOTES	.00	.00	.00	.00
20-00-5305	INTEREST EXPENSE	.00	.00	.00	.00
20-00-5382	2021 GO WTR REF PRINCIPAL	.00	.00	.00	.00
20-00-5383	2021 GO WTR REF INTEREST	.00	.00	.00	.00
20-00-5384	2025 GO WATER PRINCIPAL	.00	50,000.00	50,000.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-5385	2025 GO WATER INTEREST	.00	47,215.00	47,215.00	.00
20-00-5400	DEPOSITS REFUNDED	.00	.00	.00	.00
20-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
20-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
20-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
20-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
20-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
20-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
20-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
20-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
20-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
20-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
20-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
20-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
20-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
20-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
20-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
20-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
20-99-9999	PROFIT HANDLER	331,322.89	331,322.89	.00	331,322.89-
21-00-4050	SALES TAX	9,853.86	119,343.82	85,000.00	34,343.82-
21-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
21-00-4095	LABOR & MATERIALS SOLD - SEWER	.00	.00	.00	.00
21-00-4105	GRANTS	.00	.00	.00	.00
21-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
21-00-4130	SALE OF BONDS - SEWER	.00	.00	.00	.00
21-00-4161	INTEREST-MMA	9,012.70	107,969.31	20,000.00	87,969.31-
21-00-4163	INTEREST-CD'S HORIZON	276.45	77,884.27	20,000.00	57,884.27-
21-00-4164	INTEREST-CD'S FSB	.00	14,151.27	3,000.00	11,151.27-
21-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
21-00-4180	INTEREST INCOME	.00	.00	.00	.00
21-00-4220	SCRAP SALES	.00	.00	.00	.00
21-00-4300	UTILITY SERVICE CHARGE-SEWER	143,002.69	1,731,170.19	1,300,000.00	431,170.19-
21-00-4405	INFRASTRUCTURE FEE	140.00	2,251.63	.00	2,251.63-
21-00-5000	REGULAR SALARIES	18,996.21	196,999.32	213,000.00	16,000.68
21-00-5002	OVERTIME SALARIES	485.69	5,273.37	6,000.00	726.63
21-00-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
21-00-5009	SOCIAL SECURITY	1,479.38	15,353.96	16,500.00	1,146.04
21-00-5015	HEALTH INSURANCE	706.32	45,633.30	36,000.00	9,633.30-
21-00-5019	WORKER'S COMP INSURANCE	.00	806.33	1,500.00	693.67
21-00-5030	RETIREMENT	759.28	9,964.56	12,000.00	2,035.44
21-00-5035	CLOTHING	55.00	244.96	250.00	5.04
21-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
21-00-5050	LABORATORY SERVICES	864.79	7,973.46	6,500.00	1,473.46-
21-00-5060	OTHER PROF. & TECH SERVICE	2,650.00	24,901.66	67,000.00	42,098.34
21-00-5065	NATURAL GAS	.00	1,960.89	4,000.00	2,039.11
21-00-5070	ELECTRICITY	8,766.42	102,045.62	100,000.00	2,045.62-
21-00-5073	GAS AND OIL	308.78	1,339.54	6,000.00	4,660.46
21-00-5075	GARBAGE SERVICE	179.88	2,209.16	2,000.00	209.16-
21-00-5080	RENTALS OR LEASES	.00	2,334.39	1,000.00	1,334.39-
21-00-5085	POSTAGE	164.33	2,113.14	3,500.00	1,386.86
21-00-5090	TELEPHONE	187.69	2,200.78	4,000.00	1,799.22

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-5095	ADVERTISING AND PRINTING	.00	435.98	500.00	64.02
21-00-5100	SUPPLIES	698.34	20,259.75	28,000.00	7,740.25
21-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
21-00-5110	FURNITURE AND EQUIPMENT	205,670.15	309,684.40	803,600.00	493,915.60
21-00-5120	SCHOOL, DUES AND SEMINARS	300.00	1,556.50	1,500.00	56.50-
21-00-5125	SALES TAX-SEWER	11,017.68	118,615.01	105,000.00	13,615.01-
21-00-5135	PROPERTY INSURANCE	.00	21,982.56	24,000.00	2,017.44
21-00-5140	TRAVEL OR MILEAGE	.00	188.98	500.00	311.02
21-00-5141	SERVICE FEES	.00	800.00	800.00	.00
21-00-5145	REPAIR & MAINT. SEWER	1,239.87	18,532.01	25,000.00	6,467.99
21-00-5146	EQUIPMENT MAINTENANCE	400.99	63,074.89	30,000.00	33,074.89-
21-00-5147	VEHICLE MAINTENANCE	105.97	105.97	500.00	394.03
21-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
21-00-5151	ADJUSTMENTS	.00	.00	.00	.00
21-00-5152	REPAIR & MAIN - WWTP	.00	2,907.44	10,000.00	7,092.56
21-00-5175	CAPITOL IMPROVEMENTS-SEWER	.00	.00	2,085,000.00	2,085,000.00
21-00-5180	AMORTIZATION EXPENSE	.00	.00	.00	.00
21-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
21-00-5300	DISPOSITION OF EQUIPMENT	.00	.00	.00	.00
21-00-5301	BOND REFINANCE EXPENSES	.00	.00	.00	.00
21-00-5306	PRINCIPAL-2016 COM. UT.REV.REF	.00	.00	.00	.00
21-00-5307	INTEREST-2016 COM.UT.REV.REF.	.00	.00	.00	.00
21-00-5326	2021 CURRB PRINCIPAL	.00	310,000.00	310,000.00	.00
21-00-5327	2021 CURRB INTEREST	.00	16,845.00	16,845.00	.00
21-00-5333	2020 CURR PRINCIPAL	.00	210,000.00	210,000.00	.00
21-00-5334	2020 CURR INTEREST	.00	17,767.50	19,133.00	1,365.50
21-00-5337	PRIN: HOLD 2018 C.U.R. BOND	.00	.00	.00	.00
21-00-5338	INT: 2018 C.U.R. BAN	.00	.00	.00	.00
21-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
21-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
21-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
21-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
21-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
21-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
21-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
21-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
21-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
21-90-5011	TRANSFER TO GENERAL	.00	.00	.00	.00
21-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
21-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
21-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
21-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
21-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
21-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
21-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
21-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
21-99-9999	PROFIT HANDLER	518,151.35	518,660.06	.00	518,660.06-
22-00-4105	GRANTS	.00	.00	.00	.00
22-00-4130	CDBG GRANT PROCEEDS	.00	2,141.10	.00	2,141.10-
22-00-4180	INTEREST INCOME	.00	.00	.00	.00
22-00-4310	TIF REVENUE	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
22-00-5050	LEGAL SERVICES	.00	.00	.00	.00
22-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
22-00-5101	DRAW DOWNS	.00	2,141.10	.00	2,141.10-
22-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
22-00-5215	TIF NOTE PAYMENTSD	.00	.00	.00	.00
22-99-9999	PROFIT HANDLER	.00	.00	.00	.00
23-00-4000	COUNTY PROPERTY TAX	13,204.15	603,324.61	696,188.00	92,863.39
23-00-4005	COUNTY MOTOR VEHICLE FEE	.00	.00	.00	.00
23-00-4010	COUNTY MOTOR VEHICLE PRO RATE	.00	1,509.54	2,000.00	490.46
23-00-4015	PROPERTY TAX CREDIT	853.71-	66,733.64	.00	66,733.64-
23-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
23-00-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-00-4030	CO. CARLINE	8.45	40.83	.00	40.83-
23-00-4037	COUNTY SPECIAL ASSESSMENTS	.00	20,179.64	30,533.00	10,353.36
23-00-4040	COUNTY IN LIEU OF TAX	.00	2,417.97	4,076.00	1,658.03
23-00-4055	COUNTY HOMESTEAD EXEMPTION	.00	27,206.42	.00	27,206.42-
23-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
23-00-4130	COUNTY BOND PROCEEDS	.00	.00	.00	.00
23-00-4162	INTEREST-NE CLASS	.00	.00	.00	.00
23-00-4165	INT EARNED ON CO. BOND	.00	.00	.00	.00
23-00-4166	INT EARNED ON CO. DEBT FUND	.00	.00	.00	.00
23-00-4167	INTEREST FSB	43.62	575.14	.00	575.14-
23-00-4168	DIVIDENDS-NPAIT	1,362.19	15,277.29	.00	15,277.29-
23-00-4170	INT EARNED ON BOND NOTE	.00	.00	.00	.00
23-00-4415	AG LAND TAX CREDIT	.00	56.58	.00	56.58-
23-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
23-00-5141	SERVICE FEES	.00	1,600.00	2,000.00	400.00
23-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
23-00-5316	2007 IMPROVEMENTS	.00	.00	.00	.00
23-00-5325	PRINCIPAL-2016 GO REFG BONDS	.00	.00	.00	.00
23-00-5326	INTEREST-2016 REFG BONDS	.00	.00	.00	.00
23-00-5337	2016 GOVP BOND PRINCIPAL	.00	35,000.00	35,000.00	.00
23-00-5338	2016 GOVP INTEREST	.00	665.00	665.00	.00
23-00-5339	2020 HAFP BOND PRINCIPAL	.00	70,000.00	70,000.00	.00
23-00-5340	2020 HAFP BOND INTEREST	.00	2,050.00	2,050.00	.00
23-00-5345	CAPITAL OUTLAY-LAWSON PARK	.00	.00	.00	.00
23-00-5347	23-00-5348 PRINCIPAL	.00	140,000.00	140,000.00	.00
23-00-5348	2019 GOVP INTEREST	.00	35,615.00	35,615.00	.00
23-00-5349	2020 GOVP PRINCIPAL	.00	155,000.00	155,000.00	.00
23-00-5350	2020 GOVP BOND INTEREST	.00	22,942.50	22,943.00	.50
23-00-5353	NEW BOND - REFINANCING	.00	.00	.00	.00
23-00-5380	2021 GO SWR PRINCIPAL	.00	225,000.00	225,000.00	.00
23-00-5381	2021 GO SWR INTEREST	.00	9,917.50	9,918.00	.50
23-00-5400	2016 HWY ALLOC PRINCIPAL	.00	.00	.00	.00
23-00-5440	2016 HWY ALLOC INTEREST	.00	.00	.00	.00
23-00-5450	2016 BAN	.00	.00	.00	.00
23-00-5455	INTEREST - 2016 BAN	.00	.00	.00	.00
23-00-5460	2016B BAN INTEREST	.00	.00	.00	.00
23-00-5470	PRIN 2016 BAN	.00	.00	.00	.00
23-00-5480	2016 VARIOUS PURPOSE	.00	.00	.00	.00
23-00-5490	INTEREST - 2018 BAN	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-90-4010	TRANSER FROM GENERAL	.00	.00	.00	.00
23-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
23-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
23-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
23-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
23-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
23-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
23-90-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
23-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
23-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
23-90-4035	TRANSFER FROM TIF ADMIN W/H	.00	.00	.00	.00
23-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
23-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
23-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
23-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
23-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
23-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
23-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
23-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
23-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
23-99-9999	PROFIT HANDLER	39,531.66	39,531.66	.00	39,531.66-
24-00-4180	INTEREST INCOME	11.61	126.00	.00	126.00-
24-00-4310	TIF REVENUES	103.79-	247,297.33	250,000.00	2,702.67
24-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
24-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
24-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
24-00-5215	TIF NOTE PAYMENTS	.00	249,904.11	250,000.00	95.89
24-90-5025	TRANSFER TO TIF B	.00	.00	.00	.00
24-90-5033	TRANSFER TO TIF G	103.79	103.79	.00	103.79-
24-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
24-99-9999	PROFIT HANDLER	2,584.57-	2,584.57-	.00	2,584.57
25-00-4180	INTEREST INCOME	.04	34.64	.00	34.64-
25-00-4310	TIF REVENUES	288.53-	29,585.37	58,000.00	28,414.63
25-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
25-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
25-00-5215	TIF NOTE PAYMENTS	.00	30,010.02	58,000.00	27,989.98
25-90-4024	TRANSFER FROM TIF A	.00	.00	.00	.00
25-90-4033	TRANSFER FROM TIF G	.00	94.47	.00	94.47-
25-90-5033	TRANSFER TO TIF G	94.47	94.47	.00	94.47-
25-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
25-99-9999	PROFIT HANDLER	390.01-	390.01-	.00	390.01
26-00-4180	INTEREST INCOME	.00	.00	.00	.00
26-00-4310	TIF REVENUE	.00	.00	.00	.00
26-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
26-00-5215	TIF NOTE PAYMENT	.00	.00	.00	.00
26-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
26-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
26-99-9999	PROFIT HANDLER	.00	.00	.00	.00
27-00-4180	INTEREST INCOME	.00	.00	.00	.00
27-00-4310	TIF REVENUE	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
27-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
27-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
27-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
27-90-5035	TRANSFER TO TIF ADMIN	.00	.00	.00	.00
27-99-9999	PROFIT HANDLER	.00	.00	.00	.00
28-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
28-00-4105	GRANTS	.00	.00	.00	.00
28-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
28-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
28-00-4161	INTEREST-MMA	64.22	954.73	.00	954.73-
28-00-4162	INTEREST-NE CLASS	.00	.00	.00	.00
28-00-4164	INTEREST-CD'S FSB	.00	2,428.01	500.00	1,928.01-
28-00-4167	INTEREST FSB	.00	.00	.00	.00
28-00-4168	INTEREST-NPAIT	81.30	886.60	.00	886.60-
28-00-4180	INTEREST/CEMETERY FUNDS	11.01	126.41	.00	126.41-
28-00-4185	CEMETERY RECEIPTS	2,000.00	23,450.00	5,000.00	18,450.00-
28-00-5000	REGULAR SALARIES	1,115.11	14,191.94	50,000.00	35,808.06
28-00-5002	OVERTIME SALARY	.00	.00	.00	.00
28-00-5006	SUB AND TEMP SALARIES	.00	.00	.00	.00
28-00-5009	SOCIAL SECURITY	83.91	1,072.27	3,500.00	2,427.73
28-00-5015	HEALTH INSURANCE	55.43	6,116.44	11,000.00	4,883.56
28-00-5030	RETIREMENT	56.73	744.74	2,500.00	1,755.26
28-00-5050	LEGAL SERVICES	.00	.00	.00	.00
28-00-5070	ELECTRICTY	44.87	514.16	500.00	14.16-
28-00-5073	GAS AND OIL	33.78	174.32	1,000.00	825.68
28-00-5080	RENTALS & LEASES	216.35	216.35	500.00	283.65
28-00-5100	SUPPLIES	419.44	2,199.47	2,000.00	199.47-
28-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
28-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
28-00-5135	PROPERTY INSURANCE	.00	930.50	1,000.00	69.50
28-00-5141	SERVICE FEES	.00	.00	.00	.00
28-00-5145	REPAIR AND MAINTENANCE	.00	136.50	3,000.00	2,863.50
28-00-5146	EQUIPMENT MAINTENANCE	645.12	735.89	500.00	235.89-
28-00-5150	OTHER MISC OBJECTS	.00	.00	.00	.00
28-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	.00	.00
28-90-4010	TRANSFER FROM GENERAL	.00	41,000.00	41,000.00	.00
28-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
28-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
28-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
28-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
28-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
28-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
28-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
28-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
28-90-4028	TRANSFER IN - CEMETERY	.00	.00	.00	.00
28-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
28-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
28-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
28-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
28-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
28-90-5020	TRANSFER TO WATER	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
28-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
28-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
28-90-5028	TRANSFER OUT - CEMETERY	.00	.00	.00	.00
28-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
28-99-9999	PROFIT HANDLER	41,813.17	41,813.17	.00	41,813.17-
29-00-4090	OTHER LOCAL REV RECEIPTS	7.05	11,679.85	.00	11,679.85-
29-00-4130	Bond Proceeds	.00	.00	.00	.00
29-00-4161	INTEREST	28.92	1,493.53	.00	1,493.53-
29-00-4162	INTEREST-NE CLASS	.00	.00	3,000.00	3,000.00
29-00-4165	INTEREST CD PINNACLE	.00	.00	.00	.00
29-00-4166	INTEREST	57.84	830.86	.00	830.86-
29-00-4167	INTEREST FSB	134.09	1,614.22	500.00	1,114.22-
29-00-4168	DIVIDENDS-NPAIT	1,483.07	16,801.68	.00	16,801.68-
29-00-4193	KENO OPERATING RECEIPTS	109,404.38	968,687.93	700,000.00	268,687.93-
29-00-4195	KENO - CITY COMMISIONS	408.85	181,483.52	125,000.00	56,483.52-
29-00-4200	MISC INCOME	.00	.00	5,000.00	5,000.00
29-00-5010	Transfers to General	.00	.00	.00	.00
29-00-5040	CO TREASURER & OTHER FEES	.00	.00	.00	.00
29-00-5050	ATTORNEY FEES	.00	.00	.00	.00
29-00-5060	AUDIT FEES	.00	19,745.00	12,000.00	7,745.00-
29-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
29-00-5115	LICENSE FEES	.00	100.00	100.00	.00
29-00-5141	SERVICE FEES	500.00	1,000.00	1,000.00	.00
29-00-5150	OTHER MISC	1.00	21.00	.00	21.00-
29-00-5175	CAPITAL OUTLAY	.00	.00	.00	.00
29-00-5195	STATE TAX	.00	47,111.35	55,000.00	7,888.65
29-00-5200	KENO EXPENSES-OPERATING ACCT	122,845.98	939,616.14	850,000.00	89,616.14-
29-00-5205	PRIZE FUND	.00	.00	75,000.00	75,000.00
29-00-5333	2020 COP PRINCIPAL PAYMNT	90,000.00	90,000.00	90,000.00	.00
29-00-5334	2020 COP INTEREST PAYMNT	2,891.25	5,782.50	5,783.00	.50
29-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
29-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
29-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
29-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
29-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
29-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
29-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
29-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
29-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
29-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
29-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
29-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
29-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
29-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
29-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
29-90-5018	TRANSFER TO FIRE EQUIPMENT	.00	.00	.00	.00
29-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
29-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
29-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
29-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
29-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
29-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
29-99-9999	PROFIT HANDLER	79,215.60	79,215.60	.00	79,215.60-
30-00-4130	TIF NOTE PROCEEDS	.00	.00	.00	.00
30-00-4180	INTEREST INCOME	.00	.00	.00	.00
30-00-4310	TIF REVENUE	49.91-	49.91-	.00	49.91
30-00-5040	COUNTY TREASURER & OTHER FEES	.00	.00	.00	.00
30-00-5050	LEGAL SERVICES	.00	.00	.00	.00
30-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
30-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
30-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
30-90-4035	TRANSFER FROM TIF ADMIN	.00	.00	.00	.00
30-90-5010	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
30-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
30-90-5035	TRANSFER TO TIF ADMIN	.00	.00	.00	.00
30-99-9999	PROFIT HANDLER	49.91-	49.91-	.00	49.91
31-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
31-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
31-99-9999	PROFIT HANDLER	.00	.00	.00	.00
32-00-4130	TIF F NOTE PROCEEDS	.00	.00	.00	.00
32-00-4180	INTEREST INCOME	.00	.00	.00	.00
32-00-4310	TIF F REVENUE	71.77-	71.77-	.00	71.77
32-00-5012	TRANSFER TO STREETS	.00	.00	.00	.00
32-00-5050	LEGAL SERVICES	.00	.00	.00	.00
32-00-5100	TIF F NOTE DISBURSEMENT	.00	.00	.00	.00
32-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
32-00-5215	TIF F NOTE PAYMENTS	.00	.00	.00	.00
32-90-5035	TRANSFER TO TIF ADMIN	.00	.00	.00	.00
32-99-9999	PROFIT HANDLER	71.77-	71.77-	.00	71.77
33-00-4090	OTHER LOCAL REV RECEIPTS	.00	.15	.00	.15-
33-00-4130	TIF G NOTE PROCEEDS	.00	.00	.00	.00
33-00-4162	INTEREST-NE CLASS	.00	.00	15,000.00	15,000.00
33-00-4168	DIVIDENDS-NPAIT	6.13	30,461.88	.00	30,461.88-
33-00-4180	INTEREST INCOME- TIF G	5,070.77	27,403.37	.00	27,403.37-
33-00-4310	TIF G REVENUE	9,438.74	332,592.26	295,000.00	37,592.26-
33-00-5050	LEGAL SERVICES-TIF G	.00	3,696.00	.00	3,696.00-
33-00-5060	OTHER PROF & TECH SERVICE	.00	850.00	.00	850.00-
33-00-5100	TIF G NOTE DISBURSEMENT	.00	.00	.00	.00
33-00-5102	OPERATION SUPPLIES- TIF G	.00	.00	.00	.00
33-00-5141	SERVICE FEES	.00	.00	.00	.00
33-00-5175	CAPITAL IMPROVEMENTS	.00	47,578.91	1,476,078.00	1,428,499.09
33-00-5215	TIF G NOTE PAYMENTS	.00	11,000.00	11,000.00	.00
33-00-5343	PRINCIPAL-TIF G	.00	.00	.00	.00
33-00-5344	INTEREST-TIF G	.00	.00	.00	.00
33-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
33-90-4024	TRANSFER FROM TIF H	103.79	103.79	.00	103.79-
33-90-4025	TRANSFER FROM TIF I	94.47	94.47	.00	94.47-
33-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
33-90-4035	TRANSEER FROM TIF ADMIN	.00	681.19	.00	681.19-
33-90-4036	TRANSFER FROM TIF K	79.19	79.19	.00	79.19-
33-90-5023	TRANSFER OUT	.00	.00	.00	.00
33-90-5025	TRANSFER TO TIF I TSC RETAIL	.00	94.47	.00	94.47-

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
33-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
33-90-5034	TRANSFER TO TIF J	.00	25.68	.00	25.68-
33-90-5035	TRANSFER TO TIF ADMIN	.00	681.19	.00	681.19-
33-90-5036	TRANSFER TO TIF K WOODSTO	.00	79.19	.00	79.19-
33-99-9999	PROFIT HANDLER-TIF G	327,410.86	327,410.86	.00	327,410.86-
34-00-4130	TIF J NOTE PROCEEDS	.00	.00	12,000.00	12,000.00
34-00-4180	INTEREST INCOME - TIF J	.00	.74	.00	.74-
34-00-4310	TIF J REVENUE	16.98-	8,666.95	.00	8,666.95-
34-00-5050	LEGAL SERVICES - TIF J	.00	.00	.00	.00
34-00-5100	TIF J - NOTE DISBURSEMENT	.00	.00	.00	.00
34-00-5102	OPERATIONAL SUPPLIES - TIF J	.00	.00	.00	.00
34-00-5215	TIF J NOTE PAYMENTS	.00	8,710.11	12,000.00	3,289.89
34-00-5343	PRINCIPAL - TIF J	.00	.00	.00	.00
34-00-5344	INTEREST - TIF J	.00	.00	.00	.00
34-90-4033	TRANSFER FROM TIF G	.00	25.68	.00	25.68-
34-90-5023	TRANSFER OUT	.00	.00	.00	.00
34-99-9999	PROFIT HANDLER - TIF J	16.74-	16.74-	.00	16.74
35-00-4162	INTEREST-NE CLASS	.00	.00	1,000.00	1,000.00
35-00-4168	DIVIDENDS-NPAIT	275.76	3,420.96	.00	3,420.96-
35-00-4180	INTEREST INCOME ADMIN W/H	.46	7.56	.00	7.56-
35-00-4310	ADMIN W/H REVENUE	.00	.00	.00	.00
35-00-4400	TRANSFERS IN	.00	.00	.00	.00
35-00-5050	LEGAL SERVICES-ADMIN W/H FUNDS	.00	11,641.00	5,000.00	6,641.00-
35-00-5060	OTHER PROF & TECH SERVICE	.00	5,050.00	.00	5,050.00-
35-00-5141	SERVICE FEES	.00	21.25	.00	21.25-
35-00-5175	CAPITAL IMPROVEMENTS	.00	25,250.00	124,367.00	99,117.00
35-14-4168	INTEREST-NPAIT	.00	.00	.00	.00
35-90-4023	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4026	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4027	TRANSFER FROM TIF D	.00	.00	.00	.00
35-90-4030	TRANSFER FROM TIF E	.00	.00	.00	.00
35-90-4032	TRANSFR FROM TIF F	.00	.00	.00	.00
35-90-4033	TRANSFER FROM TIF G	.00	681.19	.00	681.19-
35-90-4047	TRANSFER FROM TIF M	41,941.00	41,941.00	.00	41,941.00-
35-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
35-90-5026	TRANS TO TIF C MBA POULTRY	.00	.00	.00	.00
35-90-5027	TRANSFER TO TIF D MBA POULTRY	.00	.00	.00	.00
35-90-5030	TRANSFER TO TIF E WATTS ELEC	.00	.00	.00	.00
35-90-5033	TRANSFER TO TIF G	.00	681.19	.00	681.19-
35-99-9999	PROFIT HANDLER-ADMIN FUNDS	3,407.27	3,407.27	.00	3,407.27-
36-00-4180	INTEREST EARNED	.12	5.20	.00	5.20-
36-00-4310	TIF REVENUE	9,774.79	43,006.22	42,000.00	1,006.22-
36-00-5215	TIF K Note Payments	.00	43,444.90	42,000.00	1,444.90-
36-90-4033	TRANSFER FROM TIF G	.00	79.19	.00	79.19-
36-90-5033	TRANSFER TO TIF G	79.19	79.19	.00	79.19-
36-99-9999	PROFIT HANDLER	433.48-	433.48-	.00	433.48
37-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
37-00-4130	BOND PROCEEDS	.00	.00	.00	.00
37-00-4180	INTERST INCOME	.38	1.96	.00	1.96-
37-00-4310	TIF REVENUES	43.08-	20,398.96	21,000.00	601.04
37-00-5100	NOTE DISBURSEMENTS	.00	.00	21,000.00	21,000.00

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
37-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
37-00-5215	TIF NOTE PAYABLE	.00	20,559.22	.00	20,559.22-
37-00-5343	PRINCIPAL	.00	.00	.00	.00
37-00-5344	INTEREST	.00	.00	.00	.00
37-99-9999	PROFIT HANDLER	158.30-	158.30-	.00	158.30
38-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
38-00-4155	GIFT OR DONATIONS	.00	100.00	.00	100.00-
38-00-4166	INTEREST	2.39	30.51	.00	30.51-
38-00-4195	LOTTERY RECEIPTS	.00	7,606.26	6,000.00	1,606.26-
38-00-5115	LICENSE FEE	.00	.00	.00	.00
38-00-5141	SERVICE FEES	.00	.00	.00	.00
38-00-5149	REFUNDS	.00	.00	.00	.00
38-00-5195	STATE TAX	.00	.00	.00	.00
38-00-5240	RAFFLE PRIZES	.00	.00	3,000.00	3,000.00
38-90-5017	TRANSFER TO FIRE DONATION	.00	.00	.00	.00
38-99-9999	PROFIT HANDLER	7,736.77	7,736.77	.00	7,736.77-
47-00-4090	OTHER LOCAL REV RECEIPTS	.00	15,932.44	.00	15,932.44-
47-00-4130	LOAN PROCEEDS	.00	109,186.00	.00	109,186.00-
47-00-4180	INTEREST INCOME	506.91	2,177.44	.00	2,177.44-
47-00-4310	TIF REVENUES	1,635.93	251,318.55	200,000.00	51,318.55-
47-00-5050	LEGAL SERVICES	.00	.00	.00	.00
47-00-5060	OTHER PROF & TECH SERVICE	.00	3,375.00	.00	3,375.00-
47-00-5100	TIF NOTE DISPURSEMENT	.00	.00	.00	.00
47-00-5175	CAPITAL IMPROVEMENTS	.00	109,186.12	.00	109,186.12-
47-00-5215	TIF NOTE PAYABLE	.00	.00	200,000.00	200,000.00
47-00-5386	TI REV NOTE 4910 PRINCIPAL	.00	31,055.00	.00	31,055.00-
47-00-5387	TI REV NOTE 4910 INTEREST	.00	39,945.00	.00	39,945.00-
47-00-5388	TI REV NOTE 4812 PRINCIPAL	.00	3,791.20	.00	3,791.20-
47-00-5389	TI REV NOTE 4812 INTEREST	.00	3,848.80	.00	3,848.80-
47-90-5035	TRANSFER TO TIF ADMIN	41,941.00	41,941.00	.00	41,941.00-
47-99-9999	PROFIT HANDLER	145,472.35	145,472.31	.00	145,472.31-
48-00-4090	OTHER LOCAL REV RECEIPTS	.00	25.00	.00	25.00-
48-00-4130	BOND PROCEEDS	.00	3,135,000.00	.00	3,135,000.00-
48-00-4161	INTEREST	5,206.17	33,699.86	.00	33,699.86-
48-00-5141	SERVICE FEES	.00	47,327.50	.00	47,327.50-
48-00-5175	CAPITAL IMPROVEMENTS	25,452.00	25,452.00	.00	25,452.00-
48-00-5390	2026 PUB SAFETY PRINCIPAL	.00	.00	.00	.00
48-00-5391	2026 PUB SAFETY INTEREST	.00	21,547.50	.00	21,547.50-
48-90-5016	TRANSFER TO FIRE/RESCUE	.00	247,405.00	.00	247,405.00-
48-99-9999	PROFIT HANDLER	2,826,992.86	2,826,992.86	.00	2,826,992.86-
		==========	==========	==========	==========
	DIFFERENCE	4,530,009.38-	.00	8,488,258.00-	8,488,258.00-
		==========	==========	==========	==========
		==========	==========	==========	==========
	PROOF	4,530,009.38-	.00	8,488,258.00-	8,488,258.00-
		==========	==========	==========	==========

TREASURER'S REPORT

CALENDAR 9/2026, FISCAL 12/2026

ACCT	TITLE	LAST REPORT ON HAND	DISBURSED	RECEIVED	CHANGE IN LIABILITY	BALANCE
10	GENERAL	1,600,803.01	102,139.50	49,444.38	1,585.55-	1,546,522.34
11	CITY SALES TAX	4,437,310.17	5,400.00	76,947.39	.00	4,508,857.56
12	STREET	1,091,516.32	136,874.78	54,033.21	1,900.37-	1,006,774.38
13	POOL	731,439.07	18,772.53	38,571.28	892.28-	750,345.54
14	PARK	240,148.99	44,713.27	6,584.74	2,783.91-	199,236.55
15	ARPA	.00	.00	.00	.00	.00
16	FIRE DEPARTMENT	106,105.47	120,617.05	14,511.58	.00	.00
17	FIRE DONATION	68,062.61	361.55	221.95	1,202.00-	66,721.01
18	FIRE EQUIPMENT	507,353.52	1,511.47	116,998.55	54,974.02-	567,866.58
19	BUILDING & ZONING	474,696.07	11,053.09	7,578.23	1,105.08-	470,116.13
20	WATER	2,031,830.85	36,542.45	95,842.86	1,730.32-	2,089,400.94
21	SEWER	6,421,258.50	255,036.77	162,285.70	2,464.44-	6,326,042.99
22	CDBG FUND	.00	.00	.00	.00	.00
23	DEBT SERVICE	470,898.34	.00	13,764.70	.00	484,663.04
24	TIF H: TSC DISTR CENTE	94,200.76	103.79	92.18-	.00	94,004.79
25	TIF I: TSC RETAIL STOR	27.44	94.47	288.49-	.00	355.52-
26	TIF C: MBA POULTRY A	.00	.00	.00	.00	.00
27	TIF D: MBA POULTRY B	.00	.00	.00	.00	.00
28	CEMETERY	148,498.19	2,670.74	2,156.53	284.53-	147,699.45
29	LOTTERY	737,620.08	216,238.23	111,524.20	.00	632,906.05
30	TIF E: WATTS ELECTRIC	.00	.00	49.91-	.00	49.91-
31	PAYROLL	.00	.00	.00	.00	.00
32	TIF F: KAMTERTER	.00	.00	71.77-	.00	71.77-
33	TIF G; BUCKET B AREA	1,837,822.04	.00	14,793.09	.00	1,852,615.13
34	TIF J: VACEK ENTERPRIS	.52	.00	16.98-	.00	16.46-
35	TIF ADMIN W/H FUNDS	90,255.29	.00	42,217.22	.00	132,472.51
36	TIF K: WOODSTOCK LLC	1.87	79.19	9,774.91	.00	9,697.59
37	TIF L NW ELECTRIC	9,267.48	.00	42.70-	.00	9,224.78
38	FIRE/RESCUE LOTTERY/RA	19,376.16	.00	2.39	.00	19,378.55
47	TIF NOTE M WEST AREA W	185,270.47	41,941.00	2,142.84	.00	145,472.31
48	FIRE STATION CONSTRUCT	2,847,238.69	25,452.00	5,206.17	.00	2,826,992.86
	Report Total	24,151,001.91	1,019,601.88	824,039.89	68,922.50-	23,886,517.42

TRIAL BALANCE

CALENDAR 9/2026, FISCAL 12/2026

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
10-00-1000	CASH IN BANK - GENERAL	58,031.39-	21,211.81
10-00-1007	CASH IN BANK - MMA	3,733.38	1,475,338.31
10-00-1010	CASH AT COUNTY TREASURER	.00	19,825.78
10-00-1047	CASH IN BANK-POINT C	17.34	30,146.44
11-00-1000	CASH IN BANK - CITY SALES TAX	.01-	.00
11-00-1007	CASH IN BANK - MMA	71,547.40	1,626,329.26
11-00-1035	HORIZON CD# 113	.00	2,027,799.90
11-00-1036	HORIZON CD# 152	.00	854,728.40
12-00-1000	CASH IN BANK - STREET	225.63-	25,281.31
12-00-1007	CASH IN BANK - MMA	84,516.31-	981,493.07
12-00-1047	CASH IN BANK-POINT C	.00	.00
13-00-1000	CASH IN BANK - POOL	21.48	25,525.95
13-00-1007	CASH IN BANK - MMA	18,584.84	626,285.25
13-00-1016	CASH IN BANK-NE CLASS	.00	.00
13-00-1030	CASH IN BANK-AQUATIC CENTER	.00	.00
13-00-1046	NPAIT	300.15	98,533.77
13-00-1047	CASH IN BANK-POINT C	.00	.57
14-00-1000	CASH IN BANK - PARK	16,517.18-	7,660.96
14-00-1002	PARK & REC FUND	.00	.00
14-00-1003	PARK & REC SCHOLARSHIP ACCT	.15	1,225.29
14-00-1007	CASH IN BANK - MMA	.00	.00
14-00-1016	CASH IN BANK-NE CLASS	.00	.00
14-00-1046	NPAIT	24,395.41-	190,348.01
14-00-1047	CASH IN BANK-POINT C	.00	2.29
15-00-1000	CASH IN BANK - ARPA	.00	.00
15-00-1007	CASH IN BANK - MMA	.00	.00
16-00-1000	CASH IN BANK - FIRE DEPT.	50,506.13-	.00
16-00-1007	CASH IN BANK - MMA	55,599.34-	.00
17-00-1000	CASH IN BANK - BURN PERMIT CC	.00	.00
17-00-1007	CASH IN BANK - MMA	25.92	10,234.49
17-00-1012	CASH IN BANK-FIRE DONATION	1,533.20-	2,096.97
17-00-1016	CASH IN BANK - NE CLASS	.00	.00
17-00-1046	NPAIT	165.68	54,389.55
18-00-1000	CASH IN BANK - FIRE EQUIP FUND	.00	.00
18-00-1001	CASH IN BANK-FIREEQUIP HORIZON	28,566.16	63,536.50
18-00-1007	CASH IN BANK - MMA	31,525.21	365,881.80
18-00-1016	CASH IN BANK - NE CLASS	.00	.00
18-00-1030	CD# 19609 FIRE EQUIP	.00	.00
18-00-1046	NPAIT	421.69	138,448.28
19-00-1000	CASH IN BANK-BUILDING & ZONING	5,743.74-	10,212.67
19-00-1007	CASH IN BANK - MMA	1,163.80	459,903.46
19-00-1047	CASH IN BANK-POINT C	.00	.00
20-00-1000	CASH IN BANK - WATER	7,009.31-	50,134.19
20-00-1007	CASH IN BANK - MMA	64,579.40	2,039,266.75
20-00-1047	CASH IN BANK-POINT C	.00	.00
21-00-1000	CASH IN BANK - SEWER	22.46	57,711.08
21-00-1004	2010 BOND RESERVE	.00	.00
21-00-1007	CASH IN BANK - MMA	95,514.42-	3,561,609.21
21-00-1009	2012 BOND RESERVE	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
21-00-1030	HORIZON CD# 115	276.45	32,021.83
21-00-1031	FSB CD# 7839	.00	403,162.10
21-00-1033	HORIZON CD# 643	.00	552,529.56
21-00-1034	HORIZON CD# 112	.00	579,371.39
21-00-1037	HORIZON CD# 153	.00	1,139,637.82
21-00-1047	CASH IN BANK-POINT C	.00	.00
22-00-1000	CASH IN BANK- CBDG FUNDS	.00	.00
23-00-1000	CASH IN BANK - COUNTY BOND	.00	.00
23-00-1003	CASH IN BANK-COUNTY BOND MM	12,402.51	32,615.47
23-00-1008	COP TRUST RESERVE	.00	.00
23-00-1010	CASH AT COUNTY TREASURER	.00	4,744.06
23-00-1016	CASH IN BANK - NE CLASS	.00	.00
23-00-1046	NPAIT	1,362.19	447,303.51
24-00-1000	CASH IN BANK - TIF H	.00	.00
24-00-1017	CASH IN BANK-NOTE H TSC DISTR	195.97-	94,004.79
25-00-1000	CASH IN BANK- TIF I	.00	.00
25-00-1018	CASH IN BANK-NOTE I TSC RETAIL	382.96-	355.52-
26-00-1000	CASH IN BANK - TIF C	.00	.00
26-00-1010	CASH AT COUNTY TREASURER	.00	.00
26-00-1019	CASH IN BANK-NOTE C MBA POUL A	.00	.00
27-00-1000	CASH IN BANK - TIF D	.00	.00
27-00-1010	CASH AT COUNTY TREASURER	.00	.00
27-00-1020	CASH IN BANK-NOTE D MBA POUL B	.00	.00
28-00-1000	CASH IN BANK - CEMETERY	6,455.27-	4,243.91
28-00-1007	CASH IN BANK - MMA	4,935.78-	25,378.96
28-00-1011	CASH IN BANK-ROSEHILL MMA	10,511.01	16,924.73
28-00-1016	CEMETERY PERPETUAL-NE CLASS	.00	.00
28-00-1031	FSB CD# 3133	.00	74,546.19
28-00-1046	NPAIT	81.30	26,605.66
28-00-1047	CASH IN BANK-POINT C	.00	.00
29-00-1000	CASH IN BANK - KENO	.00	.00
29-00-1005	CASH IN BANK-LOTTERY PRIZE MMA	134.09	82,529.76
29-00-1006	CERTIFICATE OF DEPOSIT	.00	.00
29-00-1007	CASH IN BANK - MMA	54,971.08-	11,433.68
29-00-1013	CASH IN BANK-KENO OPERAT ACCT	13,428.31-	44,481.21
29-00-1014	CASH IN BANK-FIXED KENO ACCT	37,931.80-	7,566.29
29-00-1016	CASH IN BANK - NE CLASS	.00	.00
29-00-1030	CD #0065 KENO PINNACLE	.00	.00
29-00-1046	NPAIT	1,483.07	486,895.11
30-00-1000	CASH IN BANK - TIF E	.00	.00
30-00-1021	CASH IN BANK-NOTE E WATTS ELEC	49.91-	49.91-
31-00-1000	CASH IN BANK - PAYROLL	.00	.00
32-00-1000	CASH IN BANK - TIF F	.00	.00
32-00-1022	CASH IN BANK-NOTE F KAMKERTER	71.77-	71.77-
33-00-1000	CASH IN BANK - TIF G	.00	.00
33-00-1010	CASH AT COUNTY TREASURER	.00	3,407.50
33-00-1016	CASH IN BANK - NE CLASS	.00	.00
33-00-1023	CASH-TIF NOTE G DOWNTOWN AREA	14,683.17	1,847,085.25
33-00-1046	NPAIT-TIF G DOWNTOWN AREA WIDE	109.92	2,122.38

TRIAL BALANCE

CALENDAR 9/2026, FISCAL 12/2026

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
34-00-1000	CASH IN BANK - TIF J	.00	.00
34-00-1010	CASH AT COUNTY TREASURER-TIF J	.00	.00
34-00-1024	CASH IN BANK-NOTE J VASEK ENT	16.98-	16.46-
35-00-1000	CASH ACCOUNT - ADMIN W/H	.00	.00
35-00-1016	CASH IN BANK - NE CLASS	.00	.00
35-00-1025	CASH IN BANK-ADMIN W/H FUNDS	41,941.46	41,942.08
35-00-1046	NPAIT	275.76	90,530.43
36-00-1026	CASH IN BANK-TIF K WOODSTOCK	9,695.72	9,697.59
37-00-1028	CASH IN BANK-NOTE L NW ELECTR	42.70-	9,224.78
38-00-1045	FIRE/RESCUE/LOTTERY/RAFFLE	2.39	19,378.55
47-00-1047	INACTIVE	.00	.00
47-00-1048	PINNACLE BANK-TIF M AREA WIDE	39,798.16-	145,472.31
48-00-1049	FIRE STATION CONST CASH	20,245.83-	2,826,992.86
		==========	==========
	PROOF	264,484.49-	23,886,517.42
		==========	==========

ORDINANCE 26-09

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE VII, CHAPTER 71 OF THE WAVERLY MUNICIPAL CODE TO PROVIDE FOR THE DEFINITION OF MOTORCYCLE, GO CART, MINIBIKE AND BICYCLE AND REGULATION OF SAME; REGULATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND ELECTRIC MOTORCYCLES; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE IN CONFLICT HEREWITH AND TO PROVIDE FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA, AS FOLLOWS:

SECTION 1. That Section 71.70 contained within Chapter 71 of the Waverly Municipal Code be amended to read as follows:

BICYCLES, MOTORCYCLES, MINIBIKES, ELECTRIC BICYCLES (E-BIKES), ELECTRIC SCOOTERS (E-SCOOTERS), AND ELECTRIC MOTORCYCLES, ALL-TERRAIN VEHICLES AND UTILITY-TYPE VEHICLES

§ 71.70 MOTORCYCLES, MINIBIKES, AND BICYCLES; PROHIBITED ON SIDEWALKS.

(A) For purposes of this section:

1. "Motorcycle" shall mean every motor vehicle having a seat or saddle for the use of the operator and designed to travel on not more than three wheels in contact with the ground, but excluding a bicycle, minibike Class I, II, or III electric bicycle, electric scooter, or electric motorcycle.

2. "Minibike" shall mean a two-wheel motor vehicle that has a total wheel and tire diameter of less than fourteen inches, an engine-rated capacity of less than forty-five cubic centimeters displacement, an engine power output of less than three horsepower, an engine-rated capacity of less than two thousand two hundred thirty-eight watts, or was primarily designed by the manufacturer for off-the-road use only. Minibike shall not include an electric personal assistive mobility device.

3. "Bicycle" shall mean a device propelled solely by human power, upon which any person may ride, and having two or three wheels, at least one of which is more than fourteen inches in diameter.

(B) It shall be unlawful for any person or persons to ride a motorcycle, minibike, or bicycle on public sidewalks within the City; Provided, that children under the age of twelve (12) may ride a bicycle on the public sidewalks.

(C) Motorcycles, minibikes and bicycles operated on any street within the City shall be subject to all traffic laws pertaining to motorized vehicles. *(Amended by Ord. 02-02, 2/4/02)* Penalty, see §10.99

~~(C)~~(D) It shall be unlawful for any person to ride, use or operate bicycle from one half hour after sunset and one half hour before sunrise without a headlight, visible under normal conditions, from the front thereof for not less than five hundred feet indicating the approach or presence of the device, and a red reflector on the rear which shall be visible on a clear night from all distances between one hundred feet and six hundred feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle.

SECTION 2. That Section 71.71 contained within Chapter 71 of the Waverly Municipal Code be amended to read as follows, and all sections following newly enacted Section 71.71 are hereby renumbered sequentially as necessary. Such renumbering is administrative only and shall not affect the validity, meaning, operation, or continued effectiveness of any provision so renumbered.

§ 71.71 ELECTRIC BICYCLES (E-BIKES), ELECTRIC SCOOTERS (E-SCOOTERS), AND ELECTRIC MOTORCYCLES

(A) For purposes of this section:

(1) "Class I Electric Bicycle" means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist only, (d) an electric motor not exceeding 750 watts, and (e) a maximum speed of 20 miles per hour.

(2) "Class II Electric Bicycle" with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist and capable of providing power whether or not the rider is pedaling, (d) an electric motor not exceeding 750 watts, (e) a maximum design speed of 20 miles per hour, and (f) does not provide power if the electric bicycle is traveling at a speed of more than 20 miles per hour.

(3) "Class III Electric Bicycle" means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist and only provides power when the rider is pedaling, (d) an electric motor not exceeding 750 watts, and (e) a maximum speed of 28 miles per hour, and (f) does not provide power if the electric bicycle is traveling at a speed of more than 28 miles per hour.

(4) "Electric Scooter" means a stand-up device with (a) two wheels, (b) handlebars, (c) a floorboard designed to transport one rider, (d) a maximum speed of 15 miles per hour, powered by (e) a rechargeable electric motor less than 750 watts, and propelled with (f) a combination of human power or electric motor.

(5) "Electric Motorcycle" means a device with (a) two or three wheels, (b) propelled with a throttle only, and (c) an electric motor less than 750 watts.

(a) A device containing an electric motor that exceeds 750 watts will be defined as a motorcycle, mini-bike or off-road vehicle.

(B) A Class I, II, or III electric bicycle, electric scooter, or electric motorcycle may be operated on sidewalks, sidewalk spaces, shared-use paths, and streets within the corporate limits of the City only if the operator and the device comply with the provisions of this Section.

(1) It shall be lawful for any person under the age of twelve to ride, use or operate any Class I, II, or III electric bicycle, electric scooter, or electric motorcycle on any sidewalk, sidewalk space, or shared-use path within the City unless posted otherwise.

(2) Any person who rides, uses, or operates a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, shared-use path, or street shall do so at their own risk.

(3) Any person who rides, uses, or operates a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, or shared-use path:

(a) Shall yield to the right-of-way to any and all pedestrians;

(b) Shall safely dismount and proceed on foot when approaching or encountering pedestrians; and

(c) Shall reduce speed when approaching crosswalks, driveways, or other crossings.

(4) Any person who rides, uses, or operates a Class ~~I, II or~~ III electric bicycle~~, electric scooter,~~ or electric motorcycle upon a sidewalk, sidewalk space, shared-use path, or street and is under the age of sixteen~~twenty-one~~ years of age, shall wear a protective helmet of the type and design manufactured for use by operators of such electric bicycle, electric scooter or electric motorcycle and such helmet must be secured properly on the user's head with a chin strap while the electric bicycle, electric scooter or electric motorcycle is in motion.

~~(5) Any person who rides, uses, or operates a Class I, II or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, shared-use path, or street and is under fourteen years of age, shall have successfully completed a City-approved safety training course and have documentation demonstrating such successful completion on such person at all times will riding, using or operating a Class I, II or III electric bicycle, electric scooter, or electric motorcycle.~~

~~(6)~~(5) The operator of a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle emerging from an alley, driveway, or building, shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to all vehicles approaching on the roadway.

~~(7)~~(6) Any person who rides, uses, or operates a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a street:

(a) Shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, clearly signal for all turns by utilizing hand signals, ride at the right-hand side of the street or highway, pass to the left when passing overtaken vehicle and individuals that are slower moving, and shall pass vehicles to the right when meeting;

(b) Shall obey the instruction of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a law enforcement officer; and

(c) Shall proceed single file as to not impede others when three or more devices ride in a group.

(C) It shall be unlawful for any person to ride, use or operate a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle:

(1) In a careless manner or without due caution in a manner as to endanger any person or property;

(2) In a negligent manner; and

(3) In such a manner as to endanger or interfere with the lawful traffic or use of the streets.

(D) It shall be unlawful for any person to ride, use or operate a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle with a passenger.

(E) It shall be unlawful for any person to ride, use or operate a Class I, II, or III electric bicycle, electric scooter, or electric motorcycle and attach such or themselves to any vehicle upon a street; and no person shall hitch to or cling upon any vehicle which is in motion with or without the consent of the driver.

(F) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle from one half hour after sunset and one half hour before sunrise without a headlight, visible under normal conditions, from the front thereof for not less than five hundred feet indicating the approach or presence of the device, and a red reflector on the rear which shall be visible on a clear night from all distances between one hundred feet and six hundred feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle.

(G) It shall be unlawful for any person to ride, use, or operate any Class I, II, and III electric bicycle, electric scooter, or electric motorcycle:

(1) On any public street with a posted speed limit of over 25 miles per hour;

(2) In those areas within any public park that are posted to state that the operation of such in that area is prohibited;

(3) On any public trail system; and

(4) On any state or federal highway, except for the purpose of crossing such highway as directed in subsection (H) below.

(H) The crossing of a controlled-access highway with more than two marked traffic lanes by a Class I, II, and III electric bicycle, electric scooter, or electric motorcycle shall be permitted only if:

(1) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a safe and quick crossing;

(2) The device is brought to a complete stop before crossing the shoulder or roadway of the highway;

(3) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and

(4) In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.

(I) Penalties for the violation of this section are as follows:

~~(1) First Offense:~~

~~a. Any parent or guardian who knowingly allows or permits his or her minor child, or any adult who knowingly permits or allows any minor child, to use, operate, drive or race a Class I, II or III electric bicycle, electric scooter, or electric motorcycle in any~~

~~manner prohibited by the provisions of this Section shall be subject to a written warning.~~

~~b. Any person who shall violate or refuse to comply with the enforcement of any of the provisions in this chapter, set forth at full length herein or incorporated by reference, shall be subject to a written warning.~~

~~(2)~~(1) ~~Second or Subsequent Offenses.~~

a. Any parent or guardian who knowingly allows or permits his or her minor child, or any adult who knowingly permits or allows any minor child, to use, operate, drive or race a Class I, II or III electric bicycle, electric scooter, or electric motorcycle in any manner prohibited by the provisions of this Section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than $500.00 for each offense.
b. Any person who shall violate or refuse to comply with the enforcement of any of the provisions in this Section, set forth at full length herein or incorporated by reference, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than $500.00 for each offense.
c. Any person convicted of a second or subsequent of any provisions shall surrender their electric bicycle, electric scooter, or electric motorcycle to the City for a period of no less than thirty (30) days. The device(s) will be returned to the owner after the thirty-day period if all applicable fines are paid.

SECTION 3. All ordinances and parts of ordinances passed and approved prior to the passage and approval of this ordinance and in conflict therewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY of WAVERLY
LANCASTER COUNTY, NEBRASKA

By: _____
Abbey L. Pascoe
Mayor

ATTEST:

_____ (SEAL)

Megan K. Frye
City Clerk/Human Resources Assistant

Bid Tab

PROJECT | Waverly Fire Station
JEO PROJECT NO. | 181924.01
LOCATION | 14130 Lancashire St., Waverly, NE 68462
LETTING | September 17, 2026 @ 2:00pm

Bidder	Total Base Bid	Alternate No. 1 - Add: Training Tower	Alternate No. 2 - (Deduct): Metal wall panel	Unit Price No. 1 - unsuitable fill material	Acknowledge Addenda (4)	Bid Bond Present	Only Accepting Alternate No. 1	Accepting Both Alternates	Only Accepting Alternate No. 2
RMV Construction, LLC Kearney, NE	$6,170,600.00	$386,100.00	-$89,100.00	$5.00	X	X	$6,556,700.00	$6,467,600.00	$6,081,500.00
Scheele-Kayton Construction Lincoln, NE	$6,197,000.00	$351,000.00	-$50,000.00	$33.00	X	X	$6,548,000.00	$6,498,000.00	$6,147,000.00
Genesis Contracting Group, LLC Lincoln, NE	$6,198,000.00	$370,000.00	-$20,000.00	$28.00	X	X	$6,568,000.00	$6,548,000.00	$6,178,000.00
Sampson Construction Co., Inc. Lincoln, NE	$6,274,000.00	$385,000.00	-$51,000.00	$25.00	X	X	$6,659,000.00	$6,608,000.00	$6,223,000.00
Rogge General Contractors, Inc. Lincoln, NE	$6,297,000.00	$360,000.00	-$20,000.00	$20.00	X	X	$6,657,000.00	$6,637,000.00	$6,277,000.00
BIC Construction Lincoln, NE	$6,484,000.00	$412,000.00	-$15,000.00	$30.00	X	X	$6,896,000.00	$6,881,000.00	$6,469,000.00
Hampton Commercial Construction, Inc. Lincoln, NE	$6,555,000.00	$380,000.00	-$850.00	$40.00	X	X	$6,935,000.00	$6,934,150.00	$6,554,150.00
Dicon Omaha, NE	$6,646,000.00	$407,000.00	-$20,000.00	$30.00	X	X	$7,053,000.00	$7,033,000.00	$6,626,000.00
Kingery Construction Lincoln, NE	$6,649,000.00	$392,000.00	$6,000.00	$26.00	X	X	$7,041,000.00	$7,047,000.00	$6,655,000.00
DR Anderson Omaha, NE	$6,720,000.00	$462,400.00	$18,000.00	$15.00	X	X	$7,182,400.00	$7,200,400.00	$6,738,000.00
Hausmann Construction, Inc. Lincoln, NE	$6,739,000.00	$375,000.00	-$12,000.00	$40.00	X	X	$7,114,000.00	$7,102,000.00	$6,727,000.00
Ronco Construction Company Omaha, NE	$6,774,000.00	$368,000.00	-$8,400.00	$50.00	X	X	$7,142,000.00	$7,133,600.00	$6,765,600.00
MECO-HENNE Contracting, Inc. Omaha, NE	$6,800,000.00	$405,000.00	-$10,000.00	$26.00	X	X	$7,205,000.00	$7,195,000.00	$6,790,000.00
Prairie Construction Company Omaha, NE	$6,940,000.00	$389,000.00	-$40,000.00	$30.00	X	X	$7,329,000.00	$7,289,000.00	$6,900,000.00
Community Construction and Development Lake Havasu, AZ	$7,451,818.31	$439,832.00	-$67,500.00	$12.00	X	X	$7,891,650.31	$7,824,150.31	$7,384,318.31
Audino Enterprises Gretna, NE	$7,620,000.00	$431,000.00	-$49,500.00	$27.90	X	X	$8,051,000.00	$8,001,500.00	$7,570,500.00

NOTICE OF AWARD

Date of Issuance:	**September 30, 2026**		
Owner:	**City of Waverly, NE & Suburban Fire District**		
Architect:	**JEO Architecture, Inc.**	Architect's Project No.:	**181924.01**
Project:	**Waverly Fire Station**		
Contract Name:	**Waverly Fire Station**		
Bidder:	**Scheele Kayton Construction**		
Bidder's Address:	**5900 S 58th Street, Suite D, Lincoln, NE 68516**		

You are notified that Owner has accepted your Bid dated **September 17, 2026,** for the above Contract, and that you are the Successful Bidder with intent to award a Contract for:

Total Base Bid and Alternate No. 1

The Contract Price of the awarded Contract is **$6,548,000.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes.

This Notice of Award signifies the Owner's intent to contract. However, this notice does not constitute a binding agreement, and no legal obligation shall arise until a formal Agreement is fully executed by both parties.

Owner:

City of Waverly, Nebraska

By *(signature)*: _____

Name *(printed)*: David Jespersen

Title: Acting Mayor

Suburban Fire District

By *(signature)*: _____

Name *(printed)*: RICHARD DAMES

Title: Pres.

Copy: Architect

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirteenth day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

City of Waverly, NE
14130 Lancashire Street Waverly, NE 68462

Waverly Suburban Fire District
14001 Fletcher Ave
Lincoln, NE 68521

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

Scheele Kayton Construction
5900 S 58th Street, Suite D
Lincoln, NE 68516

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

Waverly Fire Station
Waverly, NE

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

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503
Telephone Number: 402.435.3080

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

(Check one of the following boxes and complete the necessary information.)

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

[X] By the following date: March 31, 2028

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

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Five Hundred and Forty-Eight Thousand Dollars and Zero Cents ($ 6548000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 - Training tower and attached training platform.	$351,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

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

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1 - Removal of unsuitable fill material	CY	$33.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$250.00 per calendar day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 20:09:17 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2D)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

12 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Stephanie Fisher
14130 Lancashire Street
Waverly, NE 68462
Telephone Number: 402.786.2312

Mobile Number: 402.613.8710
Email Address: cityadministrator@citywaverly.com

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

Connor Kayton
5900 S 58th Suite D
Lincoln, NE 68516
Telephone Number: 308.991.5535

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

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

.5 Drawings

Number	Title	Date
See Section 00 15 00	List of Drawings	August 13, 2026

.6 Specifications

Section	Title	Date	Pages
See Section 00 10 00	Table of Contents	August 13, 2026	4

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	August 24, 2026	64
Addendum No. 2	September 1, 2026	65
Addendum No. 3	September 4, 2026	21
Addendum No. 4	September 8, 2026	14

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] 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

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Section 00 73 00	Supplementary Conditions	August 13, 2026	7

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

Abbey Pascoe, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Connor Kayton, Owner
(Printed name and title)

OWNER *(Signature)*

Richard Dames, President
(Printed name and title)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

Additions and Deletions Report for
AIA® Document A101® – 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 13:35:35 ET on 10/06/2026.

PAGE 1

AGREEMENT made as of the Thirteenth day of October in the year Two Thousand Twenty-Six

...

City of Waverly, NE
14130 Lancashire Street Waverly, NE 68462

Waverly Suburban Fire District
14001 Fletcher Ave
Lincoln, NE 68521

...

Scheele Kayton Construction
5900 S 58th Street, Suite D
Lincoln, NE 68516

...

Waverly Fire Station
Waverly, NE

...

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503
Telephone Number: 402.435.3080

PAGE 2

[X] The date of this Agreement.

PAGE 3

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

[X] By the following date: March 31, 2028

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Five Hundred and Forty-Eight Thousand Dollars and Zero Cents ($ 6548000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 1 - Training tower and attached training platform.	$351,000.00

...

N/A

...

N/A

...

Unit Price No. 1 - Removal of unsuitable fill material	CY	$33.00

...

$250.00 per calendar day

...

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

5%

...

N/A

...

N/A

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 20:09:17 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2D)

...

N/A

...

12 % per annum

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Stephanie Fisher
14130 Lancashire Street
Waverly, NE 68462
Telephone Number: 402.786.2312

Mobile Number: 402.613.8710
Email Address: cityadministrator@citywaverly.com

...

Connor Kayton
5900 S 58th Suite D
Lincoln, NE 68516
Telephone Number: 308.991.5535

PAGE 7

N/A

...

N/A

...

See Section 00 15 00	List of Drawings	August 13, 2026

...

See Section 00 10 00	Table of Contents	August 13, 2026	4

...

Addendum No. 1	August 24, 2026	64
Addendum No. 2	September 1, 2026	65
Addendum No. 3	September 4, 2026	21
Addendum No. 4	September 8, 2026	14

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

[X] Supplementary and other Conditions of the Contract:

...

See Section 00 73 00	Supplementary Conditions	August 13, 2026	7

...

Abbey Pascoe, Mayor

Connor Kayton, Owner

Richard Dames, President

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 13:35:35 ET on 10/06/2026 under Order No. 3104240132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Architect

(Title)

10/7/2026

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:35:35 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2E)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Waverly Fire Station
Waverly, NE

THE OWNER:
(Name, legal status and address)

City of Waverly, NE
14130 Lancashire Street Waverly, NE 68462

Waverly Suburban Fire District
14001 Fletcher Ave
Lincoln, NE 68521

THE ARCHITECT:
(Name, legal status and address)

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.
/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements 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 and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the 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.

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

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 Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Additions and Deletions Report for
AIA® Document A201® – 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 13:22:34 ET on 10/06/2026.

PAGE 1

Waverly Fire Station
Waverly, NE

...

City of Waverly, NE
14130 Lancashire Street Waverly, NE 68462

Waverly Suburban Fire District
14001 Fletcher Ave
Lincoln, NE 68521

...

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 13:22:34 ET on 10/06/2026 under Order No. 3104240132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Architect

(Title)

10/7/2026

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:22:34 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA2A)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Thirteenth day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Waverly Fire Station
Waverly, NE

THE OWNER:
(Name, legal status and address)

City of Waverly, NE
14130 Lancashire St Waverly, NE 68462

Waverly Suburban Fire District
14001 Fletcher Ave
Lincoln, NE 68521

THE CONTRACTOR:
(Name, legal status and address)

Scheele-Kayton Construction
5900 S 58th Suite D
Lincoln, NE 68516

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, 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 and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, 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.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Special Form or All Risk	Policy Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Transit / Off Site Storage	$250,000.00

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 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 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
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 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 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 commercial 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 periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds 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. 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.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) each occurrence, Five million Dollars and Zero Cents ($ 5000000.00) general aggregate, and Five million Dollars and Zero Cents ($ 5000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury 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

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per accident, 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.

§ A.3.2.4 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 the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five hundred thousand Dollars and Zero Cents ($ 500000.00) each accident, Five hundred thousand Dollars and Zero Cents ($ 500000.00) each employee, and Five hundred thousand Dollars and Zero Cents ($ 500000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 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 and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

§ A.3.2.9 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 and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and Two million Dollars and Zero Cents ($ 2000000.00) in the aggregate.

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

(Paragraphs Deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[X] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**
Umbrella Excess Liability	$5,000,000.00

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

§ A.3.4 Performance Bond and Payment Bond

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:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Amount
Performance Bond	100% o Contract Amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

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 13:47:27 ET on 10/06/2026.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Thirteenth day of October in the year Two Thousand Twenty-Six

...

Waverly Fire Station
Waverly, NE

...

City of Waverly, NE
14130 Lancashire St Waverly, NE 68462

Waverly Suburban Fire District
14001 Fletcher Ave
Lincoln, NE 68521

...

Scheele-Kayton Construction
5900 S 58th Suite D
Lincoln, NE 68516

PAGE 2

Special Form or All Risk	Policy Limit

...

Transit / Off Site Storage	$250,000.00

PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) each occurrence, Five million Dollars and Zero Cents ($ 5000000.00) general aggregate, and Five million Dollars and Zero Cents ($ 5000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

Additions and Deletions Report for AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per accident, 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.

...

§ A.3.2.6 Employers' Liability with policy limits not less than Five hundred thousand Dollars and Zero Cents ($ 500000.00) each accident, Five hundred thousand Dollars and Zero Cents ($ 500000.00) each employee, and Five hundred thousand Dollars and Zero Cents ($ 500000.00) policy limit.

...

§ A.3.2.8 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 and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

...

§ A.3.2.9 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 and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

...

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and Two million Dollars and Zero Cents ($ 2000000.00) in the aggregate.

PAGE 6

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

[X] **§ A.3.3.2.6 Other Insurance**

Additions and Deletions Report for AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

...

Umbrella Excess Liability	$5,000,000.00

PAGE 7

Payment Bond	100% of Contract Amount
Performance Bond	100% o Contract Amount

Additions and Deletions Report for AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:47:27 ET on 10/06/2026 under Order No.3104240132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA32)

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

1.02 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN AIA DOCUMENTS A201 - 2017 AND OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AS INDICATED BELOW. ALL PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.

1.03 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

1.04 MODIFICATIONS TO GENERAL CONDITIONS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

PART 4 MODIFICATIONS TO AIA A201 - 2017

4.01 ARTICLE 1 - GENERAL PROVISIONS

A. Add the following paragraphs:
   1. § 1.2.4; In cases of discrepancy between the drawings and specifications, or within the document itself, provide notification to the Architect to clarify. In the event of a conflict, the better quality or more stringent requirement takes precedence.
   2. § 1.2.5; Contractor is solely responsible for coordination of bidding and scope or Work of subcontractors. Neither Architect or Owner will act as arbiter as to which trade or subcontractor is to furnish and install various items indicated or required to perform construction.

B. Add the following paragraph:
   1. § 1.9; Notwithstanding anything herein to the contrary, the Owner and Contractor agree to execute such other documents as may be necessary for Owner to be in compliance with all rules and regulations of the Federal Emergency Management Act or Nebraska Emergency Management Act.

4.02 ARTICLE 2 OWNER

A. Delete the following paragraph in its entirety and replace it with the following:
   1. § 2.1.2; It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Nebraska. It shall be further understood that this Contract is not written for the benefit of third parties.

B. Add the following paragraph:
   1. § 2.1.3; The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

C. Delete the following paragraph in its entirety and replace it with the following:
   1. § 2.3.6; The Contractor will be furnished free of charge a minimum 2 copies of drawings and project manuals. Additional sets will be furnished at the cost of reproduction, postage

and handling. Signed and sealed prints as required for governing authority's review and approval will be supplied at no cost.

4.03 ARTICLE 3 - CONTRACTOR

A. Delete the following paragraph in its entirety and replace with the following:
   1. § 3.4.3; The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor releases, indemnifies and holds harmless the Owner for Contractor's forces' non-compliance with owner's drug-free, alcohol-free, weapon-free, harassment-free, and tobacco-free zones, contractor's forces' non-compliance with criminal law, or contractor's or contractor's forces' non-compliance with immigration law or regulations. Any individual found by the Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

B. Add the following paragraphs:
   1. § 3.4.4; Acceptance of materials by or on behalf of Architect does not bar future rejection if subsequently found to be defective of inferior in quality or uniformity to material specified or not as represented.
   2. § 3.4.5; After the Contract has been executed, the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions listed below:
      a. By making requests for substitutions, the Contractor:
         1) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
         2) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
         3) Certifies that the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent.
         4) Will coordinate the installation of the accepted substitute, making such changes as may be required for work in all respects.
         5) Will reimburse Owner and Architect for review on redesign services associated with reapproval by Architect.
   3. § 3.5.3; The Prime Contractor does hereby guarantee the Work to conform to the Warranty described (in §3.5.1) for a period of one full year from the date of acceptance of the Work as designated in the Certificate of Substantial Completion. Where warranties are written in any of the Sections for longer terms, such longer terms shall apply.
   4. § 3.5.4; All warranties shall commence no earlier than the substantial completion date of the entire project regardless of when a particular item or piece of equipment is installed or operational.
   5. § 3.12.11: The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

4.04 ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

A. Add the following paragraph:
   1. § 4.1.3 In carrying out any provisions of Contract or in exercising any power or authority granted thereby, there is no liability upon Architect to the Contractor, either personally or as an official of Owner, it being understood that in such matters the Architect acts as agent and representative of Owner.

4.05 ARTICLE 5 - SUBCONTRACTORS

A. Add the following subparagraph:
   1. § 5.1.3; Architect shall not work directly with any subcontractor, sub-subcontractor or materials supplier. Contact to the Architect shall be made only through Contractor. Requests for information or clarification must be routed through Contractor.

B. Add the following subparagraph:
   1. § 5.3.1; Contractor is fully responsible for acts and omissions of all subcontractors, and persons either directly or indirectly employed by them.

4.06 ARTICLE 7 - CHANGES IN THE WORK

A. Add the following paragraphs:
   1. § 7.1.2.1; The Architect alone and without Owner approval cannot authorize a change that increases the Contract Sum or Contract Time without the City's written approval.
   2. § 7.1.4; The Contactor shall not proceed with or commence any work for which contractor will request additional Contract Sum or Contract Time or which is deemed to be a Change in the Work without first receiving a signed written Change Order properly executed, or a written order or authorization to proceed from the Architect.
   3. § 7.1.5; Failure of the Contractor to obtain written approval or authorization for any Changes in the Work shall constitute cause for rejection of a request for approval of any additional compensation associated with the Work.
   4. § 7.1.6: The Contractor must submit change proposals covering a contemplated Change Order within ten (10) business days after the request of the Owner or Architect or within ten (10) business days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time.
   5. § 7.1.7; Each request for approval or additional work which is to require additional payment from the Owner, or in instances whether credit is to be allowed to the Owner for omission of certain work or materials, shall be accompanied by a price quotation, including a complete cost breakdown of materials, labor, overhead and profit.
   6. § 7.2.2; Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.
   7. § 7.3.11; The total Contractor mark-up for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 5% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 15% of the total cost of the Change in the Work. For a change in contract sum resulting in a credit; credit to the Owner shall be the Architect approved net cost plus 1/2 of the overhead and profit percentage noted above.

4.07 ARTICLE 8 - TIME

A. Add the following subparagraphs:

1. § 8.1.2.1; Do not start work or store materials or equipment on site until written notice to proceed is issued, or upon execution of Contract.
2. § 8.1.3.1; The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) calendar days after the date of Substantial Completion.
3. § 8.2.4: If at any time during the course of the Work, the Owner reasonably determines that the Contractor has fallen behind the critical path of the schedule, the Owner may upon written notice to the Contractor, require the Contractor to recover schedule by any means appropriate (including but not limited to the provision of extra shifts and/or overtime and/or adjustments to the schedule). Within five days of the Contractor's receipt of such written notice, the Contractor shall provide the Owner with a written recovery plan and shall commence recovery efforts. So long as the Contractor has fallen behind schedule for reasons attributable to the Contractor (and not to force majeure events), all costs associated with the recovery schedule shall be borne by the Contractor. If, however, the Contractor is not at fault for the delay in the work (due to force majeure events or other causes that would otherwise entitled the Contractor to an extension of Contract Time), then the Contractor shall be paid for the costs of recovering schedule pursuant to the provisions of the Contract Documents applicable to changes in the Work.
4. § 8.3.1.1; An extension of time shall only be considered if a critical path task is delayed. A delay in a non-critical path task shall not be grounds for a delay claim.
5. § 8.3.1.2; The sole remedy for delays other than those which are caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law), will be non-compensable time extensions for completion of the Work.
6. § 8.3.4; Owner may waive above requirements and grant extensions of time for any reason.

4.08 ARTICLE 9 - PAYMENTS AND COMPLETION

A. Add the following subparagraphs:

1. § 9.3.3.1; Lien Releases and Receipted Bills: Before receiving any payment, except the first, the Contractor shall furnish to the Architect, along with Contractor’s "Request for Payment," partial (or final as the case may be) lien releases covering all materials used and subcontracts performed in connection with their contract through the date of the previous billing. In addition, the Contractor shall furnish with each request for payment, including the first, the contractor’s own waiver of lien in the full amount of the request shall include a list of subcontractors, sub-subcontractors, and suppliers whose lien releases will be furnished with the following months request. Should the Contractor fail to furnish required lien releases, the amount of their "Request for Payment" not covered by such lien releases may not be certified.
2. § 9.3.3.2; Final Waivers of Lien: Before final payment will be made, the Contractor shall furnish final waivers of lien, or receipted bills, covering all materials used and subcontracts performed in connection with his contract, including their own final waiver of lien in the full amount of the contract.
3. § 9.3.3.3 Where statutory law limits retainage to less than that stated, the minimum statutory limit shall supersede the above limits. The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
4. § 9.3.4 Before the first application for payment is approved, the Prime Contractor shall have submitted an acceptable progress schedule.

5. § 9.3.6 An updated construction schedule indicating current progress in the work and proposed scheduling for completing the Work by the completion date shall be submitted with each monthly application for payment.

B. Add the following to the sentence to subparagraph § 9.8.1
   1. subject only to completion of minor punch-list items, the absence of completion of which does not interfere with the Owner's intended use of the Project.

C. Add the following sentence to subparagraph § 9.10.3;
   1. Notwithstanding the foregoing, in no event shall the retainage attributable to the unfinished Work be less than 125% of Owner's good faith estimate of the cost of finally completing the Work.

D. Delete the following paragraph in its entirety and replace with the following:
   1. § 9.10.4; The making of final payment shall not constitute a waiver of any Claims by the Owner.

4.09 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

A. Add the following sentence to subparagraph § 10.1:
   a. This requirement applies continuously twenty-four (24) hours per day during the Construction Phase of the Project.

B. Add the following paragraphs:
   1. § 10.1.1; The Contractor shall be required, in compliance with the Asbestos Emergency Response Act of 1986, to certify that all products and materials supplied as a part of this project shall be free of Asbestos.
   2. § 10.1.2 The Contractor shall have sole responsibility for safety of persons and property, and for compliance with OSHA and/or other governing parties.
   3. § 10.2.2.1: Contractor shall give notice in writing at least 48 hours before breaking ground to the Owner, public utility companies, Owners of property having structures or improvements in proximity to site of the Work, and superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Architect resulting from performance of such work in connection with or arising out of Contract.

C. Delete the following paragraph in its entirety and replace with the following:
   1. § 10.2.4; The Contractor shall exercise the utmost care so as not to endanger life or property in the prosecution of the Work. If the Contractor is negligent, the Contractor will be responsible for any and all damages, claims and of the defense of all actions against Owner and Architect resulting from the failure to exercise such care. Explosives or other hazardous materials shall not be employed in the prosecution of the Work.

D. Add new paragraphs:
   1. § 10.2.9; Duty of Architect to conduct construction review of Contractor's performance does not include review of adequacy of Contractor's safety measures in, on, or near construction site.
   2. § 10.2.10; Maintain utilities or other services indicated to be abandoned, in service until new facilities are provided, tested and ready for use.
   3. § 10.2.11; Contractor shall thoroughly document the existing conditions of the site, adjacent properties, and public ways. Return all conditions on or about the site and adjacent properties which are not shown to be altered, removed or otherwise changed to equal or better conditions which existed previous to starting work.
   4. § 10.3.7; Water Precautions: Keep all parts of site, including excavations, free from any accumulation of water, no matter what source or cause.

5. § 10.3.7.1; Dispose of water in such manner as will not endanger public health or cause damage or expense to property. Comply with requirements of any public agencies having jurisdiction. If sewers and streets are allowed to be used for drainage or disposal of water for construction, maintain and leave these satisfactorily clean upon completion of work.
6. § 10.3.8 Signs; Do not erect signs, billboards, or advertisements on or about premises, without prior Owner approval, except as required by Contract.
7. § 10.3.8.1; Furnish and maintain all necessary signs required for prosecution of the Work and as required by law.

4.10 ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. Add the following to subparagraph § 13.4.1:
   1. Contractor shall provide the testing and inspection services required by the Contract Documents at the Contractors expense.

B. Delete the following paragraph in its entirety and replace it with the following:
   1. § 13.5; Any payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's Certificate for Payment for the Architect, if Owner's authorizing Board or Council meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's authorizing Board or Council meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

4.11 ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

A. Delete the following sentence in its entirety and replace it with the following:
   1. § 14.1.1; The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive calendar days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

B. Add the following to subparagraph §14.2.3:
   1. In all cases of termination or Contractor default, Architect will bill Owner for cost of additional services required in connection with reissuing documents or completing the Work. Owner will deduct this sum from money due Contractor and pay it to Architect.

4.12 ARTICLE 15 – CLAIMS AND DISPUTES

A. Add the following subparagraphs:
   1. § 15.1.6.3 Claims for Additional Time. The procedure for determination of time extensions for unusually severe weather shall be set forth as follows. The following listing defines monthly anticipated adverse weather for the Contract period.
   2. § 15.1.6.3.1 Contractor's schedule must reflect these anticipated adverse weather delays in all weather-dependent activities.

      Monthly Anticipated Adverse Weather Calendar Days:

      - January: 6 days.
      - February through November: 3 days.
      - December: 4 days.

      The schedule above will constitute the base line for monthly, or a portion thereof, weather time evaluations. Upon acknowledgment of Notice to Proceed and continuing throughout the Contract, on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather schedule above. The term "actual adverse weather days" shall include days impacted by adverse weather that delay the critical path as demonstrated by the Contractor's overall project schedule. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each

month. Once the number of actual adverse weather days anticipated in schedule above has been exceeded, the Owner will examine all actual adverse weather days to determine whether Contractor is entitled to a time extension and a time extension will be granted if the adverse weather day impacted the critical path. These actual adverse weather days must prevent 50 percent or more of the Contractor's workday, delay Work critical to timely completion of the Project and be documented in Contractor Quality Control reports. Owner will convert any delays meeting these requirements to calendar days and issue a Change Order to Contractor. An adverse weather day must be reported on the day it occurs, otherwise it will not be considered.

B. Add the following to paragraph § 15.4.1:
   1. Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

END OF SECTION

INTERLOCAL AGREEMENT
FOR SOIL REMOVAL

This Interlocal Agreement for Soil Removal (this "Agreement") is entered into effective as of _____, 2026 (the "Effective Date"), by and between the CITY OF WAVERLY, NEBRASKA, a municipal corporation organized under the laws of the State of Nebraska (the "City"), and WAVERLY SCHOOL DISTRICT 145, a Nebraska public school district (the "District"). The City and the District are each referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City is developing a new fire station generally located near Amberly Road and North 135th Street in Waverly, Nebraska (the "Fire Station Project");

WHEREAS, the District owns certain real property located generally south of Waverly High School from which the Parties desire to permit the excavation and removal of soil for potential use as fill in connection with the Fire Station Project (the "Excavation Area");

WHEREAS, the Excavation Area is generally depicted on Exhibit A attached hereto, provided that Exhibit A depicts only the general location of the Excavation Area and the actual limits and depths of excavation shall be established and approved as provided herein;

WHEREAS, the City has caused soil within the Excavation Area to be evaluated for potential use as fill in connection with the Fire Station Project;

WHEREAS, in exchange for the Soil, as defined below, the City and District desire that the City provide consideration equal to the value of the Soil through a cash payment to the District upon the terms and conditions set forth herein;

WHEREAS, the Parties are public agencies authorized to cooperate pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq.;

WHEREAS, the City Council of the City approved this Agreement by appropriate official action on _____, 2026; and

WHEREAS, the Board of Education of the District approved the disposition of the Soil and this Agreement at a regular meeting held on Oct. 5, 2026, by an affirmative recorded vote of at least two-thirds of all members of the Board of Education.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms under which the City may enter upon the Excavation Area, excavate and remove certain soil for use in connection with the Fire Station Project, restore the Excavation Area following excavation, and provide the District consideration based upon the agreed value of the Soil removed as provided herein.

2. Excavation Area. The Excavation Area shall consist only of the portion of District property generally depicted on Exhibit A and more particularly identified, staked, marked, or otherwise approved in writing by the Parties before excavation begins. Exhibit A is intended only to depict the general location of the Excavation Area and shall not establish the precise horizontal or vertical limits of excavation. Before excavation begins, the Parties shall approve the anticipated excavation limits, access route, approximate excavation depths, and anticipated final grading configuration. Such

approval may be reflected on a site plan, grading plan, field staking, or other written documentation mutually acceptable to the Parties. The City shall not knowingly excavate outside the approved Excavation Area or materially exceed the approved excavation depths without the District's prior written approval.

3. Temporary Access. The District grants the City and the City's employees, agents, engineers, consultants, and contractors a temporary, nonexclusive license to enter the Excavation Area and such agreed access areas as are reasonably necessary to: (a) inspect, survey, sample, and test soil; (b) excavate, load, and remove Soil; (c) operate trucks and construction equipment reasonably necessary for such activities; (d) perform restoration; and (e) perform other activities reasonably necessary to carry out this Agreement. The temporary access rights granted under this Section are limited to the purposes of this Agreement and do not create or convey a permanent easement or other permanent interest in District property.

4. Soil Suitability. For purposes of this Agreement, "Soil" means soil excavated from the Excavation Area and actually removed from District property by or on behalf of the City for use in connection with the Fire Station Project, excluding soil or other material that is stockpiled and ultimately returned to the Excavation Area as part of restoration. The City shall be solely responsible for determining whether soil excavated from the Excavation Area is suitable for use in connection with the Fire Station Project, including any sampling, testing, processing, moisture conditioning, or other measures necessary for the City's intended use. The District makes no representation or warranty regarding the quantity, quality, condition, composition, or suitability of the Soil for any particular purpose. The City may strip, segregate, and stockpile surface soils or other materials as reasonably necessary to access Soil suitable for the City's intended use. To the extent reasonably practicable, sufficient surface soil shall be preserved or otherwise provided for restoration of the Excavation Area. The City shall bear the costs of sampling, testing, evaluating, conditioning, and otherwise determining the suitability of Soil for the City's intended use. If suspected contaminated material, buried debris, an unknown utility, or other materially unexpected condition is encountered, the City shall suspend excavation in the affected area and notify the District. The Parties shall determine how to proceed before excavation resumes in the affected area.

5. Quantity of Soil. The Parties presently estimate that approximately 17,000 cubic yards of Soil will be removed from the Excavation Area. The foregoing quantity is an estimate only. The final quantity used for purposes of calculating the consideration under this Agreement shall be the actual net quantity of Soil removed from District property, determined by the General Contractor. Unless otherwise approved in writing by the District, the City shall not remove more than approximately 17,000 cubic yards of Soil. Nothing in this Agreement requires the City to remove any minimum quantity of Soil.

6. Value of Soil. The Parties agree that the Soil shall be valued at $2.65 per cubic yard. Based on the estimated quantity set forth in Section 5, the estimated value of the Soil is $45,050. Following completion of excavation, the Parties shall determine the actual quantity of Soil removed from the Excavation Area, and the actual value of the Soil (the "Soil Value") shall equal the actual quantity removed multiplied by the agreed value per cubic yard. The District shall not be responsible for any separate charge for excavation, loading, hauling, testing, grading, restoration, or other work performed by or on behalf of the City in connection with the removal of the Soil.

7. Consideration for Soil. In consideration for the Soil, the City shall pay the District a cash sum equal to the Soil Value. This payment shall be due after the final quantities of the soil have been verified, but no less than 120 days after the soil removal work has been completed. In no event shall the City's total obligation under this Section exceed the Soil Value.

8. Excavation and Construction Operations. Except as otherwise agreed in writing, the City shall be responsible, at its expense, for excavation, loading, hauling, testing, traffic control, erosion and sediment control, and restoration associated with removal of Soil. The City shall cause all excavation and related work to be performed in a reasonably safe and workmanlike manner and in compliance with applicable law, including applicable utility-location, excavation, environmental, stormwater, and permitting requirements. The City shall take reasonable precautions to avoid damage to District buildings, pavement, utilities, athletic facilities, landscaping, fencing, irrigation systems, and other improvements located outside the approved Excavation Area. Any physical damage to District property caused by the City's excavation or hauling operations, other than the agreed alteration of grades within the Excavation Area, shall be repaired by the City to substantially the condition existing immediately before the damage occurred. The District shall reasonably cooperate with the City concerning access and shall disclose to the City any known private utilities, irrigation facilities, underground improvements, or similar conditions within the Excavation Area that are not otherwise reasonably identifiable through ordinary utility-location procedures.

9. Restoration of Excavation Area. Following completion of the excavation and removal of Soil, the City shall, at its expense, restore the disturbed portions of the Excavation Area, including by regrading and reseeding such areas with Brome grass seed.

10. Ownership and Disposition of Property. The District retains ownership of the Excavation Area and all other District real property. Nothing herein conveys a permanent interest in District real estate. Soil actually excavated and removed from District property pursuant to this Agreement shall become the property of the City and may be transported, processed, and used by the City in connection with the Fire Station Project. Soil or other material stockpiled and returned to the Excavation Area as part of restoration shall remain District property. The Parties do not anticipate jointly acquiring or jointly owning any real or personal property under this Agreement. Upon termination or completion of this Agreement, each Party shall retain its own property, except that Soil previously removed by the City shall remain City property. The District represents that it owns the Excavation Area and has authority to permit the excavation, removal, and transfer of the Soil as contemplated by this Agreement.

11. Financing and Budget. No separate joint fund or joint budget is created by this Agreement. The City shall pay the Soil Value in accordance with Section 7 through its ordinary budgeting and accounting processes, and each Party shall otherwise be responsible for its own costs and expenses under this Agreement.

12. Administration. No separate legal or administrative entity is created by this Agreement. The City's and the District's designated administrators for purposes of this Agreement shall be:

Name/Title: Abbey L. Pascoe, Mayor	Name/Title: Cory Worrell, Superintendent
Contact Information: 402-786-2312 abbeyp@citywaverly.com	Contact Information: 402-786-2321 cory.worrell@district145.org

The designated administrators may coordinate scheduling, field staking, access, construction operations, measurement, accounting, inspection, and other day-to-day matters necessary to administer this Agreement. The administrators may approve nonmaterial operational details and field adjustments consistent with the purposes and economic terms of this Agreement. Any material amendment to the quantity, unit value, consideration structure, or material obligations of either Party shall require a written amendment approved as required by applicable law.

13. Contractors and Insurance. The City may perform its obligations through one or more contractors or subcontractors. The City shall require any contractor performing excavation, hauling,

or restoration work on District property to maintain insurance appropriate for the work being performed and consistent with the insurance requirements applicable to such contractor's work on the Fire Station Project.

14. Responsibility and Governmental Immunity. Each Party shall remain responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by applicable law. Nothing in this Agreement is intended to constitute, nor shall it be construed as, a waiver by either Party of any defense, immunity, limitation of liability, or other protection available under the Nebraska Political Subdivisions Tort Claims Act or other applicable law. Nothing in this Agreement requires either Party to indemnify the other Party to an extent prohibited by applicable law.

15. Duration and Termination. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of: (a) completion of excavation and restoration, together with full satisfaction of the City's obligation to provide consideration for the Soil in accordance with Section 7; or (b) termination in accordance with this Section. After excavation begins, this Agreement may be terminated by mutual written agreement of the Parties or by either Party following a material breach by the other Party that remains uncured for thirty (30) days after written notice describing the breach. Termination shall not relieve the City of its obligations to make the Excavation Area safe, complete required restoration of areas already disturbed, repair damage caused by the City's work, or provide the consideration attributable to Soil already removed in accordance with Section 7. Any accounting or payment obligations accrued before termination shall also survive.

16. Records. Each Party shall maintain such records as are reasonably necessary to document its performance under this Agreement. Records concerning the measured quantity of Soil, calculation of the Soil Value, and cash payments made to the District shall be made reasonably available to the other Party upon request.

17. Compliance With Law and Governmental Approvals. Each Party's obligations under this Agreement are subject to all approvals required by applicable law. The Parties shall take such actions and make such filings or reports concerning this Agreement as may be required by the Nebraska Interlocal Cooperation Act or other applicable law.

18. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the City and the District. Nothing herein is intended to create any right or benefit in any contractor, consultant, student, or other third party.

19. No Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that the City may engage contractors, subcontractors, engineers, consultants, and other agents to perform work contemplated by this Agreement without such consent.

20. Notices. Any formal notice required under this Agreement shall be delivered personally, by nationally recognized overnight delivery service, or by United States mail to the following addresses, or to such other address as a Party may designate by notice:

If to the City:

City of Waverly, Nebraska
Attn: City Administrator
PO Box 427
14130 Lancashire Street
Waverly, Nebraska 68462

If to the District:

Waverly School District 145
Attn: Cory Worrell
14511 Heywood Street
P.O. Box 426
Waverly, Nebraska 68462

With a copy to:

Mark A. Fahleson
Rembolt Ludtke, LLP
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

22. Entire Agreement; Amendments. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes prior oral or written discussions concerning such subject matter. This Agreement may be amended only by a written instrument executed and approved by the Parties as required by applicable law.

23. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

24. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Signatures transmitted or applied electronically may be treated as originals to the extent permitted by law.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF WAVERLY, NEBRASKA

By: _____
Name: Abbey L. Pascoe
Title: Mayor

WAVERLY SCHOOL DISTRICT 145

By: Cory Worrell
Name: Cory Worrell
Title: Superintendent

EXHIBIT A

EXCAVATION AREA

[Attach map depicting the general location of the Excavation Area.]

The area depicted on this Exhibit A is intended to identify the general location of the Excavation Area only and does not establish the precise horizontal or vertical limits of excavation. The actual excavation limits shall be established and approved in accordance with Section 2 of the Agreement.

4922-3475-1958, v. 1

Exploration Plan – Borrow Area 2026



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Approval of Additional Professional Services

Waverly Fire Station, Waverly, NE
Project Number 181924.01
Date: 09-30-2026

JEO is requesting written approval for Construction Administration services for the Waverly Fire Station Project. The original agreement dated January 27, 2026, included only design services through the project bidding phase.

Description and Scope of Additional Work & Fee(s):

1. **Contract Administration Phase (CA):**

   JEO shall provide administration of the Contract between the Owner and the Contractor as set forth below:

   a. JEO shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. JEO shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.
   b. Duties, responsibilities, and limitations of authority of JEO under this proposal shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor. Consent will not be unreasonably withheld.
   c. JEO shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents.
   d. JEO shall interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.
   e. Interpretations and decisions of JEO shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, JEO shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
   f. JEO shall render initial decisions on claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, JEO's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Document.
   g. JEO, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations or as otherwise agreed by the Owner and JEO to:
      i. become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed.
      ii. endeavor to guard the Owner against defects and deficiencies in the Work.
      iii. determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

iv. JEO shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. JEO shall neither have control over or charge of, nor be responsible 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.

h. JEO shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

i. JEO shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

j. JEO shall be responsible for JEO's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

k. If a required item or component of the Owner’s project should be omitted from the contract documents, JEO shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original contract documents. In no event will JEO be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Owner’s project.

l. JEO shall at all times have access to the Work wherever it is in preparation or progress.

m. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through JEO about matters arising out of or relating to the Contract Documents. Communications by and with JEO's consultants shall be through JEO.

n. JEO shall have authority to reject Work that does not conform to the Contract Documents. Whenever JEO considers it necessary or advisable, JEO will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of JEO nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of JEO to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

o. JEO shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. JEO's certification for payment shall constitute a representation to the Owner, based on JEO's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of JEO's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

    i. an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.

    ii. results of subsequent tests and inspections.

iii. correction of minor deviations from the Contract Documents prior to completion.
iv. specific qualifications expressed by JEO.

p. The issuance of a Certificate for Payment shall not be a representation that JEO has:
   i. made exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
   ii. reviewed construction means, methods, techniques, sequences, or procedures.
   iii. reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment.
   iv. ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

q. JEO shall maintain a record of the Contractor's Applications for Payment.

r. JEO shall 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.
   i. JEO's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in JEO's professional judgment to permit adequate review.
   ii. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
   iii. JEO's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by JEO, of any construction means, methods, techniques, sequences or procedures.
   iv. JEO's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

s. JEO shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

t. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, JEO shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to JEO. JEO shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

u. JEO shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. JEO may authorize minor changes in the Work not involving an adjustment in

Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

v. JEO shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit JEO to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If JEO determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, JEO may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

w. JEO shall maintain records relative to changes in the Work.

x. JEO shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents. JEO's observation shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

Fee(s):
Construction Administration Services = Hourly with an estimated cost of $125,000.

Approval:

Owner Name/Title:	Signature:	Date:
Owner Name/Title:	Signature:	Date:
Bryan Solko		9/30/2026
Architect Name/Title:	Signature:	Date:

US DIGITAL DESIGNS
by Honeywell
1150 W Grove Pkwy St #110
Tempe, AZ 85283

US DIGITAL DESIGNS
by Honeywell

Author: JA
Date: 9/22/2026
Expires: 12/21/2026
Proposal: NE_WAVE003 v2

Quotation to:

Waverly, NE
Waverly Fire & Rescue

Project:

G2 Fire Station Alerting System

One (1) Station System

Honeywell International Inc. holds a competitively awarded contract with Sourcewell (Contract No. 121024-HNY), which enables eligible Sourcewell members to purchase the Phoenix G2 Fire Station Alerting System in accordance with contract terms and pricing.

Waverly Fire & Rescue is a member: 136682

Todd Soong
Sr. Territory Manager
(636)-399-5818
(602)-687-1730
Todd.Soong@honeywell.com
stationalerting.com

Installation Included

This proposal is subject to correction for errors or omissions

Responsibility for identifying any errors or omissions in this quote rests with the Customer prior to order placement.

10/1/2026 Pricing

US DIGITAL DESIGNS
by Honeywell

Date: 9/22/2026
Expires: 12/21/2026
Proposal: NE_WAVE003 v2

Quote Submitted To:
Waverly, NE
Waverly Fire & Rescue

STATION 01

USDD Design Referenced:
USDD.NE_WAVE.FS01.FSA.2026.08.27

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	$ 1,655.00	$ 1,489.50	$ 1,489.50
G2-APP-DLA	G2 Mobile FSAS App	24	$ 15.00	$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	$ 25,532.00	$ 22,978.80	$ 22,978.80
ATX-E	Rack Mount Ears for ATX or EXP	1	$ 82.00	$ 73.80	$ 73.80
UPS-STD	ATX UPS, Standard	1	$ 1,101.00	$ 990.90	$ 990.90
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	$ 84.00	$ 75.60	$ 75.60

STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	4	$ 1,178.00	$ 1,060.20	$ 4,240.80
IOR	G2 I/O Remote	1	$ 1,744.00	$ 1,569.60	$ 1,569.60
PB-B	Push Button, Standard (Black)	3	$ 139.00	$ 125.10	$ 375.30
PB-R	Push Button, Emergency (Red)	1	$ 139.00	$ 125.10	$ 125.10
MR-2	G2 Message Remote 2	2	$ 1,878.00	$ 1,690.20	$ 3,380.40
RR-2	G2 Room Remote 2	2	$ 2,494.00	$ 2,244.60	$ 4,489.20
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	18	$ 412.00	$ 370.80	$ 6,674.40
SPK-LED-SM	G2 Speaker - LED Illuminated, Surface Mount (Metal Box)	1	$ 477.00	$ 429.30	$ 429.30
SPK-OAS	G2 Speaker - OmniAlertStrobe	2	$ 1,687.00	$ 1,518.30	$ 3,036.60
SPK-STD-FM	Speaker - Standard, Flush Mount	15	$ 146.00	$ 131.40	$ 1,971.00
SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box)	3	$ 169.00	$ 152.10	$ 456.30
SPK-W-SM	Speaker - Weatherized, Surface Mount	1	$ 400.00	$ 360.00	$ 360.00
STR-2	G2 Strobe Light / Red LED	1	$ 729.00	$ 656.10	$ 656.10

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation	1	$ 47,680.63	$ 47,680.63	$ 47,680.63
ST-SU	Station Configuration & Commissioning	1	$ 3,176.00	$ 2,858.40	$ 2,858.40
ST-PM	Station Project Management	1	$ 1,782.00	$ 1,603.80	$ 1,603.80
ST-ES	Station Engineering & Design Services	1	$ 908.00	$ 817.20	$ 817.20
ST-NCPM	New Construction Project Management	1	$ 5,250.00	$ 4,725.00	$ 4,725.00
FREIGHT-CHARGES	Shipping	1	$ 1,257.00	$ 1,257.00	$ 1,257.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	**[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase** Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	$ 5,930.30	$ 5,337.27	No Charge

STATION 01	
Equipment Only:	$ 53,372.70

System:	$ 111,057.73
Shipping:	$ 1,257.00
Service & Support:	$ -
Estimated Tax:	$ -
Station Subtotal:	$ 112,314.73

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS
by Honeywell

US DIGITAL DESIGNS
by Honeywell

Date: 9/22/2026
Expires: 12/21/2026
Proposal: NE_WAVE003 v2

Quote Submitted To:
Waverly, NE
Waverly Fire & Rescue

G2 FSA SYSTEM TRAINING

G2 FSA SYSTEM TRAINING

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TRA-STA-O	**Training - Station-Level Configuration and Equipment Usage - On-Site** (4 Hours)	1	$ 5,522.00	$ 4,969.80	$ 4,969.80

Estimated Tax:	$	-
G2 FSAS System Training:	$	4,969.80
G2 FSAS System Training Subtotal:	$	4,969.80

US DIGITAL DESIGNS
by Honeywell

US DIGITAL DESIGNS
by Honeywell

Date: 9/22/2026
Expires: 12/21/2026
Proposal: NE_WAVE003 v2

Quote Submitted To:
Waverly, NE
Waverly Fire & Rescue

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $USD]

STATION 01 SYSTEM:	$	112,314.73
STATION 01 SERVICE & SUPPORT:	$	-
STATION 01 ESTIMATED TAX:	$	-
G2 FSA SYSTEM TRAINING:	$	4,969.80
G2 FSA SYSTEM TRAINING ESTIMATED TAX:	$	-

Notes: One (1) Station System and Station-Level Configuration and Equipment Usage Training included in this proposal with installation included.

US Digital Designs System Total:	**$**	**117,284.53**

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement.

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Dispatch training is not included in this proposal. Contact your Regional Territory Manager to schedule additional training if needed.

TERMS AND CONDITIONS OF HONEYWELL PRODUCT SALES

These terms and conditions of sale ("Terms and Conditions") are adopted effective January 1, 2023 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by Honeywell International Inc., through its US Digital Designs group ("Honeywell"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for Honeywell Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by Honeywell and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order.

1.1 **No Returns.** Because of the nature of System and its Products, Honeywell cannot accept returns of Product for refund, credit, exchange or any other purpose. Notwithstanding, defective Products may be returned as provided for under Section 9.4 – Return Material Authorization Process. Customer must thoroughly assess its requirements and specifications prior to ordering.

2. **REMITTANCES**. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by Honeywell.

3. **QUOTE PRICING**. This proposal expires 90 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

4. **PAYMENT**.

4.1. **Invoicing & Payment**. Honeywell reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, Honeywell shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse Honeywell for any and all reasonable attorneys' fees and costs which are incurred by Honeywell in the collection of amounts due and payable hereunder.

4.2. **Payment Disputes**. Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.

4.3. **No Set Off**. Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

4.4. **Credit Card Payments**. All Honeywell quotes are developed for the Customer with the understanding that any purchase of the Products listed thereon will facilitated using to Honeywell's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

5. **SURCHARGES.**

5.1. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

5.2. Honeywell will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

6. **CANCELLATION AND SUSPENSION**. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Honeywell for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by Honeywell related to the Order.

7. **TAXES**. Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Honeywell is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse Honeywell for any such payments made by Honeywell.

8. **SHIPPING/DELIVERY/RISK OF LOSS.**

8.1. **Delivery Liability**. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

8.1.1. Inspection upon Receipt. The Customer must inspect all shipments upon receipt. Any claims for damage, loss, or shortages must be submitted within 10 calendar days of receipt. Honeywell will not be responsible for claims made after this 10-day period.

8.2. **Future Delivery and Repricing**. Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Honeywell will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, Honeywell may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the Honeywell Products included in the Order. Honeywell will include any repricing in its final invoice related to the Order.

8.3. **Storage Fees**. If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay Honeywell a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. Honeywell will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

8.4. **Title & Risk of Loss**. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all shipments (except that Honeywell is responsible for obtaining any export license), and (ii) F.O.B. Honeywell Dock for all domestic shipments. For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Honeywell shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

9. **LIMITED WARRANTY**. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

9.1 **Product Warranty Terms**

9.1.1. If Customer is purchasing a new System, i.e., the initial System for Customer, or for a new Dispatch System or Station System. subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from Customer's "Commissioning Date" ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. For purposes of subparagraph, "Commissioning Date" shall mean means the date on which an authorized Honeywell technician has inspected and approved installations, confirmed that all connections and start-up configurations are properly working, and confirming the System can send and receive alerts through the configured communication pathways.

9.1.2. If Customer is purchasing Products or services to add to or as replacement Products for an existing System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products for 12 months from the day of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. **Product Defects**. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by Honeywell, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Parts provided by Honeywell in fulfillment of its warranty obligation must be used in the same Honeywell Fire Station Alerting System for which the warranty claim is made.

9.3. **Procedure for Warranty Claim**s.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at https://buildings.honeywell.com/us/en/brands/our-brands/usdd. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

9.3.2. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

9.4. **Return Material Authorization Process**. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

9.5. **No Fault Found**. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, Honeywell shall invoice Customer for the full market value of the replacement Product.

9.6. **WARRANTY EXCLUSIONS & DISCLAIMERS.**

9.6.1. Honeywell does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. Honeywell further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. Honeywell does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, Honeywell will be unable to warrant or support the Products unless Honeywell has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations

9.6.3. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. Honeywell cannot warrant nor support any system not using Honeywell-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-Honeywell products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of Honeywell's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

9.6.6. The System is designed to generate and transmit signal-based outputs solely to supported third-party integrations (e.g., gas shut-off systems, apparatus bay doors, and similar connected equipment).

9.6.7. Customer acknowledges and agrees that the System's functionality is strictly limited to the initiation and transmission of such signals. The System does not control, monitor, verify, or guarantee the execution, performance, or outcome of any action by third-party systems, devices, or integrations.

9.6.8. USDD by Honeywell warrants and supports only the transmission of signals from the System itself. Any actions taken (or not taken) by third-party systems in response to such signals are outside of USDD by Honeywell's control and responsibility.

9.6.9. USDD by Honeywell shall have no responsibility or liability for:
- The failure, delay, malfunction, or improper operation of any third-party system or device;
- Any damages or losses arising from the actions or inactions of third-party integrations;
- Any uses of the System beyond its intended signal-transmission function.

9.6.10. All other functions, uses, or integrations not expressly supported by the System are outside the scope of this Agreement and are not warranted or supported in any manner.

10. **LIMITATIONS OF LIABILITY**. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

11. **SERVICE AGREEMENT**. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between Honeywell and Customer. Honeywell offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact Honeywell regarding its Service Agreement and costs associated therewith.

12. **SOFTWARE PRODUCTS**. All software Products delivered by Honeywell to Customer or for which Honeywell provides access, including, without limitation, Honeywell's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by Honeywell and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Honeywell with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

13. **INTELLECTUAL PROPERTY**: Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of Honeywell related to Honeywell's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

14. **FIRST ARRIVING MOBILE APP.** If Customer wishes to use its First Arriving Mobile App ("First Arriving") with the System being acquired from Honeywell, Customer agrees to the following:

14.1 Customer acknowledges that it bears full responsibility for complying with applicable law and regulations, including all privacy requirements, and for providing any required notices and obtaining all required consents in order for Honeywell to transmit alert to First Arriving. Customer also acknowledges that Honeywell bears no responsibility for any service failure by First Arriving, nor is Honeywell responsible for supporting First Arriving's services or platform. Honeywell is offering to transmit alerts that are transmitted through its Honeywell service to First Arriving merely as a courtesy to Customer.

14.2 IN NO EVENT SHALL HONEYWELL BE LIABLE TO CUSTOMER FOR ANY CLAIMS, WHETHER ARISING FROM ANY INDEMNIFICATION OBLIGATION HONEYWELL MAY HAVE OR THAT ARISE FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHEWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDEIRECT, CONSEQUETIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) THAT RELATE TO OR ARISE OUT OF HONEYWELL'S TRANSMISSION OF ALERTS TO FIRST ARRIVING. FURTHER HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH ITS TRANSMISSION OF ALERTS TO FIRST ARRIVING WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL IN ORDER FOR HONEYWELL TO TRANSMIT ALERTS TO FIRST ARRIVING OR $100.

15 **REMOTE ACCESS TO THE SYSTEM.**

15.1 **Remote Access**. Honeywell requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide Honeywell support personnel VPN or similar remote network access to the Products for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. Honeywell will only access Customer's Products with the knowledge and consent of Customer. Honeywell will not access any other systems or data.

15.2. **Alternative to Network Access**. If the Customer elects not to provide remote network access to the Products, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.

15.3. **Timely Access**. Customers much ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

15.4. **Physical Security Tokens**. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens, this may delay after hours service.

16. **GOVERNING LAW**. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

17. **DISPUTE RESOLUTION/ARBITRATION**. Before either Honeywell or Customer initiate any dispute resolution process related to the Agreement, they must schedule an executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then Honeywell and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by litigation with jurisdiction being Maricopa County, Arizona.

18. **FORCE MAJEURE**. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling its Order.

19. **ACCEPTANCE OF TERMS**. This proposal shall become a binding contract between the Customer and Honeywell when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to Honeywell for any of the goods or services herein described shall constitute acceptance.

19.1 **CUSTOMER CAUSED DELAYS.** If the Products and/or Services purchased by Customer hereunder are part of a new system or station implementation project (the "Project"), Honeywell and Customer shall mutually develop a project schedule or timetable ("Project Schedule"). Each party shall use commercially reasonable efforts to perform its obligations in accordance with the Project Schedule, subject to adjustments for reasonable changes or unforeseen events.

Honeywell shall not be liable for any delay, increased cost, or failure to perform to the extent caused by: (i) delays in obtaining parts, materials, equipment, services, or software from any Customer designated supplier; (ii) Customer's failure to timely provide required information, approvals, access, or resources; or (iii) any other act, omission, or circumstance caused by or within the reasonable control of Customer (each, a "Customer Caused Delay").

If a Customer Caused Delay occurs, Honeywell shall be entitled to equitable adjustments to the price, delivery dates, milestones, and any other affected terms to account for increased costs, delays, or other adverse impacts incurred by Honeywell. Such adjustments may include, without limitation: (a) increases in material or component costs required to complete the Project; (b) costs associated with buy out or long lead items, including additional costs due to currency exchange rate fluctuations; (c) increases in labor, mobilization, or installation costs; and (d) costs associated with pre building, warehousing, storage, handling, insurance, or preservation of equipment, at Honeywell's discretion.

If performance of the Project is delayed for a cumulative period exceeding six (6) months beyond the scheduled Project completion date due to Customer Caused Delays, Honeywell may, upon written notice to Customer, (i) suspend performance of the affected Products and/or Services until such delays are remedied, (ii) invoice Customer for reasonable costs incurred as a result of the suspension, and/or (iii) require renegotiation of pricing, schedule, and other affected terms as a condition to resuming performance.

Further, if either (a) the Project is not completed within six (6) months of the scheduled Project completion date due to Customer Caused Delays, or (b) Honeywell and Customer have not mutually agreed upon the required adjustments to price, delivery dates, and other affected terms within sixty (60) days following the expiration or continuation of such delays, Honeywell may, upon written notice, terminate or cancel any affected outstanding Customer Orders, in whole or in part, without liability. Such termination shall be without prejudice to Honeywell's right to recover amounts due for Products delivered, Services performed, and any reasonable costs incurred as a result of the Customer Caused Delay, including demobilization, storage, and restart costs.

22. **NO JOINT VENTURE**. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 1, 2026 ("Effective Date") between City of Waverly ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

City of Waverly On-Call GIS Assistance ("Project").

JEO Project Number: 200953.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit C.

ARTICLE 3 - Compensation

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit C.

B. The Standard Hourly Rates Schedule (Exhibit B) shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – Rate Table List
Exhibit C – General Conditions

5.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Waverly	**Engineer:** JEO Consulting Group, Inc.
	Michael Frates
By: Abbey Pascoe	By: Michael Frates
Title: Mayor	Title: Senior GIS Analyst, GISP
Date Signed:	Date Signed: 09/24/26
Address for giving notices:	Address for giving notices:
City of Waverly 14130 Lancashire St Waverly, Nebraska 68462	JEO Consulting Group, Inc. 11213 Davenport Street, Suite 200 Omaha, Nebraska 68154

CITY OF WAVERLY
ON-CALL GIS ASSISTANCE

PROJECT UNDERSTANDING:
Assist City of Waverly with all GIS-related activities and empower the City to manage their own GIS.

SCOPE OF SERVICES:

1. **ON-CALL GIS ASSISTANCE:**
    1.1. Included, but not limited to:
        a. Technical support
        b. Online or in-person training
        c. GIS data schema review and development for current and future projects
        d. Web map, web application, and mobile application development
        e. Create new GIS assets
        f. Update or modify existing GIS assets
        g. Survey assets

2. **FEE:**
    2.1. The cost to provide the services (item 1) will be an hourly rate.
    2.2. The cost includes Engineer's billable time and overhead expenses including telephone calls, copying, postage, and travel that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided on a billable time basis in accordance with the Standard Hourly Rates Schedule (Exhibit B), only with prior approval (amendment to agreement).

3. **PAYMENT:**
    3.1. We will invoice you monthly for work completed to-date. Payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0% per month).

4. **TIME FRAME:**
    4.1. The project commenced September 1, 2026 and will continue until terminated by either the Owner or Engineer after giving thirty (30) days written notice to the other party.

5. **OWNER RESPONSIBILITY:**
    5.1. The Owner must provide the following information to JEO:
        a. Provide a room and/or location for all meetings and training throughout the project.
        b. Access to Owner ArcGIS Online organization and GIS data.

6. **GENERAL CONDITIONS:**
    6.1. JEO's general conditions are attached as Exhibit C.

Exhibit B

CITY OF WAVERLY
ON-CALL GIS ASSISTANCE (200953.01)
STANDARD HOURLY RATES SCHEDULE
PROJECT MANAGER: MIKE FRATES

GIS Services On-Call Item / Position	Rate ($ USD)
Technical support (1.1.a)	
Online or in-person training (1.1.b)	
GIS data schema review and development for current and future projects (1.1.c)	
Web map, web application, and mobile application development (1.1.d)	
Create new GIS assets (1.1.e)	
Update or modify existing GIS assets (1.1.f)	
Senior GIS Analyst	$175.00
GIS Specialist	$120.00
GIS Technician	$100.00
Survey assets (1.1.g)	
Licensed Surveyor	$150.00

Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. Any additional services beyond the Scope of Services will be provided on a billable time basis in accordance with the Standard Hourly Rates Schedule, only with prior approval (amendment to agreement).

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify

and defend JEO for any claims that may arise out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory
b. Employer's Liability
  i. Each Accident: $500,000
  ii. Disease, Policy Limit: $500,000
  iii. Disease, Each Employee: $500,000
c. General Liability
  i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
  ii. General Aggregate: $2,000,000
d. Auto Liability
  i. Combined Single: $1,000,000
e. Excess or Umbrella Liability
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $1,000,000
f. Professional Liability:
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment

from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

S A L E S O R D E R

SMALL ENGINE SPECIALISTS
5101 N. 57th Street
Lincoln, NE 68507 USA
Phone #: (402)466-2000
Fax #: (402)466-4005

PHONE #: **(402)786-2312**
CELL #: **(308)280-0338**
ALT. #:
P.O.#:
TERMS: **Net 15th EOM**
SALES TYPE: **Sales Order**
CP: **BRIAN B.**
SALES REP: **BRIAN B.**

DATE: **8/17/2026**
ORDER #: **1252489**
CUSTOMER #: **24099**
LOCATION: **1**
STATUS: **Active**

BILL TO 24099

CITY OF WAVERLY
14130 LANCASHIRE STREET
PO BOX 427
WAVERLY, NE 68462

SHIP TO

CITY OF WAVERLY
14130 LANCASHIRE STREET
PO BOX 427
WAVERLY, NE 68462

Parks
new mower

MFR	PRODUCT NUMBER	DESCRIPTION	ORD	SOLD	B/O	PRICE	NET	TOTAL
EXM	LZS80TDYM724WO	LAZER Z DIESEL W/25HP YANMAR	1		0	$29,525.00	$22,879.00	$22,879.00
	S/N:	421208502						
		bid pricing						
EXM	126-8680	COLLECTION SYSTEM (DIESEL UNITS)	1		0	$4,199.00	$3,359.00	$3,359.00
	S/N:	418995376						
EXM	126-8677	COMPLETING KIT	1		0	$439.00	$351.00	$351.00

Thank you for your business!
Special orders must be paid in advance and are subject to a 25% restocking fee.
No return on electrical items.

Exempt ID:CATEGOR

SUBTOTAL:	**$26,589.00**
TAX:	**$0.00**
ORDER TOTAL:	**$26,589.00**
BALANCE REMAINING:	**$26,589.00**

Picked Up By: _____

Quote # 1 Small Engine Specialists – 60 in GAS

Small Engine Specialists

Prepared For

CITY OF WAVERLY
,
scottdmann51@gmail.com

Prepared By

Brian Baack
Small Engine Specialists (#403107)
5101 N 57th St
Lincoln, NE 68507
4024662000
bbaacksengines@hotmail.com

Quote # **1095118**
Quote Type **Bid**
Created On
6/8/2026

Equipment	CSP	Price	Quantity	Extended Price
Lazer Z X-Series 27 HP* Kaw FX850V w/60" UltraCut Series 6 Deck, Adapt, Susp Seat & Wide Semi-Pneum	$17,699.00	$14,159.00	1	$14,159.00
COLLECTION SYSTEM-ULTRAVAC, QD-11BU [LZ]	$4,799.00	$3,839.00	1	$3,839.00
KIT,UV DRIVE 606,[14 SPLINE PULLEY]	$303.00	$242.00	1	$242.00
		Equipment Total		$18,240.00
		Sales Tax (0.000 %)		$0.00
Notes		Total		$18,240.00

Prices subject to change.
Prices shown are in USD.

Quote # 2 Small Engine Specialists – 72 in GAS

Small Engine Specialists

Prepared For

the city of wavery
,
scottdmann51@gmail.com

Prepared By

Brian Baack
Small Engine Specialists (#403107)
5101 N 57th St
Lincoln, NE 68507
4024662000
bbaacksengines@hotmail.com

Quote # **1095151**
Quote Type **Fleet**
Created On
6/8/2026

Equipment	CSP	Price	Quantity	Extended Fleet Points	Extended Price
Lazer Z X-Series 31 HP* Kaw FX921V w/ 72" UltraCut Series 6 Deck, Adapt & Wide Semi-Pneum Tires	$19,899.00	$16,914.00	1	4.0	$16,914.00
COLLECTION SYSTEM-ULTRAVAC, QD-11BU [LZ]	$4,799.00	$4,079.00	1	3.0	$4,079.00
KIT,UV DRIVE 726,[14 SPLINE PULLEY]	$337.00	$286.00	1	0.0	$286.00
			Total Fleet Points		7.0
			Equipment Total		$21,279.00
			Sales Tax (0.000 %)		$0.00
Notes			Total		$21,279.00

Prices subject to change.
Prices shown are in USD.

Quote # 3 Small Engine Specialists – 60 in DIESEL

Small Engine Specialists

Prepared For

the city of waverly
,
scottdmann51@gmail.com

Prepared By

Brian Baack
Small Engine Specialists (#403107)
5101 N 57th St
Lincoln, NE 68507
4024662000
bbaacksengines@hotmail.com

Quote # **1095152**
Quote Type **Bid**
Created On
6/8/2026

Equipment	CSP	Price	Quantity	Extended Price
Lazer Z Diesel 25 HP** Yanmar 3TNV80FT Diesel w/ 60" UltraCut Series 4 Deck, Susp Seat & 15" Semi-Pneum Tires	$28,099.00	$22,479.00	1	$22,479.00
KIT,UV DRIVE 604 SPLINED	$599.00	$479.00	1	$479.00
COLLECTION SYSTEM-ULTRAVAC, QD-11BU [LZ]	$4,799.00	$3,839.00	1	$3,839.00

Equipment Total	$26,797.00
Sales Tax (7.250 %)	$1,942.78
Total	$28,739.78

Notes

Prices subject to change.
Prices shown are in USD.

Quote # 4 Small Engine Specialists – 72 in DIESEL

Small Engine Specialists

Prepared For

THE CITY OF WAVERLY
,
scottdmann51@gmail.com

Prepared By

Brian Baack
Small Engine Specialists (#403107)
5101 N 57th St
Lincoln, NE 68507
4024662000
bbaacksengines@hotmail.com

Quote # **1095155**
Quote Type **Bid**
Created On
6/8/2026

Equipment	CSP	Price	Quantity	Extended Price
Lazer Z Diesel 25 HP** Yanmar 3TNV80FT Diesel w/ 72" UltraCut Series 4 Deck, Susp Seat & 15" Semi-Pneum Tires	$28,599.00	$22,879.00	1	$22,879.00
KIT, UV DRIVE 724 SPLINED 920,000 +	$509.00	$407.00	1	$407.00
COLLECTION SYSTEM-ULTRAVAC, 3 BAG [LZ]	$4,299.00	$3,439.00	1	$3,439.00

Equipment Total	$26,725.00
Sales Tax (0.000 %)	$0.00
Total	$26,725.00

Notes

Prices subject to change.
Prices shown are in USD.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Wyatt Marvin
AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028
Work Phone: 4023324967
Cell Phone: 4023147011
Email: wmarvin@akrs.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Wyatt Marvin

AKRS Equipment Solutions

15151 South Highway 31 Gretna, NE 68028

Prepared For

CITY OF WAVERLY

14130 LANCASHIRE ST

WAVERLY, NE 684621131

(402) 786-2312

PARKRECDIRECTOR@CITYWAVERLY.COM

Prepared By

Wyatt Marvin

AKRS Equipment Solutions

15151 South Highway 31

Gretna, NE 68028

4023324967

wmarvin@akrs.com

Quote Id 1996694

Creation Date 28-Apr-2026

Expiration Date 28-May-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
Z950R ZTrak with 60" Deck and Pneumatic Tires **Contract:** NE NASPO Ground Maint Equip 16093 OC (PG 26 CG 22) **Price Effective Date:** 26-Apr-2026	**$18,549.00**	**$14,282.73**	**1**	**$14,282.73**
Z950R ZTrak with 60" Deck and Tweels **Contract:** NE NASPO Ground Maint Equip 16093 OC (PG 26 CG 22) **Price Effective Date:** 26-Apr-2026	**$19,997.00**	**$15,397.69**	**1**	**$15,397.69**
Z950R ZTrak with 72" Deck and Tweels **Contract:** NE NASPO Ground Maint Equip 16093 OC (PG 26 CG 22) **Price Effective Date:** 26-Apr-2026	**$20,747.00**	**$15,975.19**	**1**	**$15,975.19**
341-L (90-gal.) PWM rate-control sprayer **Contract:** Open Market **Price Effective Date:** 04-May-2026	**$5,999.99**	**$5,999.99**	**1**	**$5,999.99**
Equipment Total				**$51,655.60**

Trade In Summary	Extended
2022 John Deere Z930R - 1TC930RCPNT100181	**$2,000.00**
Final Trade Allowance	$2,000.00

Salesperson : X _____ **Accepted By : X** _____

2022 John Deere Z950R - 1TC950RDCNT100357	**$4,000.00**
Final Trade Allowance	$4,000.00
Total For Trades	**$6,000.00**
Trade In Total	**$6,000.00**

Quote Summary	
Total Selling Price	$51,655.60
Total Trade-In Allowance	($6,000.00)
Trade Difference	$45,655.60
Sub-total	**$45,655.60**
Balance Due	**$45,655.60**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1996694

Customer CITY OF WAVERLY

Z950R ZTrak with 60" Deck and Pneumatic Tires

QTY In Group : 1

Hours	- - -	Suggested List
Serial Number	- - -	$18,549.00
Stock Number	- - -	Selling Price
Contract	NE NASPO Ground Maint Equip 16093 OC (PG 26 CG 22)	$14,282.73
Price Effective Date	26-Apr-2026	Discount Amount
PUK Parent Serial #		($4,266.27)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2197TC	Z950R ZTrak	1	$18,549.00	23.0%	($4,266.27)	$14,282.73

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1504	60 In. Side Discharge Mower Deck	1	$0.00	23.0%	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$0.00	23.0%	$0.00	$0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$18,549.00**		**($4,266.27)**	**$14,282.73**
Selling Price Subtotal						**$14,282.73**
Total Selling Price			**$18,549.00**		**($4,266.27)**	**$14,282.73**

AKRS EQUIPMENT

JOHN DEERE

Z950R ZTrak with 60" Deck and Tweels

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	NE NASPO Ground Maint Equip 16093 OC (PG 26 CG 22)
Price Effective Date	26-Apr-2026
PUK Parent Serial #	

Suggested List
$19,997.00
Selling Price
$15,397.69
Discount Amount
($4,599.31)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2197TC	Z950R ZTrak	1	$18,549.00	23.0%	($4,266.27)	$14,282.73

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1504	60 In. Side Discharge Mower Deck	1	$0.00	23.0%	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$0.00	23.0%	$0.00	$0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	$1,448.00	23.0%	($333.04)	$1,114.96
Total Base / Options			**$19,997.00**		**($4,599.31)**	**$15,397.69**
Selling Price Subtotal						**$15,397.69**
Total Selling Price			**$19,997.00**		**($4,599.31)**	**$15,397.69**

AKRS EQUIPMENT

JOHN DEERE

Z950R ZTrak with 72" Deck and Tweels

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	NE NASPO Ground Maint Equip 16093 OC (PG 26 CG 22)
Price Effective Date	26-Apr-2026
PUK Parent Serial #	

Suggested List
$20,747.00
Selling Price
$15,975.19
Discount Amount
($4,771.81)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2197TC	Z950R ZTrak	1	$18,549.00	23.0%	($4,266.27)	$14,282.73

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1506	72 In. Side Discharge Mower Deck	1	$750.00	23.0%	($172.50)	$577.50
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$0.00	23.0%	$0.00	$0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	$1,448.00	23.0%	($333.04)	$1,114.96
Total Base / Options			**$20,747.00**		**($4,771.81)**	**$15,975.19**
Selling Price Subtotal						**$15,975.19**
Total Selling Price			**$20,747.00**		**($4,771.81)**	**$15,975.19**

AKRS EQUIPMENT

JOHN DEERE

341-L (90-gal.) PWM rate-control sprayer

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	Open Market
Price Effective Date	04-May-2026
PUK Parent Serial #	- - -

Suggested List
$5,999.99
Selling Price
$5,999.99
Discount Amount
$0.00

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
LP84477	341-L (90-gal.) PWM rate-control sprayer	1	$5,499.99	0.0%	$0.00	$5,499.99
Total Base / Options			**$5,499.99**		**$0.00**	**$5,499.99**

Other Charges

Description	List Price
install	$500.00
Total Adjustments	**$500.00**
Selling Price Subtotal	**$5,999.99**
Total Selling Price	**$5,999.99**	**$0.00**	**$5,999.99**

Trade-Ins

2022 John Deere Z930R

Trade-In Notes	- - -
Serial Number	1TC930RCPNT100181
Stock Number	
Hour Meter	1860.0

Description	Net Trade Value
2022 John Deere Z930R	$2,000.00

Pay Off	$0.00
Total	**$2,000.00**

Factory Build Codes

Code	Description	Code	Description
2183TC	Z930R ZTrak	001A	United States/Canada
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1504	60 In. Side Discharge Mower Deck
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)		

2022 John Deere Z950R

Trade-In Notes	- - -
Serial Number	1TC950RDCNT100357
Stock Number	
Hour Meter	1150.0

Description	Net Trade Value
2022 John Deere Z950R	$4,000.00

Pay Off	$0.00
Total	**$4,000.00**

Factory Build Codes

Code	Description	Code	Description
2194TC	Z950R ZTrak	001A	United States/Canada
1506	72 In. Side Discharge Mower Deck	1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks

2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)

Stephanie Fisher

From: Clayton Hufford
Sent: Tuesday, October 13, 2026 11:38 AM
To: Stephanie Fisher
Cc: Megan Frye
Subject: Re: Mower options
Attachments: Small engine specialist diesel warranty.pdf

Stephanie,

We chose the Small Engine Specialist mower for four main reasons:

- **Diesel engine.** Diesel engines last longer, so we expect to get more years out of each mower.
- **Warranty.** Exmark offers a longer warranty of 5 years or 2,000 hours.
- **Bagging attachment.** Exmark was the only brand with a bagging attachment, so we can collect leaves and grass clippings for our compost pile.
- **Customer service.** Scott has seen service from AKRS decline. Repairs on equipment under warranty have often multiple weeks, they haven't explained clearly what was wrong or what they fixed, and several times the same problem came back within one to two weeks of service. We have experienced better service from Small Engine Specialist when we have had questions or taken some of our current equipment in for repairs.

Because these mowers should last longer, we'll be able to go several years between purchases instead of replacing mowers every 2–3 years. That frees up budget for other needs.

The reason for the difference in price is that he had quoted the wrong kit for this mower sending us a completing kit this time and not the splined kit like in the May quote. Then they had reduced the price on the collection system since we got the quote back in May, so those are the two things for the $200 price difference.

Thank you,

Clayton Hufford
PARKS & REC DIRECTOR

Waverly
Parks & Recreation

m: 402.613.8707
o: 402.786.2312 ext.103
w: www.citywaverly.com

PARTS ESTIMATE

ESTIMATE #:	EST12602
CUSTOMER PO:	
SALES REP:	E095495 Bradley Pfeiffer
DATE:	10/6/2026
EXPIRES:	11/5/2026
ESTIMATE TOTAL:	**4,641.00**

LOCATION:
Delafield
350 Austin Circle
Delafield WI 53018 US

BILL TO:

Waverly NE, City of Fire Department
PO Box 427
Waverly NE 68462
United States

SHIP TO:

Waverly NE, City of Fire Department
PO Box 427
Waverly NE 68462
United States

OFFICE PHONE: (402) 786-2312

EMAIL:
UTILITYCLERK@CITYWAVERLY.COM

CONTACT INFO:

Name:CUST09982 Waverly NE, City of Fire Department : Robin Hoffman **Email:**firechief@citywaverly.com

SHIPPING METHOD:

PART #	DESCRIPTION	UOM	QTY	PRICE	EXT. PRICE
MSA-10148741-SP	Battery Pack, G1, Rechargeable	Ea	6	585.00	3,510.00
MSA-10158385	KIT, CHARGING STATION, G1	Ea	1	1,131.00	1,131.00

CUSTOMER MEMO:

****Shipping and Handling are not included in the pricing****

TOTAL PARTS:	$4,641.00
OTHER CHARGES:	$0.00
DISCOUNT AMOUNT:	0.00
SUBTOTAL:	4,641.00
TAX TOTAL:	$0.00
SHIPPING TOTAL:	0.00
HANDLING TOTAL:	0.00
ESTIMATE TOTAL:	$ 4,641.00

Proposal 26063-2

Issue Date October 2, 2026
Expires November 1, 2026

PREPARED BY
Garrett J Beeck
Beeck Electrical Services
(402) 525-7092
garrett@beeckelectricalservicesllc.com
9200 Heritage Lakes Dr Apt 117, Lincoln, NE 68526, USA

PREPARED FOR
Abbey Pascoe
Mayor of Waverly
Publicworksdirector@citywaverly.com

PROPOSAL DETAILS

N 148th and Heywood streets RRFB Electrical Installation

N 148th Street and Heywood Street, located on the south side of the intersection of N 148th Street.

Beeck Electrical Services LLC will provide the labor and electrical materials required to install and connect the customer-supplied RRFB crosswalk signal system in accordance with the provided project plans.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Labor			$1,866.66
Electrical Contractor	16 Hours	$83.33	$1,333.33
Apprentice Electrician	16 Hours	$33.33	$533.33
Material			$5,402.76
Breaker	1 Each	$21.33	$21.33
#6 THHN stranded	127 Linear Feet	$1.49	$189.65
#8 THHN stranded	127 Linear Feet	$0.97	$123.61
Quazite PG2436HA0046 Cover Bd Hd 24X36X3/Hw-Traffic Signal	2 Each	$978.75	$1,957.49
Quazite PG2436BA24 24 x 36 x 24 Inch Gray Polymer Concrete 22-Tier Rectangular Stackable Box	2 Each	$1,439.21	$2,878.43
Bridgeport 106-S 2" Steel Locknut	1 Each	$1.27	$1.27
Bridgeport 326 2" Rigid/IMC Conduit Bushing - Plastic	4 Each	$1.01	$4.05
Cantex 6141628 2" PVC Sch40 Coupling, Center Stop, UL/CSA	12 Each	$1.11	$13.28
2" x 10ft PVC Schedule 40 Conduit	100 Linear Feet	$1.61	$161.33
Cantex 5140108 2" PVC Sch40/80 Male Terminal Adapter, UL/CSA	6 Each	$1.59	$9.52
Cantex 5133828 2 Inch UL40 90 Degree Bend Standard Radius Elbow	6 Each	$7.13	$42.80
Subcontracts			$1,333.33
Direct Boring	1 Lump Sum	$1,333.33	$1,333.33
Trenching			$666.67

Gravel				$200.00
Trencher	1 Lump Sum	$466.67		$466.67
Permit				$66.67
Permit	1	$66.67		$66.67
			TOTAL	**$9,336.09**

Basis of Proposal

This proposal is derived from the JEO Consulting Group plans and City of Waverly bid documents. The itemized estimate provided herein defines the scope of work and associated pricing.

Inclusions

- Labor, materials, equipment, and installation as detailed in the itemized estimate.
- Electrical permits and inspections.
- Coordination with the City regarding installation requirements.
- Connection and termination of customer-supplied RRFB equipment.
- Testing and startup assistance.

Exclusions

- RRFB equipment, poles, signs, flashing beacons, push buttons, control cabinets, and other equipment supplied by the City or customer.
- Concrete pole bases and the installation or assembly of poles, signs, and RRFB equipment.
- Any work not explicitly included in the itemized estimate.
- Unforeseen underground conditions, utility conflicts, relocation of existing utilities, or repairs to existing utilities, unless specifically itemized.

Additional Work

Any work outside the defined scope of the itemized estimate, including changes requested by the owner, engineer, utility providers, or inspectors, will be classified as additional work and priced separately.

Payment Terms

Invoicing will occur upon completion of the work. Payment is due within 15 days (Net 15) from the invoice date.

The above specifications, costs, and terms are hereby accepted.

ABBEY PASCOE **DATE**