

**Mission Statement:**

The mission of Elwood Public Schools is to provide a safe environment that fosters continuous learning and prepares students for an evolving global society.

**Governing Values**

We Believe:

1. All students can learn and are given the opportunity to reach their full potential.
2. Our school provides a positive, challenging and safe environment that promotes 21st century skills.
3. Community, family and school support is vital to student success. Everyone should be treated with dignity and respect.

**April Agenda 2026**

- A. Call to order
- B. Public Comment
- C. Consent agenda
  - C.1. Minutes of Last regular meeting
  - C.2. General Financial Report
  - C.3. Activity Financial Report
- D. Monthly bills submitted- General Fund, Activity Fund, Nutrition Fund, Special Building Fund, Depreciation Fund
- E. Presentation to the Board--Beth Fisher (FCS--FCCLA).
- F. Reports
  - F.1. Administrator Reports
  - F.2. Board Committee Reports
  - F.3. Other Reports
- G. Items
  - G.1. Discuss, consider and take all necessary action to approve purchase of LED fixtures to replace Kindergarten and PreK room. (Depreciation)
  - G.2. Discuss, consider and take all necessary action to delete Policy #5029 Crisis Response Policy. Now Intentionally Left Blank. Moved to #3040 School Safety and Security. (Cleanup from previous KSB Update).
  - G.3. Discuss, consider and take all necessary action to approve **RESOLUTION OF THE BOARD OF EDUCATION TO INCREASE BASE GROWTH PERCENTAGE TO DETERMINE ITS PROPERTY TAX REQUEST AUTHORITY.**
  - G.4. Discuss, consider and take all necessary action to transfer \$10,000 to the activity fund for the purpose sending it to the Hi-Line Coop account. (Eustis-Farnam).
  - G.5. Discuss, consider and take all necessary action to review, affirm, amend, or revise Policy #3024 Booster Clubs and Parent-Teacher Organizations.
  - G.6. Discuss, consider and take all necessary action to approve Building Contract with Paulsen's Inc.
  - G.7. Discuss, consider and take all necessary action to approve updating bank signature cards and CD signature cards at Security First Bank. Ryan Shutts--Pres. Kristy Diefenbaugh--Secretary, Daren Hatch--Superintendent and removing Jeff Moore.
  - G.8. Discuss, consider and take all necessary action to declare old Pole Vault Pits as excess property. Due to the age of the mats; consider disposing of them.
  - G.9. Discuss, consider and take all necessary action to replace Applied I and II books \$3,278 (Depreciation)

- G.10. Discuss, Consider and take all necessary action to approve the amendment of the Special Building Fund budget for 2025-2026 as presented.
- H. Next regular meeting May 11, 2026 @ 7:30 pm
- I. Board ideas for next meeting.
- J. Adjournment at \_\_\_\_\_ pm

### **Opening Statement**

This meeting of the Board of Education of Elwood Public Schools is convened in open and public session on Monday, April 13, 2026 at 7:30 PM in the Elwood Public School library. Notice of this meeting was given in advance by publication in the Valley Voice and posted in at least 3 public locations. The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on top of the bookshelf on the south wall of the meeting room.

### **Copy of the Open Meeting Act:**

The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to the members of the public. The Act is posted on the South wall of the meeting room.

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK: This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 15 minutes for the presentation of all public comments. Individuals may speak only one time and must limit comments to around 5 minutes. If there are more than 3 individuals who wish to address the board, the 15 minutes will be divided equally among the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to questions or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening, hostile conduct or statements, and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

Minutes of the Meeting of the Board of Education of Elwood Public School

A meeting of the Board of Education of Elwood Public School was convened in open and public session on Monday, March 9, 2026 in the school library at the Elwood Public School, 502 First Avenue, Elwood, Nebraska. The roll was called and the following members were present or absent:

**Present:** Kristy Diefenbaugh, Daron Huyser, Bryant Knoerzer, Jeff Moore, Ryan Shutts, Mark Weissert.

Also in attendance, Mr. Jones, Dennis Seberger, Kara Brockman, Jami Gary, Patrick Ropers, Shelby Borden, Lauren Cunningham

Notice of the meeting was given in advance by publication in accordance with the Board approved method for printing notice of meetings in the Cambridge Clarion (Valley Voice). Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of agenda was communicated in the publicized notice and a copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

A. Meeting called order by Shutts at \_\_\_\_\_

Members present \_\_\_\_\_

Members absent \_\_\_\_\_

Motion to excuse absence of board member \_\_\_\_\_

Members present: Moore, Shutts, Diefenbaugh, Huyser, Weissert, Knoerzer

Absent: NONE

B. Public Comment

C. Consent agenda

C.1. Minutes of Last regular meeting; minutes of LB 399 meeting

C.2. General Financial Report

C.3. Activity Financial Report

Motion was made by Bryant Knoerzer seconded by Jeff Moore Motion to approve consent agenda.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea,

Ryan Shutts: Yea, Mark Weissert: Yea

Yea: 6, Nay: 0

D. Monthly bills submitted- General Fund, Activity Fund, Nutrition Fund, Special Building Fund, Depreciation Fund

Motion was made by Mark Weissert seconded by Jeff Moore approve the monthly bills submitted: General Fund \$357,000.85, Activity Fund \$ 9,500.93, Nutrition Fund \$8,646.79, Depreciation \$6,559.02, Special Building Fund \$182,943.17.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea

Yea: 6, Nay: 0

- E. Presentation to the Board; Jami Garey (PreK 2026-27); Speech Team Presentation  
Ms. Garey - Proposing to add one hour for 2026-27 school year. Research during 2026-2027 if 3-4 yr olds get pre-school in the morning and 4-5 yrs old get pre-K in the afternoon.  
Speech team gave their presentation. Literacy Night and Speech on March 17

- F. Reports

- F.1. Administrator Reports

**Superintendent Daren Hatch mentioned that they have been very busy with contractors and tours. It seems people are looking for work, and the warm winter has kept everyone working on projects so they are looking for jobs to fill their summer. He also said that electricians have been looking at the green bus barn for electrical bids, and the door opener bids will be on a later agenda. Superintendent Hatch also presented that the requisition season is coming up, and annual buy information will be going to teachers soon. He has been tracking LB 1219 → this bill would implement a 2% + growth hard cap with no pink postcard option, and this would limit new taxes in the future. He also reported about the April Resolution to authorize once again Base Growth Percentage to determine property tax authority. Superintendent Hatch also reported about the NRCSA Spring Conference, which will be on Thursday, March 19th in Kearney and a Special Board meeting on Tuesday, March 17th at 5:30 p.m. Principal Ryan Jones reported that evaluations have been started with teachers. He also mentioned that the end of the 3rd quarter is approaching soon and he has had discussions with students whose grades need to improve.**

**Transportation Director Dennis Seberger reported that bus #14-2 hit a deer and is in for major repairs, and Expedition #39 was in for minor repairs and is now completed. Athletic Director Patrick Ropers reported that the winter sports season has wrapped up and the coaches are already planning on things for the summer. He mentioned Hi-Line had three wrestlers who qualified for state wrestling and gave congratulations to Parker Schutz and the wrestling team for coming home with a 5th place medal.**

**Athletic Director Ropers also reported that spring sports are off and running. He mentioned the track numbers are better again this year with 18 girls and 17 boys, the boys' golf team is at 8 members, which is down from last year, and junior high track has 23 girls and 15 boys. Athletic Director Ropers also reported that the concrete pad for the pole vault pit should get started sometime in the next week and the pit will be delivered around March 23-25. He reported that football schedules are out and there are 9 games scheduled for this next year, with 4 home games for next year. He mentioned that state FFA and state Speech are coming up at the end of the month and a good amount of students will be attending for each program.**

**Superintendent Daren Hatch presented the Special Education Director report from Miss Kassie Schuett. He said they will be wrapping up the year with evaluations for both paras and certified staff members, and will also start looking at options and things for next year which may include the additions of para-educators.**

- F.2. Board Committee Reports

No Board Committee Reports

- F.3. Other Reports

- G. Items

G.1. Discuss, consider and take all necessary action to approve 2026-27 teaching contract for Kennedy Brell (5th grade).

Motion was made by Jeff Moore seconded by Bryant Knoerzer Approve Kennedy Brell's teaching contract for 2026-27.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.2. Discuss, consider and take all necessary action to approve gym floor refinishing quote.

Motion was made by Jeff Moore seconded by Daron Huyser approve JAZMAT Enterprises LLC gym floor refinishing quote.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Abstain (With Conflict)  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

G.3. Discuss, consider and take all necessary action to approve garage opener quote to be used at new bus barn.

Motion was made by Daron Huyser seconded by Mark Weissert Approve proposal from Rooster Garage Doors.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.4. Discuss, consider and take all necessary action to approve Time Management Systems (TMS). Streamlines figuring payroll, pairs with Software Unlimited.

Motion was made by Bryant Knoerzer seconded by Kristy Diefenbaugh approve Time Management Systems quote to begin keeping time cards electronically.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.5. Discuss, consider and take all necessary action to approve amendment to Superintendent Hatch's contract. Salary increase (4.04%).

Motion was made by Jeff Moore seconded by Ryan Shutts Approve amendment to Superintendent Hatch contract. Salary increase 4.04%.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.6. Discuss, consider and take all necessary action to approve salary of Principal Mr. Ryan Jones (4.25%)

Motion was made by Jeff Moore seconded by Daron Huyser approve salary increase of Principal Mr. Ryan Jones (4.25%).. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.7. Discuss, consider and take all necessary action to Special Ed Director (Kassie Schuett) salary increase (4.36%). Hybrid contract outside of negotiated agreement.

Motion was made by Mark Weissert seconded by Ryan Shutts Approve Special Ed Director (Kassie Schuett) salary increase (4.36%). Hybrid contract outside of negotiated agreement.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.8. Discuss, consider and take all necessary action to approve salary increase of Transportation Director (Dennis Seberger 4.25%). Hybrid contract outside of Negotiated Agreement

Motion was made by Jeff Moore seconded by Kristy Diefenbaugh approve salary increase of Transportation Director (Dennis Seberger 4.25%). Hybrid contract outside of Negotiated Agreement.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.9. Discuss, consider and take all necessary action to approve salary increase for Speech Language Pathologist (Bailey Irwin) 4.54%. Contract outside of Negotiated Agreement. Motion was made by Bryant Knoerzer seconded by Daron Huyser Approve Bailey Irwin's (Speech Language Pathologist) salary increase of 4.54%.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.10. Discuss, consider and take all necessary action to approve Classified Staff raises (4.24%). No new dollars, at this time, due to reduction of paras. Motion was made by Jeff Moore seconded by Mark Weissert approve classified staff/hourly employees pay raise of 4.24%. No new dollars, at this time, due to reduction of paras.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.11. Discuss, consider and take all necessary action to approve Wilkins ADP bill. Project planning, plans and bid documents. (Special Building \$27,047.26) Motion was made by Jeff Moore seconded by Ryan Shutts approve Wilkins ADP bill. Project planning, plans and bid documents. (Special Building \$27,047.26).. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

G.12. Discuss, consider and take all necessary action to approve carpet quote. 3 Rooms total. (2 rooms to ALICAP and 1 room depreciation--Mr. Loontjer). Discuss, consider and take all necessary action to approve carpet quote for damaged rooms and Mr. Loontjer's room. 3 rooms total. Motion was made by Jeff Moore seconded by Mark Weissert to approve carpet quote - Byrns flooring. 3 Rooms total. (2 rooms to ALICAP and 1 room depreciation--Mr. Loontjer).. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea,

Ryan Shutts: Yea, Mark Weissert: Yea  
Yea: 6, Nay: 0

- H. Next regular meeting Monday, April 13th, 7:30 pm @ Elwood School Library  
Coop Committee meeting Monday, March 16th, 7:00 pm @ Elwood School Library  
Special Board Meeting on March \_\_\_\_\_ ?????? @ \_\_\_\_\_ ??????? in school library.  
Special Meeting will be March 17, 2026 @ 5:30 pm

I. Board ideas for next meeting.

J. Adjournment

Motion was made by Bryant Knoerzer seconded by Daron Huyser adjourn at 8:47 pm.. After discussion and on roll call, The Board voted as follows:

The motion: Carried

Kristy Diefenbaugh: Yea, Daron Huyser: Yea, Bryant Knoerzer: Yea, Jeff Moore: Yea, Ryan

Shutts: Yea, Mark Weissert: Yea

Yea: 6, Nay: 0

Respectfully submitted,

Kristy Diefenbaugh, Recording Secretary  
Gosper County District 37-0030  
a/k/a Elwood Public School

Minutes of Special Hearing of the Board of Education of Elwood Public School which was held on March 17<sup>th</sup>, 2026 at 5:30 pm in the school library, 502 First Ave, Elwood, Nebraska. The purpose of the special public hearing was to discuss, consider and take all necessary action to approve electrician bids for property at 109 Railroad St and General contract bid for playground project and South Entry project.

Board members present: Ryan Shutts, Bryant Knoerzer, Mark Weisert, Daron Huyser, Jeff Moore and Kristy Diefenbaugh. Also present: Daren Hatch and Jacob Serich

1. President Shutts called the meeting to order at 5:30 pm and read the opening statement acknowledging the Open Meetings Act poster and stating that the hearing was open to the public.

2. Public Comment: none

3. A motion was made by Knoerzer and seconded by Diefenbaugh to approve electrician bid quote from FRAE w/conduit for the property at 109 Railroad St. Power for door openers \$3,895. After discussion and on roll call, the Board voted as follows:

Voting For: Shutts, Diefenbaugh, Knoerzer, Huyser, Weissert and Moore

Voting Against: None

The motion carried.

4. A motion was made by Diefenbaugh and seconded by Weissert to approve General Contract bid from Paulsen Inc \$608,600.00 alternates chosen includes 1a – polished concrete for South Entry \$19,800.00 and 2a – poured in place surface for Playground Project \$194,000. Total bid of project \$882,400.00. Project will be paid for out of available funds in the Special Building Fund. After discussion and on roll call, the Board voted as follows:

Voting For: Shutts, Diefenbaugh, Knoerzer, Huyser, Weissert and Moore

Voting Against: None

The motion carried.

A motion was made by Weissert and seconded by Knoerzer to adjourn the meeting at 6:08 pm. After discussion and on roll call, the Board voted as follows:

Voting For: Shutts, Diefenbaugh, Knoerzer, Huyser, Weissert and Moore

Voting Against: None

The motion carried.

The meeting was duly adjourned.

Respectfully submitted,

Kristy Diefenbaugh, Recording Secretary  
Gosper County District 37-0030  
a/k/a Elwood Public School

*General*

ELWOOD PUBLIC SCHOOLS  
FINANCIAL STATEMENT  
4/13/2026

GENERAL FUND

PINNACLE BANK BALANCE	2/27/2026	\$2,473,464.75
RECEIVED LOCAL TAX SOURCES		\$364,555.32
RECEIVED FROM STATE		\$73,517.90
RECEIVED OTHER SOURCES		\$9,162.42
TRANSFER FROM MONEY MARKET		
CHECKS VOIDED		\$0.00

TOTAL RECEIPTS AND BEGINNING BALANCE \$2,920,700.39

TRANSFER TO MONEY MARKET		\$0.00
CLAIMS PAID		\$355,033.94
TRANSFER TO OTHER FUNDS		\$0.00

TOTAL PAID OUT \$355,033.94

BALANCE	3/31/2026	\$2,518,228.95
LESS OUTSTANDING CHECKS		\$6,961.04
BALANCE ON HAND		\$2,511,267.91

GENERAL FUND MONIES IN MM		\$907,702.12
GOSPER COUNTY TREASURER BALANCE		\$112,530.96
FRONTIER COUNTY TREASURER BALANCE		\$535.95
DAWSON CO. BALANCE		\$23,844.37
checks received but not deposited		
TOTAL MONIES AVAILABLE THIS MONTH		\$3,555,881.31

*← 522,000 (24.25)*

SAVINGS ACCOUNT

Security First CD #1640 Roof and Gym		\$12,342.79
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Grand Total \$3,568,224.10

DEPRECIATION RESERVE \$479,375.60

STUDENT FEES ACCOUNT \$6,392.12

SPECIAL BUILDING FUND \$1,333,386.65

LUNCH FUND \$36,666.88

ACTIVITY FUND \$81,464.54

General Fund \$ Available
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Sept '21	\$3,560,948.71	Sept '22	\$3,726,025.49	Sept '23	\$3,722,653.06	Sept '24	\$3,894,533.17	Sept '25	\$4,051,310.96
Oct '21	\$3,584,051.94	Oct '22	\$3,567,222.97	Oct '23	\$3,615,615.82	Oct '24	\$3,748,944.04	Oct '25	\$3,831,695.00
Nov '21	\$3,254,847.80	Nov '22	\$3,297,757.22	Nov '23	\$3,386,268.43	Nov '24	\$3,495,998.64	Nov '25	\$3,539,133.75
Dec '21	\$2,965,920.32	Dec '22	\$3,033,645.89	Dec '23	\$3,128,346.68	Dec '24	\$3,221,490.91	Dec '25	\$3,211,047.00
Jan '22	\$3,391,081.29	Jan '23	\$3,532,942.11	Jan '24	\$3,487,082.00	Jan '25	\$3,437,060.00	Jan '26	\$3,275,415.89
Feb '22	\$3,364,627.06	Feb '23	\$3,512,537.23	Feb '24	\$3,643,847.45	Feb '25	\$3,815,104.83	Feb '26	\$3,708,337.73
Mar '22	\$3,266,945.79	Mar '23	\$3,416,108.75	Mar '24	\$3,563,282.38	March '25	\$3,904,905.37	Mar '26	\$3,724,833.82
April '22	\$3,316,879.00	April '23	\$3,456,990.17	April '24	\$3,579,376.28	April '25	\$4,223,405.11	April '26	\$3,568,224.10
May '22	\$3,830,622.43	May '23	\$4,008,695.37	May '24	\$4,263,015.70	May '25	\$4,500,932.61	May '26	
June '22	\$3,825,690.93	June '23	\$4,036,399.92	June '24	\$4,213,146.17	June '25	\$4,690,071.97	June '26	
July '22	\$3,797,558.64	July '23	\$3,839,080.05	July '24	\$4,044,988.27	July '25	\$4,649,530.81	July '26	
August '22	\$3,591,852.91	Aug '23	\$3,631,351.31	Aug '24	\$3,834,161.32	August '25	\$4,594,049.70	August '26	

Budget 2025-26  
As of 3/31/26

Fund	Spent	Budget	Percentage	Budget Cycle
General	\$2,724,536.61	\$5,015,458	54.3%	58%
Nutrition	\$141,892	\$340,000	41.7%	58%
Special Building	\$294,925.25	\$1,484,119	19.9%	58%
Depreciation	\$174,653.69	\$696,487	25%	58%
Activity	\$59,730.31	\$200,000	29.9%	58%
QCPUF	NO BUDGET—Transferred Funds to General 2024-2025			
Student Fee	\$0	\$13,862	0%	58%

Regular, Beginning Month 04/2026; Processing Month 04/2026; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704	FUND BALANCE	1,000.00	0.00	0.00	0.00	1,000.00
05 704 8101	FUND BALANCE FOOTBALL	3,009.71	0.00	0.00	0.00	3,009.71
05 704 8102	FUND BALANCE VOLLEYBALL	846.01	0.00	0.00	0.00	846.01
05 704 8103	FUND BALANCE GIRLS BASKETBALL	2,040.96	0.00	0.00	0.00	2,040.96
05 704 8104	FUND BALANCE BOYS BASKETBALL	201.81	0.00	0.00	0.00	201.81
05 704 8105	FUND BALANCE WRESTLING	685.39	0.00	0.00	0.00	685.39
05 704 8107	FUND BALANCE ATHLETICS & ACTIVITIES	7,231.26	455.09	0.00	0.00	6,776.17
05 704 8109	FUND BALANCE TRACK & FIELD	8,692.36	0.00	0.00	0.00	8,692.36
05 704 8111	FUND BALANCE FCCCLA	4,746.86	0.00	0.00	0.00	4,746.86
05 704 8112	FUND BALANCE SCIENCE CLUB	2,032.02	0.00	0.00	0.00	2,032.02
05 704 8113	FUND BALANCE ART	988.91	0.00	0.00	0.00	988.91
05 704 8114	FUND BALANCE ANNUAL/JOURNALISM	8,339.46	0.00	0.00	0.00	8,339.46
05 704 8115	FUND BALANCE E CLUB	(116.81)	0.00	0.00	0.00	(116.81)
05 704 8116	FUND BALANCE BAND	9,959.55	0.00	0.00	0.00	9,959.55
05 704 8117	FUND BALANCE STUDENT COUNCIL	1,373.19	0.00	0.00	0.00	1,373.19
05 704 8118	FUND BALANCE DRAMA & SPEECH	925.71	119.90	0.00	0.00	805.81
05 704 8119	FUND BALANCE CLASS OF '28	362.47	211.99	0.00	0.00	150.48
05 704 8120	FUND BALANCE CLASS OF '25	0.00	0.00	0.00	0.00	0.00
05 704 8121	FUND BALANCE CLASS OF '26	1,183.07	0.00	0.00	0.00	1,183.07
05 704 8122	FUND BALANCE CLASS OF '27	3,415.24	596.15	0.00	0.00	2,819.09
05 704 8123	FUND BALANCE EHA WELLNESS	715.60	0.00	0.00	0.00	715.60
05 704 8124	FUND BALANCE JR. HIGH TRIP FUND	36.00	0.00	0.00	0.00	36.00
05 704 8125	FUND BALANCE SHOP & AG	1,288.66	0.00	0.00	0.00	1,288.66
05 704 8126	FUND BALANCE EQUIP FUND	246.55	0.00	0.00	0.00	246.55
05 704 8127	FUND BALANCE NATIONAL HONOR SOCIETY	530.05	0.00	0.00	0.00	530.05
05 704 8129	FUND BALANCE ESPORTS GAMING CLUB	594.75	0.00	0.00	0.00	594.75
05 704 8131	FUND BALANCE ELEMENTARY/SECONDARY	707.34	0.00	0.00	0.00	707.34
05 704 8132	FUND BALANCE DANCE TEAM	1,840.26	36.90	0.00	0.00	1,803.36
05 704 8133	FUND BALANCE FFA	12,537.98	1,818.38	0.00	0.00	10,719.60
05 704 8134	FUND BALANCE CROSS COUNTRY	50.71	0.00	0.00	0.00	50.71
05 704 8135	FUND BALANCE LIBRARY	(141.22)	0.00	0.00	0.00	(141.22)
05 704 8136	FUND BALANCE STUDENT EMERGENCY	93.57	0.00	0.00	0.00	93.57
05 704 8137	FUND BALANCE SPIRIT CLUB	2,673.09	0.00	0.00	0.00	2,673.09
05 704 8138	FUND BALANCE EUROPE TRIP	0.16	0.00	0.00	0.00	0.16
05 704 8139	FUND BALANCE GOLF	1,394.91	0.00	0.00	0.00	1,394.91
05 704 8140	FUND BALANCE TEACHERS JEAN DAY	266.00	0.00	0.00	0.00	266.00

Regular, Beginning Month 04/2026; Processing Month 04/2026; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
Fund Total: 05		79,751.58	3,238.41	0.00	0.00	76,513.17

ELWOOD PUBLIC SCHOOL

4/13/2026

Vendor Name

AED AUTHORITY  
 AFLAC  
 AITAS LIFE INSURANCE CORP.  
 ENVIRONMENTAL, INC.  
 BLACK HILLS ENERGY  
 BLAZER ATHLETIC  
 BLUE CROSS BLUE SHIELD OF NEBRASKA  
 CAMAS PUBLISHING, LLC  
 CASH-WA DISTRIBUTING  
 CULLIGAN  
 DAS STATE ACCOUNTING - CENTRAL FINANCE OCIO  
 DAWSON CO PUBLIC POWER DIST  
 DISCOUNT SCHOOL SUPPLY  
 DOLLAR GENERAL-REGIONS 410526  
 EDUCATIONAL SERV UNIT 10  
 EDUCATIONAL SERVICE UNIT #9  
 EUSTIS MECHANIC SHOP LLC  
 HATCH, DAREN  
 HOMETOWN LEASING  
 HOUSE ON THE HILL B&B AND CATERING  
 JAYMAR BUSINESS FORMS, INC.  
 JENNIFER A SCHUTZ, OTR/L  
 KELLY'S SUPERMARKET  
 KSB SCHOOL LAW  
 LEXINGTON REGIONAL HEALTH CENTER  
 MID-AMERICAN RESEARCH CHEMICAL  
 NEBRASKA ASSOCIATION OF SCHOOL BOARDS  
 OMNIFY BENEFITS  
 PRINCIPAL LIFE INSURANCE COMPANY  
 REALLY GOOD STUFF LLC  
 RED BARN  
 SCHOOL SPECIALTY LLC  
 BERBERGER, DENNIS  
 INKERS PLUS  
 DENT ASSURANCE SERVICES INC  
 VILLAGE OF ELWOOD  
 WELLS FARGO CARD SERVICE  
 WOODWARD'S DISPOSAL SERVICE, INC

GENERAL FUND

Amount	
245.00	CONCIERGE PROGRAM
1,327.69	INSURANCE PREMIUM
341.16	INSURANCE PREMIUM
1,100.00	3 YEAR INSPECTION
2,446.74	GAS SUPPLY
148.65	TEACHING SUPPLY
59,410.44	INSURANCE PREMIUM
664.17	NOTICE OF MEETING/BOARD MINUTES
95.50	CUSTODIAL SUPPLY
108.51	COMMERCIAL RENTAL FEE
595.03	NETWORK SERVICE CHARGES
2,786.62	ELECTRIC BILL
754.75	TEACHING SUPPLY
35.70	CUSTODIAL/OFFICE SUPPLY
1,844.21	DEAF/VISION SERVICES MARCH
3,915.00	MARCH SPED
81.77	BUS MAINT.
164.58	MILEAGE
1,220.64	PHONE LEASE
585.00	NHS BREAKFAST
202.68	OFFICE SUPPLY
2,667.38	MARCH OT SERVICE
64.72	TEACHING SUPPLY
1,338.50	LEGAL FEES
1,223.14	MENTAL HEALTH SERVICES
2,201.26	CUSTODIAL SUPPLY
120.00	MEETING REGISTRATION
4.40	COBRA ELIGIBLE BENEFITS
1,230.98	INSURANCE PREMIUM
96.98	TEACHING SUPPLY
3,468.60	FEB & APRIL BILLING GAS
269.99	TEACHING SUPPLY
34.80	MILEAGE
129.74	GROUNDS MAINT.
629.00	STUDENT ACCIDENT INSURANCE
671.60	UTILITY BILL
1,816.73	TEACHING/SPED/GROUNDS SUPPLY SCHOOL BOARD COMPUTERS
32.50	DOCUMENT DECONSTRUCTION
	<b>FUND TOTAL</b>

94,074.16

PRE-PAID

Amount	
25.00	QUIZ BOWL
480.00	CHAD CARGILL
1,006.28	FUEL
322.13	BUILDING MAINTENANCE
218.68	ADS/NOTICE OF MEETING
317.00	SCIENCE FAIR ENTRY
35.10	LONG DISTANCE
384.00	SUBSCRIPTION
276.80	BUILDING MAINTENANCE
108.51	COMMERCIAL RENTAL
3,098.94	ELECTRIC BILL
625.78	CUSTODIAL SUPPLY
1,863.35	FEB DEAF EDUCATION
527.00	NETWORK SERVICE CHARGE
188.28	PHONE LEASE
293.69	BUS MAINTENANCE
97.46	TEACHING SUPPLY
2,507.96	MENTAL HEALTH/PT SERVICES
544.09	BUILDING REPAIR
499.98	BUILDING MAINTENANCE
895.90	BUILDING MAINTENANCE
1,413.54	CUSTODIAL SUPPLY
150.00	BOE MEETING

NEBRASKA ASSOCIATION OF SCHOOL BOARDS  
OAKLUND, KILAH  
ORKIN  
PLATTE VALLEY AUTO MART  
PRIMARY ELECTRIC  
ID FIRE PROTECTION  
BARN  
SUBSCRIPTION SERVICIES OF AMERICA, INC.  
TREVIPAY  
YANDA'S MUSIC

300.00 WORKSHOP  
500.00 STIPEND  
144.89 PEST CONTROL  
1,783.92 BUS MAINTENANCE  
1,290.00 BUILDING REPAIR  
505.00 MAINTENANCE  
1,724.73 FUEL  
168.77 LIBRARY SUBSCRIPTIONS  
39.96 TEACHING SUPPLY  
182.00 TEACHING SUPPLY

**Fund Total:**

22,518.74

**SUBTOTAL**

**116,592.90**

**PAYROLL**

MARCH 31, 2026 2X PAYROLL  
APRIL 15, 2026 MAIN PAYROLL  
APRIL 15, 2026 2X PAYROLL

25153.54  
187287.5

26000 \*ESTIMATE

**SUBTOTAL**

**238441.04**

**GRAND TOTAL EXPENSES**

**355,033.94**

ELWOOD PUBLIC SCHOOL

4/13/2026

HOT LUNCH FUND

VENDOR NAME

AMOUNT

DOLLAR GENERAL-REGIONS 410526	29.05	FOOD SUPPLY
HENNING BROS. LEASING	49.95	DISHWASHER LEASE
TREVIPAY	55.05	FOOD SUPPLY

FUND TOTAL 134.05

CASH-WA DISTRIBUTING	3,115.91	FOOD SUPPLY
STEAK MASTER	682.00	FOOD SUPPLY
SYSCO LINCOLN	3,753.64	FOOD SUPPLY
TREVIPAY	341.07	FOOD SUPPLY

Fund Total: 7,892.62

GRAND TOTAL EXPENSES 8,026.67

*Noted*

Elwood Public School  
04/09/2026 10:20 AM

*Activity*

Posted - All; Batch Description 2 Records Selected; Processing Month 04/2026, 03/2026

Page: 1  
User ID: EMILY

Invoice Listing - Detail

Vendor ID: ARAPAHOE ARAPAHOE PUBLIC SCHOOL Invoice Number: 03202026 Amount: 115.00

Description: RPAC MEALS BAND Invoice Date: 03/20/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11312 Check Date: 03/20/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 107 RPAC MEALS BAND 115.00 N Invoice Number: 001229 Amount: 273.00

Vendor ID: AVANTI AVANTI SALON/SMACK N' SMOOCH Invoice Number: 001229 Amount: 273.00

Description: TRACK SHIRTS Invoice Date: 03/26/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11317 Check Date: 03/26/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 109 SHIRTS 273.00 N Invoice Number: 15053348 Amount: 211.99

Vendor ID: CWD CASH-WA DISTRIBUTING Invoice Number: 15053348 Amount: 211.99

Description: CLASS OF 28 CONCESSION Invoice Date: 04/08/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11320 Check Date: 04/08/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 119 CONCESSION STAND 211.99 N Invoice Number: 4087886 Amount: 148.80

Vendor ID: CHESTERMAN CHESTERMAN COMPANY Invoice Number: 4087886 Amount: 148.80

Description: STCO Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11304 Check Date: 03/13/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 117 POP MACHINE 148.80 N Invoice Number: 4087942 Amount: 142.20

Vendor ID: CHESTERMAN CHESTERMAN COMPANY Invoice Number: 4087942 Amount: 142.20

Description: STCO POP MACHINE Invoice Date: 03/19/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11309 Check Date: 03/19/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 117 STCO POP MACHINE 142.20 N Invoice Number: 04132026-2 Amount: 127.30

Vendor ID: DOLLARG DOLLAR GENERAL-REGIONS 410526 Invoice Number: 04132026-2 Amount: 127.30

Description: CHEERLEADING/ATHLETIC SUPPLY Invoice Date: 04/13/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11323 Check Date: 04/13/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 107 SUNSCREEN 43.90 N  
05 2900 890 000 132 CHEER SUPPLY 36.90 N  
05 2900 890 000 133 SUPPLY 46.50 N  
Invoice Number: 03272026 Amount: 119.80

Vendor ID: CAESARS LITTLE CAESARS Invoice Number: 03272026 Amount: 119.80

Description: PIZZA FOR CONCESSION STAND Invoice Date: 03/26/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Checking Account ID: 5 Check Number: 11316 Check Date: 03/26/2026 CC:

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full

05 2900 890 000 119 CONCESSION STAND 119.80 N Invoice Number: 260652-1 Amount: 173.58

Vendor ID: LOVE SIGNS, INC. Invoice Number: 260652-1 Amount: 173.58

Invoice Listing - Detail

Description: WRESTLING PLAQUE  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 110 PLAQUE  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
173.58 N

Vendor ID: MINDEN MINDEN HIGH SCHOOL DMC  
Description: MUSIC ENTRY FEE  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 107 DISTRICT MUSIC FEE  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
300.00 N

Vendor ID: NAEA NEBRASKA AGRIVCULTURAL EDUCATORS ASSOCIATION  
Description: PROFESSIONAL FEE  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 107 PROFESSIONAL FEE  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
275.00 N

Vendor ID: NCTA NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE  
Description: FFA MEALS  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 133 FFA MEALS  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
199.92 N

Vendor ID: NEFCCLA NEBRASKA FCCLA  
Description: REGISTRATION FEE  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 111 REGISTRATION FEE  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
836.00 N

Vendor ID: FFA NEBRASKA FFA ASSOCIATION  
Description: STATE CONVENTION  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 133 STATE CONVENTION  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
1,349.00 N

Vendor ID: FFA NEBRASKA FFA ASSOCIATION  
Description: STATE CONVENTION  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 133 STATE CONVENTION  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
95.00 N

Vendor ID: NEFFA NEBRASKA FFA ASSOCIATION  
Description: FFA REGISTRATION  
Sequence: 1 Check Type: Check  
Chart of Account Number Detail Description  
05 2900 890 000 133 STATE CONVENTION  
Checking Account ID: 5  
Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full  
1,349.00 N

Amount: 1,349.00

Chart of Account Number: 05 2900 890 000 133  
 Detail Description: FFA REGISTRATION FEE  
 Cost Center ID: N  
 Detail Amount: 1,349.00  
 In Full

Vendor ID: PINNACLE  
 Description: STATE FFA PER DIEM MONEY  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 03/19/2026  
 Due Date: 03/19/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: 03192026  
 Check Number: 11306  
 Check Date: 03/19/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 3,000.00  
 Asset/Asset Tag  
 In Full  
 Amount: 3,000.00

Vendor ID: PINNACLE  
 Description: STATE FFA PER DIEM  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 03/20/2026  
 Due Date: 03/20/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: 03212026  
 Check Number: 11313  
 Check Date: 03/20/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 120.00  
 Asset/Asset Tag  
 In Full  
 Amount: 120.00

Vendor ID: PINNACLE  
 Description: STATE FCCCLA PER DIEM MONEY  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 03/26/2026  
 Due Date: 03/26/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: 03262026  
 Check Number: 11314  
 Check Date: 03/26/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 1,080.00  
 Asset/Asset Tag  
 In Full  
 Amount: 1,080.00

Vendor ID: PINNACLE  
 Description: 2028 CONCESSION STAND CHANGE  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 03/26/2026  
 Due Date: 03/26/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: 03272026  
 Check Number: 11315  
 Check Date: 03/26/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 500.00  
 Asset/Asset Tag  
 In Full  
 Amount: 500.00

Vendor ID: SFG  
 Description: TRACK SUPPLY  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 03/19/2026  
 Due Date: 03/19/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: S49592  
 Check Number: 11308  
 Check Date: 03/19/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 366.98  
 Asset/Asset Tag  
 In Full  
 Amount: 366.98

Vendor ID: WALMART  
 Description: FFA SUPPLY  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 04/13/2026  
 Due Date: 04/13/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: 2704F6E6  
 Check Number: 11329  
 Check Date: 04/13/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 103.88  
 Asset/Asset Tag  
 In Full  
 Amount: 103.88

Vendor ID: WALMART  
 Description: TRACK MEET  
 Sequence: 1  
 Check Type: Check  
 Checking Account ID:  
 PO Number:  
 Invoice Date: 04/13/2026  
 Due Date: 04/13/2026  
 Status: PP  
 1099 Amount: 0.00  
 Invoice Number: 5027F5CE-1  
 Check Number: 11324  
 Check Date: 04/13/2026  
 CC: CC:  
 Cost Center ID: N  
 Detail Amount: 46.69  
 Asset/Asset Tag  
 In Full  
 Amount: 46.69

Vendor ID: UNLFFA UNIVERSITY OF NEBRASKA - LINCOLN PO Number: Invoice Number: 03192026 Amount: 233.00

Description: REGISTRATION FEE Invoice Date: 03/19/2026 Due Date: 03/19/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Check Number: 11310 Check Date: 03/19/2026 CC: In Full

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag N

05 2900 890 000 133 REGISTRATION FEE 233.00 N

Vendor ID: UNLFFA UNIVERSITY OF NEBRASKA - LINCOLN PO Number: Invoice Number: 04132026 Amount: 224.00

Description: FEES Invoice Date: 04/13/2026 Due Date: 04/13/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Check Number: 11325 Check Date: 04/13/2026 CC: In Full

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag N

05 2900 890 000 133 FEES 224.00 N

Vendor ID: WELLSFARGO WELLS FARGO CARD SERVICE PO Number: Invoice Number: 04132026-1 Amount: 805.55

Description: PROM SUPPLY/STATE WRESTLING Invoice Date: 04/13/2026 Due Date: 04/13/2026 Status: PP 1099 Amount: 0.00

Sequence: 1 Check Type: Check Check Number: 11322 Check Date: 04/13/2026 CC: In Full

Chart of Account Number Detail Description Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag

05 2900 890 000 118 SPEECH SUPPLY 119.90 0.00 N

05 2900 890 000 122 PROM 596.15 0.00 N

05 2900 890 000 107 STATE WRESTLING 89.50 0.00 N

Report 1099 Total: 0.00 Report Total: 12,195.69



# Pinnacle Bank

## RECEIPT

THANK YOU - We appreciate your business!

*Special Build*

03/16/2026 9:48 AM  
Br# 49 Tlr# 398 Seq# 17  
Account XXXXXX8402  
5,000.00  
DDA Withdrawal 5,000.00

All items received are credited to your account subject to final payment.

Member FDIC

### PURCHASER'S COPY OF PERSONAL MONEY ORDER

# 49005485

**NOTICE TO CUSTOMER**  
As a condition to this institution's issuance of this Money Order, purchaser agrees to provide an indemnity bond prior to the return or replacement of this Money Order in the event it is lost, misplaced or stolen.

Date

76-1391/1049  
2060200100

PAID TO

FOR

### NOT NEGOTIABLE



301 Smith Ave  
Elwood, NE 68937  
308.785.2280 • pinnaclebank.com

BE SURE TO FILL OUT THE ORIGINAL COPY PROMPTLY IN INK. THE CUSTOMER SECURING THE PERSONAL MONEY ORDER IS RESPONSIBLE IN NUMBER AND AMOUNT. THE SIGNATURE OF THE CUSTOMER MUST BE ON THE ORIGINAL COPY. THE DATE, PAYEE'S SIGNATURE AND ADDRESS AND ASSUMES RESPONSIBILITY FOR ALL EVENTS MADE POSSIBLE BY HIS FAILURE TO DO SO. SAVE THIS COPY FOR YOUR RECORD.

*Stacy Dufferbauf*

# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

Rooster Garage Doors  
 210 1/2 E 13th  
 Cozad NE 69130  
 308-325-8288

E mail [ron.wilcox@ie.gmail.com](mailto:ron.wilcox@ie.gmail.com)

PROPOSAL SUBMITTED TO: Elwood High School	JOB NAME	JOB #
ADDRESS 502 1st Ave	JOB LOCATION 109 Railroad St	
Elwood NE 68937	DATE	DATE OF PLANS <del>2-25-2026</del> 2-25-2026
PHONE # 308-325-5562	FAX #	ARCHITECT dennis.sebege@elwoodpirates.org

We hereby submit specifications and estimates for:

Install Garage Door Operators  
 5- RMT50112V Commercial Trolley with Brake

Garage Door Operators  
 5- 18' Struts for Top Sections \$ 7813.00  
 5- Single Button Remotes \$ 225.00

Install 2" x 6" Lumber for opener hangs \$ 800.00

Operator Cords \$ 75.00

Includes Photo Eye Wiring  
 Installed Price \$ 8913.00

Door Adjustments \$ 85.00 per hour  
 IF Needed Not to Exceed \$ 425.00

Special Building

\$ 5000  
 UP front

*DKD* 3/16/26

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ 8913.00 \_\_\_\_\_ Dollars

with payments to be made as follows: Material Deposit \$ 5000.00 / \$ 3913 Due on Completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted *Ron Wilcox II*

Note --- this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



# Wilkins Architecture Design Planning LLC

2204 University Drive Suite 130  
Kearney, NE 68845  
Tel: 308-237-5787 Fax: 308-236-6929  
wadp@wilkinsadp.com  
www.wilkinsadp.com

*Returned*

## INVOICE

INVOICE DATE: 12/22/2025  
INVOICE NO: 7157  
BILLING THROUGH: 12/22/2025

Daren Hatch  
Gosper County School District 37-0030  
502 1st Ave  
PO Box 107  
Elwood, NE 68937-0107

### 2583 Elwood Public Schools 2026 Misc Projects

Managed By: Jacob M Sertich

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
2583 Elwood Public Schools 2026 Misc Projects	\$133,000.00	25.00	\$33,250.00	\$0.00	\$33,250.00
<b>TOTAL</b>	<b>\$133,000.00</b>		<b>\$33,250.00</b>	<b>\$0.00</b>	<b>\$33,250.00</b>

SUBTOTAL \$33,250.00

AMOUNT DUE THIS INVOICE \$33,250.00

This invoice is due on 1/21/2026

Construction Estimate: \$1,400,000  
Fee 9.5%

### ACCOUNT SUMMARY

INVOICED TO DATE	PAID TO DATE	BALANCE DUE
\$33,250.00	\$0.00	\$33,250.00

*Special Building*

We appreciate your business

### PURCHASER'S COPY OF PERSONAL MONEY ORDER

49005486

NOTICE TO CUSTOMER  
As a condition to this institution's issuance of this Money Order, the purchaser agrees to provide an indemnity bond prior to the refund or replacement of this Money Order in the event it is lost, misplaced or stolen.

PAID TO: ELWOOD SCHOOLS

Date: 12/22/2025

76-1391/1049  
2060200100

PAID TO: WILKINS ARCHITECTURE DESIGN PLANNING LLC

FOR:

Thirty Three Thousand Two Hundred and Fifty and 00/100ths Dollars

NOT NEGOTIABLE



301 Smith Ave  
Elwood, NE 68937  
308.785.2280 • pinbank.com

BE SURE TO RETURN THE PURCHASER'S COPY PROMPTLY IN ENVELOPE TO THE CUSTOMER PRESENTING THE PERSONAL MONEY ORDER FORM, CORRESPONDING IN NUMBER AND AMOUNT TO THAT SHOWN HEREON, AGREES TO INSERT THEREON IN INK THE DATE, PAYEE'S SIGNATURE AND ADDRESS AND ASSUMES RESPONSIBILITY FOR ALL EVENTS MADE POSSIBLE BY HIS FAILURE TO DO SO. SAVE THIS COPY FOR YOUR RECORD.



**INVOICE**

EPCO, Limited  
1159 E Pierce St  
Council Bluffs, IA 51503-4746

leslye@epcoltdinc.com  
+1 (712) 322-0308  
www.epcoltdinc.com



26074 - Elmwood Public Schools  
**Bill to**  
Elmwood Public Schools  
502 1st Ave  
Elmwood, NE 68937

**Ship to**  
Elmwood Public Schools  
502 1st Ave  
Elmwood, NE 68937

*Depreciation*

*Bathroom  
Stall*

**Invoice details**

Invoice no.: 2607401  
Terms: Net 30  
Invoice date: 02/16/2026  
Due date: 03/18/2026

#	Product or service	Description	Amount
1.	Toilet Compartments		\$1,041.00

**Total \$1,041.00**

**Ways to pay**

BANK

**View and pay**

*DDP*

**PURCHASER'S COPY OF PERSONAL MONEY ORDER**

**49005482**

**NOTICE TO CUSTOMER**  
As a condition to this institution's issuance of this Money Order, purchaser agrees to provide an indemnity bond prior to the refund or replacement of this Money Order in the event it is lost, misplaced or stolen.

Date 76-1391/1049  
2060200100

PAID TO FOR

**NOT NEGOTIABLE**

**Pinnacle Bank**  
MEMBER FDIC  
301 Smith Ave  
Elwood, NE 68937  
308.785.2280 • pinnaclebank.com

BE SURE TO FILL OUT THE ORIGINAL COPY PROMPTLY IN INK.  
THE CUSTOMER PROUDING THE PERSONAL MONEY ORDER FORM, CORRECTLY PRINTING IN NUMBER AND AMOUNT, THAT SHOWS HEREON, AGREES TO ACCEPT THE OBLIGATION THE DATE PAID, THIS SIGNATURE AND ADDRESS, AND ASSUMES RESPONSIBILITY FOR ALL EVENTS MADE POSSIBLE BY HIS FAILURE TO DO SO.  
SAVE THIS COPY FOR YOUR RECORD.

*Christy Deffenbacher*



# Pinnacle Bank

## RECEIPT

THANK YOU - We appreciate your business!

03/10/2026

9:49 AM

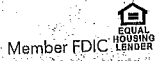
Br# 49 Tr# 398 Seq# 11

Account XXXXXX8402

27,047.26

DDA Withdrawal 27,047.26

All items received are credited to your account subject to final payment.



### PURCHASER'S COPY OF PERSONAL MONEY ORDER

# 49005481

76-13917/049  
2060200100

Date

PAID TO

FOR

### NOT NEGOTIABLE



301 Smith Ave.  
Elwood, NE 68937  
308.785.2280 • pinnbank.com

BE SURE TO FILL OUT THE ORIGINAL COPY PROMPTLY IN INK.  
THE CUSTOMER PROMPTING THE PERSONAL MONEY ORDER FROM CORRESPONDING  
NUMBER AND AMOUNT TO THE SEVERAL THEREON, AGREES TO INSERT THEREON IN INK  
THE DATE, PAYEE, HIS SIGNATURE AND ADDRESS AND ASSUMES RESPONSIBILITY FOR  
ALL EVENTS MADE POSSIBLE BY HIS FAILURE TO DO SO.  
SAVE THIS COPY FOR YOUR RECORD.

*Shirley D. Deffenbacher*



# Wilkins Architecture Design Planning LLC

2204 University Drive Suite 130  
 Kearney, NE 68845  
 Tel: 308-237-5787 Fax: 308-236-6929  
 wadp@wilkinsadp.com  
 www.wilkinsadp.com

## INVOICE

INVOICE DATE: 2/26/2026  
 INVOICE NO: 7255  
 BILLING THROUGH: 2/26/2026

Daren Hatch  
 Gosper County School District 37-0030  
 502 1st Ave  
 PO Box 107  
 Elwood, NE 68937-0107

### 2583 Elwood Public Schools 2026 Misc Projects

Managed By: Jacob M Sertich

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
2583 Elwood Public Schools 2026 Misc Projects	\$133,000.00	70.00	\$93,100.00	\$66,500.00	\$26,600.00
<b>TOTAL</b>	<b>\$133,000.00</b>		<b>\$93,100.00</b>	<b>\$66,500.00</b>	<b>\$26,600.00</b>

### EXPENSES

DATE	DESCRIPTION	AMOUNT
2/11/2026	829 - MILEAGE	\$78.11
2/19/2026	832 - REPRODUCTION AND PRINTING	\$369.15
<b>TOTAL EXPENSES</b>		<b>\$447.26</b>

**SUBTOTAL \$27,047.26**

**AMOUNT DUE THIS INVOICE \$27,047.26**

This invoice is due on 3/28/2026

Construction Estimate: \$1,400,000  
 Fee 9.5%

### ACCOUNT SUMMARY

INVOICED TO DATE	PAID TO DATE	BALANCE DUE
\$93,623.18	\$33,325.92	\$60,297.26

We appreciate your business

*Special Breakby  
 3/3/26 Pending BOB Approval*

Superintendent—

- LB 803 was originally a “shell bill”, but was amended by parts from several bills. There are several sections to the bill, but the sections directly relating to schools would deal with “pink postcard” hearings and budget increases. All school districts would be required to participate in the “pink postcard” hearing, which would be held between July 1 and July 15. The County would also advise property owners to the dates and times of each entity’s budget hearing. Finally, when voting to increase the property tax request at least a 2/3 majority vote of the members of the Board shall take place. This bill was placed on Final Reading on Wednesday, April 8 and passed on Final Reading today (Friday, April 10). (NRCSA Legislative Review). My understanding is that this becomes effective Jan 1, 2027

\*NCSA Webinar next week to review all the new education bills and requirements.

\*Represented District V at the NSAA Representative Assembly.

\*Graduation May 9, 2026 @ 2 pm. Members attending, members sitting with family.

**Transportation:**

- Bus #2 will need new front tires this summer.
- The Green Bus Barn is in use. The west bay door is the only one not yet complete and operational.
- #14-2 is back in operation.

Principal:

- Prom
- Seniors last day
- Juniors, ACT
- Elementary IPG
- Field Trips

**Athletic Director**

- Spring sports are going well. Golf and track have a few meets under their belt. Seeing success along the way so far.
- Hi-Line Golf & Track meets went extremely well. Thanks to Dennis and golf coaches for helping with the golf meet. Thanks to our staff and other volunteers for the track meet. Huge meet with lots of competitors, went very smoothly
- JH Meets will start up this week, host on the 21st
- Prepare for Athletic Banquet on April 27th in Elwood
- RPAC Meets in two weeks districts to follow
- Pole Vault Pits are in, look fantastic. Cement work is complete as well

- Athletic Banquet, April 27th (Elwood)

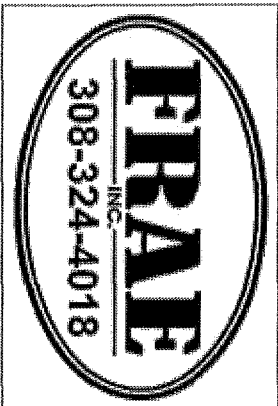
**SpEd Director:**

- Completed with Evals
- State testing starts this week. Very important scores.

# Proposal # 92604-1 for Review

## FRAE INC

608 W Vine St  
PO Box 693  
Lexington, NE 68850  
T: 3083244018  
www.fraeinc.com  
office@fraeinc.com



## PROPOSAL

Presented To:  
**ELWOOD PUBLIC SCHOOL, DISTRICT #30**  
PO BOX 107  
Elwood, NE 68937

**Customer Contact:**  
Mobile: (308) 785-2491

<b>Job</b>	<b>##</b> 92604: Room
	Fixtures
<b>Proposal</b>	92604-1
<b>Technician</b>	Unassigned
<b>Issue</b>	03/18/2026
<b>Date</b>	

**Location Address:**  
502 1st Ave  
Elwood, NE 68937

Price: \$5,733.10

Description	Unit Price	Quantity	Price
<b>Description of Elect Service</b>			
	\$0.00	1	\$0.00

\*Estimate for school room fixtures  
 \*No labor

<b>ELEC PART</b>			
44-2x4 LED Flat panels (color selectable) \$5,275.60			
2-Emergency backup \$457.50			
	\$5,733.10	1	\$5,733.10

Price \$5,733.10

**Customer Agreement & Electronic Signature**

FRAE, INC. BILLING POLICY:  
 WE REQUIRE A 50% DOWN PAYMENT OR PRE-APPROVAL FOR FINANCING ON ALL JOBS.  
 WE INVOICE 25% AFTER ROUGH IN IS COMPLETE.

I accept this proposal and agree to the terms and conditions.

Full Name

Type your name here.

Signature

\* Please accept the terms and conditions before accepting this proposal.

Accept Proposal

Decline Proposal



**ELECTRICAL ENGINEERING & EQUIPMENT CO.**  
 123 WEST 5TH  
 LEXINGTON, NE68850  
 (308)324-4645 FAX (308)324-5808  
 www.3e-co.com

**QUOTE**

CUST.#: 100245  
 SHIP TO: ELWOOD PUBLIC SCHOOLS  
 502 FIRST AVENUE  
 ELWOOD, NE 68937-5208

TAKEN BY	QUOTE DATE	QUOTE NO.
cenc	03/17/26	9115689-00
P.O. NO.		PAGE #
		1
PLACED BY	JUSTIN	

BILL TO: ELWOOD PUBLIC SCHOOLS  
 PO BOX 107  
 502 FIRST AVENUE  
 ELWOOD, NE 68937-5208

CORRESPONDENCE TO: Electrical Engineering & Equip  
 953 73RD ST  
 WINDSOR HEIGHTS, IA 50324-1031

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
SHIP POINT	SHIP VIA	SHIPPED
3E - LEXINGTON	3E TRUCK	
		IF PAID BY:

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	NET PRICE	AMOUNT (NET)
1	RAB EZP2X4 EZP2X4 2X4 LED FLAT PANEL	42		42	E	125.09	5253.78
2	RAB EZP2X4/E - 30/40/50W 35/40/50K 30/40/50W 35/40/50K BACKUP BATTERY	2		2	EACH	304.62	609.24
2	Lines Total		Qty Shipped Total	44	Total Invoice Total		5863.02 5863.02

**5029**  
**Crisis Response Policy**

**I. The following objectives apply to dealing with a crisis situation:**

- A. Ensuring the safety and emotional security of students.
- B. Formulating a plan of action immediately that provides uniformity in the treatment of each crisis.
- C. Identifying those students and staff who will likely be most strongly affected by grief.
- D. Preserving, to the extent possible, the daily school routine and pre-scheduled activities so as not to draw others into deeper levels of grief than they would normally experience.
- E. Monitoring students' progress through the stages of the grief process.
- F. Making the school's resources available to parents and guardians who become concerned about their child's reaction to a crisis.

**II. Policy**

- A. Collaboration
  - 1. The superintendent or his/her designee shall meet at least annually with local authorities (e.g., fire, police, rescue, emergency management, mayor's office, etc.) to prepare for and communicate about possible crisis events which could occur at school or school activities. appropriate local agencies to
  - 2. identify and address safety and security issues
  - 3. The school system shall have guidelines and policies for event and incident management.
  - 4. The school system shall maintain compliance with fire and life safety

5. The school system shall have a structure to identify a primary school leader to serve as a liaison between emergency personnel and the school system in the event of an incident.
6. The school system's safety and security plan should include the development and implementation of multi-hazard practices in compliance with local, state, and federal regulations
7. The school system shall develop and implement multi-hazard training in compliance with local, state, and federal regulations.

B. School Hours

1. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
2. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

C. Access to School Facilities

1. The school's facilities may not be used for funeral or memorial services during the school day without Board of Education approval.
2. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

D. Memorials

1. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on the school premises without board approval.

This policy is not intended to discourage the acceptance of memorial funds or specific items.

- \*\* Annual safety audits using external consultants
- \*\*Conduct system-wide safety and security self-audits
- \*\*Protocol for an annual inventory of all chemicals
- \*\*The school system shall designate safety and security teams who are responsible for compliance with local, state and federal mandates through a written safety (internal and external) plan.

- dating violence
- bullying
- SAT

Adopted on: \_\_\_\_ 11/14/2016 \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3040 School Safety and Security**

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

### **I. General Safety and Security**

#### **a. NDE Rubric**

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

#### **b. School Hours**

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

#### **c. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

#### **d. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

## **II. Superintendent's Duties Related to Safety and Security**

### **a. Appointment of Crisis Team**

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

### **b. Compliance with Fire and Safety Codes**

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

### **c. Annual Safety Audits**

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

**d. Mutual Aid Agreements**

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

**III. Building Principals' Duties Related to Safety and Security**

**a. Positive and Safe Learning Environment**

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

**b. Visitor Protocol.**

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

**c. Emergency Drills**

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: \_\_\_\_\_  
Revised on: \_\_6/11/2018, 6/9/25\_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF EDUCATION TO  
INCREASE BASE GROWTH PERCENTAGE TO  
DETERMINE ITS PROPERTY TAX REQUEST AUTHORITY**

WHEREAS, the Board of Education ("Board") for **Gosper County School District 37-0030**, commonly known as **Elwood Public Schools** (the "School District"), is planning the School District's annual budget for the 2026–2027 school year; and

WHEREAS, the funding needed for the School District to meet its obligations to its students will require an increase in the base growth percentage used to determine the School District's property tax request authority under NEB. REV. STAT. § 79-3403; and

WHEREAS, Nebraska law authorizes the Board, upon an affirmative vote of at least seventy percent (70%) of the Board, to increase such base growth percentage by up to \_\_\_\_%.

BE IT THEREFORE RESOLVED that, pursuant to NEB. REV. STAT. § 79-3405(2), the Board hereby increases the base growth percentage used to determine its property tax request authority for the 2026-27 budget in an amount of \_\_\_\_%.

Said Resolution was adopted by the Board of Education by a vote of \_\_\_\_ to \_\_\_\_ and \_\_\_\_ absent\_ on the \_\_\_\_ day of \_\_\_\_April, 2026.

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education

Agency/District Name	A										B			C			D					E	F	G	
	General Fund Tax Adding (2025/26 LC2)	Special Bldg Tax Adding (2025/26 LC2)	2025/26 TOTAL Property Tax Request	General Fund Non-Property Tax Revenue (2023/24 AFR)	Special Bldg Non-Property Tax Revenue (2023/24 AFR)	2023/24 TOTAL Non-Property Tax Revenue	2024/25 TOTAL SPED Reimbursement (2024/25 AFR 31/30/31/25)	2025/26 TECSA Certified 2.27.25	TOTAL REVENUE (Total Tax Request + Non-Property SPED + TECSA)	Base Growth % for Membership	Basic Growth % for LEP	Basic Growth % for Poverty	TOTAL BASE GROWTH RATE %	REVENUE CAP (Total Tax Request + Total Base Growth %)	General Fund Non-Property Tax Revenue (2024/25 AFR)	Special Bldg Non-Property Tax Revenue (2024/25 AFR)	2024/25 TOTAL Non-Property Tax Revenue	SPED Estimated Includes Jick Funding (SPED/IS Nov 2025)	2025/27 TECSA Certified 2.27.26	Prior Years Unused Property Tax Authority (2025/26 LC2)	2026/27 PROPERTY TAX AUTHORITY (Section C, Total Non-Property SPED, TECSA + PV Unused PTA Authority)	Additional Base Growth Allowed With 70% Board Approval	Additional Property Tax Authority Allowed If Board Approved (Section A Total Revenue x Section E)	2026/27 Property Tax Request Authority Including Board Approved Amount	
37-001 ELWO	1	2	3	(a)	(b)	4	5	6	7	1	2	3	4	5				D1	D2	D3	D4				D5+F
	3,452,162	525,299	3,977,461	447,002	2,017	449,019	287,553	317,962	5,031,995	3.00000%	2.6374%	0.4121%	0.7418%	6.7912%	5,373,728	16,580	508,183	290,405	355,046	947,589	5,167,683	7%	352,240	5,519,923	
															B5XAT7										

1 + 2 = 3  
 C1 - D1 - D2 - D3 + D4 = D5

A3 + A4 + A5 + A6 = A7  
 B1 + B2 + B3 + B4 = B5

A7XE

5,031,995  
 X 1.067912  
 -----  
 5,373,728

## Explanation of 2025/26 Property Tax Authority Calculation

### SECTION A – TOTAL PROPERTY TAX & NON-PROPERTY TAX REVENUE

From the General and Special Building Funds only – Data collected and added together from the following sources:

- The property tax requests from the current budget year (2024-25 LC-2)
- Non-property tax revenue reported in the previous year's Annual Financial Report (2022-23 AFR)
- SPED reimbursement totals reported in the current AFR data year (2023-24 AFR)
- TEEOSA reimbursement total from the current fiscal year (to be paid 2024-25)

### SECTION B – TOTAL BASE GROWTH %

The sum of the following percentages:

- 3%
- The annual percentage increase in the student enrollment of the school district multiplied by:
  - One if the school district's student enrollment has grown by an average of 3% over the preceding 3 years and 150 students over the 3 years; seven-tenths if the school district's student enrollment has grown by an average of 3% over the preceding 3 years; or four-tenths if growth average below 3%
- The percentage obtained by first dividing the annual increase in the total number of limited English proficiency students in the school district by the student enrollment of the school district and then multiplying the quotient by fifteen hundredths
- The percentage obtained by first dividing the annual increase in the total number of poverty students in the school district by the student enrollment of the school district and then multiplying the quotient by fifteen hundredths

### SECTION C – REVENUE CAP

Total Property Tax & Non-Property Tax Revenue (Section A) multiplied by Total Base Growth Percentage total (Section B). This amount is the upcoming year's (2025-26) total revenue subject to the property tax cap authority calculation.

### SECTION D – PROPERTY TAX REQUEST AUTHORITY

The sum of the Revenue Cap (Section C)

- LESS: Non-property tax revenue reported in the most recent available year's Annual Financial Report (2023-24 AFR) for the General and Special Building Funds. At certification data is updated for districts that submitted amendments.
- LESS: 2024/25 SPED reimbursement amount (model uses estimate from November 2024 SPED FFR, certification is revised with actual paid through May 2025)
- LESS: TEEOSA to be paid in the upcoming fiscal year including foundation aid and prior year correction amount

- PLUS: Prior years unused property tax authority (2024-25 LC-2)

2025-26 Property Tax Request Authority is the maximum amount a district will be allowed to ask between their General and Building fund tax request. This amount does not take into consideration the levy or spending authority requirements which may limit a districts request to an amount below their property tax request authority.

**SECTION E - ADDITIONAL BASE GROWTH PERCENTAGE**

With 70% Board approval the following additional percentage will apply:

- 7% with average daily membership of 471 students or less
- 6% with average daily membership of 472-3044 students
- 5% with average daily membership of 3045-10,000 students
- 4% with average daily membership of 10,001 or more students

**SECTION F – ADDITIONAL PROPERTY TAX AUTHORITY IF BOARD APPROVED**

Total Property Tax & Non-Property Tax Revenue (Section A) from the base year (2024-25) multiplied by Additional Base Growth Percentage (Section E). This is the amount of additional property taxes for the General and Building fund that may be levied if the district obtains 70% board approval.

**SECTION G – PROPERTY TAX REQUEST AUTHORITY Including additional board approved amount**

Sum of Property Tax Request Authority (Section D) and Additional Property Tax Authority (Section F) for the upcoming year (2025-26) which would be the maximum amount a district could levy in the General and Special Building funds without obtaining a voter approved override.

## 3024

### Booster Clubs and Parent-Teacher Organizations

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

- (a) The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
- (b) The Supporting Entity should require that
  - i. all checks written out of the Supporting Entity's checking account contain two signatures;
  - ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
  - iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: \_\_\_\_\_ May 9, 2016 \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3024

### **Booster Clubs and Parent-Teacher Organizations**

Parent-teacher organizations and booster clubs (collectively, "External Supporting Entities" or "ESE") create good will in the community and strengthen education programs by promoting parental and community involvement with the district. However, the district's involvement in an ESE may result in negative legal and political consequences.

**External Supporting Entities.** ESEs are separate entities from the district and board. They are independent, not formed under school sponsorship, and should be separately incorporated as Nebraska Nonprofit Organizations or determined to be tax-exempt organizations by the Internal Revenue Service. ESEs include parent-teacher organizations, booster clubs, and any other non-school sponsored or non-student sponsored organizations formed to support the school district and its students.

As a condition of the school district's accepting funds or materials from an ESE and as a condition of an ESE using the school district's name, nickname, logo, or mascot, the ESE shall comply with the following conditions:

1. The ESE shall apply for and receive formal recognition and approval from the board of education.
2. Upon application for recognition and on or before August 1<sup>st</sup> of each school year after receiving recognition, the ESE shall designate a representative for communicating with and providing true and accurate information to the school district.
3. The ESE treasurer shall handle all funds.
4. Two signatures shall be required on all ESE checks.
5. ESE funds shall be deposited only into ESE-authorized bank accounts.
6. Two individuals shall count all money received by the ESE and provide the treasurer with a signed proceeds receipt.
7. Proof of payment in the form of a sales slip, receipt, or invoice shall be provided for every ESE expenditure.
8. Bank statements shall be reconciled by the ESE treasurer on a monthly basis and reviewed by another individual who does not have check signing authority.
9. A copy of the ESE budget shall be provided to the school district superintendent no later than the first day of each school year.
10. ESE funds shall not be deposited into school district accounts.
11. No school district employee is authorized to sign checks on behalf of the ESE.
12. The ESE shall provide a full and complete accounting of all funds raised as well as a full and complete accounting of all funds

- expended no later than the last day of each school year and upon request at any other time. The ESE shall also provide audited financial records concerning its activities upon request.
13. The ESE shall submit a list of activities planned for the school year to the superintendent, activities director, and liaison no later than the first day of each school year and at least 7 days in advance of any proposed change to the schedule. Each activity must be approved in writing by the superintendent or liaison.
  14. The ESE must obtain prior approval from the superintendent or liaison before conducting any fundraising activity which will be used to support the school or its students and before including any students in a fundraising activity. In no event shall student participation include door-to-door sales.
  15. All ESE donations of equipment, improvements, cash, or any other item shall be in accordance with all applicable laws and shall belong to the school district without restriction.
  16. The ESE shall maintain adequate liability insurance as determined by the school district with the school district named as an additional insured.
  17. All ESE flyers, advertisements, newsletters, announcements, websites, or other written or electronic materials shall include a disclaimer that the ESE is a separate and legally distinct entity from the school district and contact information for the ESE.
  18. The ESE and its members shall comply with all applicable laws and regulations and all school policies.
  19. The ESE shall provide all information requested by the school district for purposes of determining compliance with Title IX of the Educational Amendments of 1972 (Title 20, U.S.C. 1681-1687, *et seq.*) and shall refrain from engaging in any activity which, in the opinion of the school district, adversely affects the school district's ability to comply with Title IX.
  20. The ESE shall provide a list of its members upon request by the school board, superintendent, or liaison.
  21. All ESE actions shall comply with any Nebraska School Activities Association rules, regulations, or bylaws.

**Formal Recognition.** To receive formal recognition from the board of education, an ESE must:

1. Submit evidence that the ESE is incorporated as a Nebraska Nonprofit Organization or has been determined to be a tax-exempt organization by the Internal Revenue Service
2. Submit to copies of all organizational documents and bylaws to the superintendent.

3. Submit a list of names, address, e-mail address, of all officers, updated annually and upon the occurrence of any changes.
4. Require bonding of the treasurer, and restrict access to banking accounts.
5. Implement the financial policies required by this policy, including, but not limited to, requiring deposits in an FDIC insured bank, proper accounting practices, with a submission of the annual (or more frequent) accounting to the liaison.
6. Submit proof of adequate liability insurance as determined by the school district with the school district named as an additional insured.

The board of education reserves the right to revoke recognition of any ESE at any time and for any reason.

**School District Liaison.** The board of education or superintendent shall appoint a school district liaison to the ESE after formal recognition.

**Use of School District Facilities.** ESE use of school district facilities shall be in accordance with school district policies.

**Tax Identification Number.** An ESE is not permitted to use the district's federal or state tax identification number.

**School District Employees.** District employees may not participate in an ESE in their capacity as a district employee and may not direct or receive ESE funds for their benefit. Nothing in this paragraph shall prevent a district administrator or liaison employed by the district from attending ESE meetings.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

# AIA<sup>®</sup> Document A104<sup>®</sup> – 2017

## **Standard Abbreviated Form of Agreement Between Owner and Contractor**

**AGREEMENT** made as of the 23rd day of March in the year 2026  
(In words, indicate day, month and year.)

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

Gosper County School District 37-0030, a/k/a  
Elwood Public Schools  
502 1st Avenue  
Elwood, NE 68937-0107

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

Paulsen, Inc.  
1116 East HWY 30  
Cozad, NE 69130

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

Elwood Public Schools – Entrance and Playground Remodel  
502 1st Avenue  
Elwood, NE 68937-0107

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

Wilkins Architecture Design Planning, L.L.C.  
2908 W 39th Street, Suite A  
Kearney, NE 68845

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.

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**TABLE OF ARTICLES**

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**

**ARTICLE 1 THE WORK OF THIS CONTRACT**

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

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

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

*(Check one of the following boxes.)*

The date of this Agreement.

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- 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.)

May 21, 2026

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

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

**§ 2.3 Substantial Completion**

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire  
(Paragraphs deleted)

Work by the following date: August 7, 2026. The Contractor shall achieve Final Completion by August 21, 2026.

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

**ARTICLE 3 CONTRACT SUM**

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

proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be the  Stipulated Sum, in accordance with Section 3.2 below.

(Paragraphs deleted)

§ 3.2 The Stipulated Sum shall be Eight Hundred Twenty-Two Thousand Four Hundred Dollars and Zero Cents (\$ 822,400.00 ), subject to additions and deductions as provided in the Contract Documents.

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

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

Alternate No. 1A – Polished concrete in the lobby area (\$19,800 included in the Stipulated Sum)

Alternate No. 2A – Poured-in-place rubber surfacing on the new playground (\$194,000 included in the Stipulated Sum)

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Poured-in-place protective playground surfacing	Square foot	\$19.00
Rubber mulch	Cubic foot	\$5.00

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§ 3.2.3

*(Paragraphs deleted)*

Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item	Price
Concrete Testing	\$3,000 cash allowance

§ 3.3 Intentionally deleted.

*(Paragraphs deleted)*

§ 3.4 Intentionally deleted.

*(Paragraph deleted)*

§ 3.5 Liquidated damages, if any:

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

NA

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

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

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month.

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

*(Paragraphs deleted)*

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work.

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**§ 4.2 Final Payment**

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

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

**§ 4.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the next regularly scheduled meeting of the Owner’s Board of Education after its receipt from the Architect of the final Certificate for Payment.

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

*(Paragraphs deleted)*

All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

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

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

**§ 6.1.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this Agreement.)*

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

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

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

See Elwood Public Schools Entrance and Playground Remodel Project Manual dated February 19, 2026 (293 pages) incorporated herein by this reference.

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

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

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

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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addenda 1-4		

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

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

- .1 Other Exhibits:  
*(Table deleted)(Paragraphs deleted)*  
*(Paragraphs deleted)*
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 The Contract Documents**

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

**§ 7.2 The Contract**

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

**§ 7.3 The Work**

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

**§ 7.4 Instruments of Service**

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

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

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights, except as otherwise provided in any agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not

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own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

#### **§ 7.6 Digital Data Use and Transmission**

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

**§ 7.7** Intentionally deleted.

#### **§ 7.8 Severability**

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

#### **§ 7.9 Notice**

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

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

#### **§ 7.10 Relationship of the Parties**

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

### **ARTICLE 8 OWNER**

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

**§ 8.1.1** Intentionally deleted.

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

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

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals,

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easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

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

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

## **ARTICLE 9 CONTRACTOR**

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

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

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Engineer, or the work installed by other contractors, is not guaranteed by the Engineer or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site

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all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner

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

## § 9.2 Supervision and Construction Procedures

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

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

## § 9.3 Labor and Materials

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

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

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

## § 9.4 Warranty

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

## § 9.5 Taxes

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

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

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

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

#### § 9.7 Allowances

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

#### § 9.8 Contractor's Construction Schedules

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

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

#### § 9.9 Submittals

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

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

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

#### § 9.10 Use of Site

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

#### § 9.11 Cutting and Patching

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

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### § 9.12 Cleaning Up

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

### § 9.13 Access to Work

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

### § 9.14 Royalties, Patents and Copyrights

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

### § 9.15 Indemnification

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

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

## ARTICLE 10 ARCHITECT

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

§ 10.2 Intentionally deleted.

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

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programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

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

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

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

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

*(Paragraph deleted)*

#### **ARTICLE 11 SUBCONTRACTORS**

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

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

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

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

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

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

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

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

#### ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

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

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

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## ARTICLE 14 TIME

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

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

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

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

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

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

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

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

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

§ 15.2 Intentionally deleted.

*(Paragraphs deleted)*

### § 15.3 Applications for Payment

§ 15.3.1 Each Application for Payment shall include an itemization and be prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; and shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall not include

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

§ 15.3.2 Intentionally deleted.

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

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

#### § 15.4 Certificates for Payment

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

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

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

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

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

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## **§ 15.5 Progress Payments**

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

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

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

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

## **§ 15.6 Substantial Completion**

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

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

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

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

## **§ 15.7 Final Completion and Final Payment**

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

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

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

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

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

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

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

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

### § 16.2 Hazardous Materials and Substances

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

*(Paragraphs deleted)*

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII.

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

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

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

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

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

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

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

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

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

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

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

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

§ 17.1.14

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

§ 17.1.15

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

§ 17.1.16

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

§ 17.1.17

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

Init.

*(Table deleted)*

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

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

**§ 17.2.2 Property Insurance**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

*(Table deleted)*

*(Paragraphs deleted)*

**§ 17.3 Performance Bond and Payment Bond**

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

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

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

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

**ARTICLE 18 CORRECTION OF WORK**

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

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

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

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

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

Init.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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

### § 19.2 Governing Law

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

### § 19.3 Tests and Inspections

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

### § 19.4 The Owner's representative:

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

Daren Hatch, Superintendent  
Elwood Public Schools  
502 1st Avenue  
Elwood, NE 68937-0107  
(308) 785-2492  
daren.hatch@elwoodpirates.org

### § 19.5 The Contractor's representative:

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

Dan Niles  
Paulsen, Inc.  
1116 East HWY 30  
Cozad, NE 69130  
(308) 784-3333  
dniles@paulseninc.com

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

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

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

Init.

- .3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

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

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

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

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

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

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

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

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physically performing services within the State of Nebraska.

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

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

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

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

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

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

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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**§ 20.3 Termination by the Owner for Convenience**

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

*(Paragraphs deleted)*

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

**ARTICLE 21 CLAIMS AND DISPUTES**

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

**§ 21.2 Notice of Claims**

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

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

**§ 21.3 Time Limits on Claims**

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

*(Paragraphs deleted)*

**§ 21.9 Continuing Contract Performance**

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

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



\_\_\_\_\_  
OWNER (Signature)

Daren Hatch Superintendent  
\_\_\_\_\_  
(Printed name and title)

*LP*  
\_\_\_\_\_  
CONTRACTOR (Signature)

LARRY PAULSEN  
\_\_\_\_\_  
(Printed name and title)

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:23:06 on 03/23/2026.

## **PAGE 1**

**AGREEMENT** made as of the 23rd day of March in the year 2026

...

Gosper County School District 37-0030, a/k/a  
Elwood Public Schools  
502 1st Avenue  
Elwood, NE 68937-0107

...

Paulsen, Inc.  
1116 East HWY 30  
Cozad, NE 69130

...

Elwood Public Schools – Entrance and Playground Remodel  
502 1st Avenue  
Elwood, NE 68937-0107

...

Wilkins Architecture Design Planning, L.L.C.  
2908 W 39th Street, Suite A  
Kearney, NE 68845

## **PAGE 2**

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

## **PAGE 3**

[  ] Established as follows:

...

May 21, 2026

...

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

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

By the following date: Work by the following date: August 7, 2026. The Contractor shall achieve Final Completion by August 21, 2026.

...

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

proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be the  Stipulated Sum, in accordance with Section 3.2 below.

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

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

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be ~~(\$—Eight Hundred Twenty-Two Thousand Four Hundred Dollars and Zero Cents (\$ 822,400.00 )~~, subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 1A – Polished concrete in the lobby area (\$19,800 included in the Stipulated Sum)  
Alternate No. 2A – Poured-in-place rubber surfacing on the new playground (\$194,000 included in the Stipulated Sum)

...

<u>Poured-in-place protective playground surfacing</u>	<u>Square foot</u>	<u>\$19.00</u>
<u>Rubber mulch</u>	<u>Cubic foot</u>	<u>\$5.00</u>

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

<u>Item</u>	<u>Price</u>
-------------	--------------

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

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

~~§ 3.3.2 The Contractor's Fee:~~

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

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

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

~~§ 3.4.2 The Contractor's Fee:~~

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

~~§ 3.4.3 Guaranteed Maximum Price~~

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

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

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

~~§ 3.4.3.3 Unit Prices, if any:~~

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

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

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

~~PAGE 4~~

Concrete Testing	\$3,000 cash allowance	
------------------	------------------------	--

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based: § 3.3 Intentionally deleted.~~

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

~~§ 3.4 Intentionally deleted.~~

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

...

NA

...

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

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

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

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

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

month.

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

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

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

~~—%—If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work.~~

PAGE 5

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the ~~issuance of the Architect's final Certificate for Payment, or as follows:~~ next regularly scheduled meeting of the Owner's Board of Education after its receipt from the Architect of the final Certificate for Payment.

...

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

*(Check the appropriate box.)*

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

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction. All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.~~

...

~~§ 6.1.2 Building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the building information modeling exhibit E203-2013 incorporated into this Agreement.)*~~

...

~~See Elwood Public Schools Entrance and Playground Remodel Project Manual dated February 19, 2026 (293 pages) incorporated herein by this reference.~~

**PAGE 6**

Addenda 1-4

...

*(Check all boxes that apply.)*

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

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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...

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

...

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

**PAGE 7**

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

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

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

...

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

*(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.)*  
or by courier.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~The Contractor accepts the relationship of trust and confidence established by this Agreement

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

...

~~§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.~~  
~~Intentionally deleted.~~

#### PAGE 8

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

#### § 8.4 Extent of the Owner Rights

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

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

...

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly

report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Engineer, or the work installed by other contractors, is not guaranteed by the Engineer or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner

**PAGE 9**

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

...

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

...

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

**PAGE 10**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance expenses.

...

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

**PAGE 11**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall ~~indemnify, defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and agents and employees~~ its officers, board members, consultants, agents, employees and representatives (the "Indemnitees") of any of them from and against ~~claims, damages, losses~~

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

...

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

PAGE 12

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

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

...

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

PAGE 13

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

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

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

PAGE 14

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

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

...

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

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

§ 15.2 Control Estimate~~Intentionally deleted.~~

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

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

- ~~3~~ — a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- ~~4~~ — a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- ~~5~~ — a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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

~~§ 15.2.4~~ The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

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

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

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

PAGE 16

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

...

~~§ 15.7.1~~ Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation

~~that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Engineer as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Engineer until all warranties and guarantees have been received and accepted by the Owner.~~

PAGE 17

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. ~~The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.~~ The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

...

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

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

...

~~§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:~~

~~located, and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII.~~

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

PAGE 18

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

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

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

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

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

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

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

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

§ 17.1.11 The Contractor shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, the Contractor, and such large

deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

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

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

**§ 17.1.14** ~~Other Insurance Provided by the Contractor~~

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~ Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

**§ 17.1.15**

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

**§ 17.1.16**

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

**§ 17.1.17**

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

**Coverage**

**Limits**

**PAGE 20**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section

~~17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.~~

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

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

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

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

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

#### ~~§ 17.2.2.7 Waiver of Subrogation~~

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

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

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

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

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

**Coverage**

**Limits**

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

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

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

...

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

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

...

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

**PAGE 21**

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

...

Daren Hatch, Superintendent  
Elwood Public Schools  
502 1st Avenue  
Elwood, NE 68937-0107  
(308) 785-2492  
daren.hatch@elwoodpirates.org

...

Dan Niles  
Paulsen, Inc.  
1116 East HWY 30  
Cozad, NE 69130  
(308) 784-3333  
dniles@paulseninc.com

...

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

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

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

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

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

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

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

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

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

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

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

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

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

## PAGE 23

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

...

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

**PAGE 24**

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

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

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

...

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

...

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

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

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

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

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

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

~~§ 21.9~~ ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~ **Continuing Contract Performance**  
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

\_\_\_\_\_  
**OWNER (Signature)**

Daren Hatch Superintendent  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**OWNER (Signature)**

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR (Signature)**

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR (Signature)**

\_\_\_\_\_  
(Printed name and title)

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

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

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

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

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

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

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

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:23:06 on 03/23/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# THE CINCINNATI INSURANCE COMPANY

## Performance Bond

**CONTRACTOR** (Name, legal status and address):

PAULSEN, INC.  
1116 EAST HWY 30; PO BOX 17  
COZAD, NE 69130

**SURETY** (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

GOSPER COUNTY SCHOOL DISTRICT 37-0030, A/K/A  
ELWOOD PUBLIC SCHOOLS  
502 1ST AVENUE, ELWOOD, NE 68937-0107

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: MARCH 23, 2026

Amount: -----\$822,400-----

Description (Name and location):

ELWOOD PUBLIC SCHOOLS - ENTRANCE & PLAYGROUND  
REMODEL, 502 1ST AVENUE, ELWOOD, NE 68937-0107

### BOND

Date (Not earlier than Construction Contract Date): MARCH 23, 2026

Amount: ---\$822,400.00-----

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:  
PAULSEN, INC.

Signature: \_\_\_\_\_

Name and Title:

LARRY PAULSEN, PRESIDENT

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

**SURETY**

Company:   
THE CINCINNATI INSURANCE COMPANY

Signature: \_\_\_\_\_

Name and Title:

KAREN KYNCL, ATTORNEY-IN-FACT

**OWNER'S REPRESENTATIVE** (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14 Definitions

**14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**14.2 Construction Contract.** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:



**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**5.1** Claimants, who do not have a direct contract with the Contractor,

**.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

**.2** have sent a Claim to the Surety (at the address described in Section 13).

**5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**7.2** Pay or arrange for payment of any undisputed amounts.

**7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **16 Definitions**

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract.** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



**Per Elwood Course Offerings Applied Math 1 & Applied Math 2 courses are offered. The descriptions of each course are as follows:**

**Applied Math I: Grades 9-12:** This course prepares students for Algebra I by developing a strong foundation of algebra. This course pairs well with Algebra I for students who may need extra support.

**Applied Math II: Grades 10-12, Prerequisite Applied Math I:** This course reviews the concepts of algebra and probability while introducing the studies of geometry and trigonometry.

Students taking Applied Math 1 & 2 are typically those students who have difficulty in the area of math and the leap to higher mathematics courses is not in their best interests. Typically students will take Applied Math 1 and then proceed to Algebra 1 and possibly Geometry but rather than moving on to Algebra 2, Trigonometry, and/or Pre-Calculus, will then take Applied Math 2.

A majority of these students would benefit from a hands-on approach to math as opposed to a conceptual approach. Also, many of these students plan to either pursue a two-year degree from a technical school or join the workforce without pursuing a post-secondary degree.

I have searched and researched curriculum for students such as those described above and have found surprisingly few curriculums geared towards them. One curriculum however stands out. AMME (pronounced "aim") is Applied Math Made Easy.

Highlights are shown below:

- Materials are written by teachers who understand the challenges of teaching students in the lower 50%.
- AMME materials are specifically designed to reach the students who, often due to their learning style, struggle in traditional math courses.
- AMME materials include thumb (flash) drive with all Word files for both Mac and PC users.
- Material is 100% editable.
- The units have been set up as a 2-year course but splitting it into thirds and using the middle third as Algebra 1 is highly recommended. (The

material was created in Wisconsin and approved by the University of Wisconsin to count as an Algebra 1 course)

- Yearly updates are available but not required. (\$479/complete; \$100 Tax Return/Credit Scores)
- 100% refundable if not satisfied ( They've had 2 refund requests since 1995!)

Cost:

Course 1: \$1579

Course 2 \$1579

Shipping: \$60 per course

The following list is a unit by unit description of all units.

## **Applied Math 1**

### **Unit 1: Measuring Up in Math**

This unit is written to ensure all students start with similar basic skills. Students will review **fractions** by using rulers (both in English and Metric) to measure and make things. They will also be given an introduction to the features of a **scientific calculator** and will **compute with numbers in integer, decimal, and fraction formats**.

### **Unit 2: 100% Smarter!**

This unit is designed to help students become familiar with solving problems with **real-life applications that utilize percent**. Students will review the renaming of fractions and decimals as percents. They will be taught to visualize percents by sketching rectangles and estimating both the percentages and amounts of items. **Proportions** will be used to solve all types of applications of percents.

### **Unit 3: Label Explosions**

In this unit, students are taught an invaluable method to **solve problems by just canceling labels**. The formal name of this method is dimensional analysis, we just call it the "Label Method." AMME uses this method as our keystone, problem-solving method throughout all our units.

### **Unit 4: Don't Worry! Be Happy! No Problem, Man!**

This unit is written to assist the student in developing **problem solving skills**. Students will use the label method, but will also be given four different techniques to use. Our key motto for this unit is "read a little, write a little." The "writing" may take the format of a picture, diagram or chart.

### **Unit 5: Mental Wizardry**

This unit teaches mental math tricks to develop number sense. Students will review the use of **rounding and estimating** with addition, subtraction, multiplication, and division. The labs are designed to encourage the use of estimation for problem solving.

### **Unit 6: Opposites Attract**

This unit is designed to help students understand the basics of simple **algebraic equations**. Topics included are opposites, absolute value, and the combining of like terms. Students will also be introduced to inverse operations

as they pertain to one and two-step equations. Applications of simple physical science formulas will help them understand the importance of algebra.

### **Unit 7: Made in France**

Students learn more about our measuring system in the areas of **weights, lengths and capacities**. They will also learn how and why the metric system was invented and will get to practice measuring in both the **English and metric systems**. They also measure with **vernier calipers and with micrometers**.

### **Unit 8: Hablas Algebra?**

The purpose of this unit is to help students become fluent in the language of algebra. Students will learn to **translate sentences into algebraic and mathematical symbols**, and then use the language of algebra to assist them in problem solving.

### **Unit 9: What's Your Angle?**

In this unit students will become familiar with different **concepts of geometry**. Students learn the vocabulary of polygons, circles, angles, triangles, and lines (both parallel and perpendicular). They will understand the derivation of pi and use it to find circumferences of circles. Students will also study relationships of angles and will learn that the sum of the measures of the angles in a triangle is  $180^\circ$ .

### **Unit 10: From Numbers to Pictures**

This unit is designed to assist students in becoming graph literate. Students will be able to **interpret data** from graphs and design graphs to **illustrate data**.

## **Applied Math 2**

### **Unit 11: Welcome Back!**

This unit is written to ensure that all students have the **key skills** they will need for success in Course II. While most Applied Math I classes do not complete all ten units of Course I, this unit still can be the first one taught in the second year.

### **Unit 12: Taking Up Space**

In this unit, students learn to find the **areas and perimeters** of geometric shapes. Students will review how to use **algebraic formulas and inverse operations**. They will be introduced to the multiple facets involved in running a company.

### **Unit 13: Fill It Up!**

In this unit, students will learn how to describe **three-dimensional geometric objects** and will be able to find the **volume** of those shapes. Students will be able to use the formulas to find volume. Students also utilize inverse operations to find missing dimensions when the volume of a geometric object is given.

### **Unit 14: What's My Line?**

In this unit, students are taught about **linear equations**. They will learn that a linear equation is the result of a constant change, and also learn how to find and use slope in practical applications. The coordinate plane will be reviewed and students will graph equations using a T-chart as well as slope-intercept form. Students will also solve systems of linear equations by graphing.

### **Unit 15: What's Your Cover?**

This unit is designed to help students become familiar with solving real-life applications regarding **surface area and density**. The objective of teaching surface area and density in applied math is to have students understand these concepts so they can use them in later life. For that reason, we believe that it is important for students to understand the formulas for area and volume so they can pull them from their minds at a later date. While they are studying density, students will be helped to understand why boats float and hot air balloons rise. Practice of algebraic skills will also occur as students make use of formulas.

### **Unit 16: You Deserve the Power**

Students will learn the definition of **integral exponents** (positive, negative and zero), the **laws of manipulating them**, and also learn the importance of

**scientific notation.** Practical applications of exponents and scientific notation will be shown.

### **Unit 17: A Radical Idea**

This unit will help students learn more about **square roots and other radicals.** Since this is an applied class, students often use decimal approximation of radicals, yet we know many students will be taking geometry or advanced algebra after this class, so we do teach students how to use simplest radical form. **The Pythagorean Theorem and the special 30-60 and 45-45 right triangles** will also be studied along with their applications.

### **Unit 18: It's Greek to Me**

This unit will teach students **basic trigonometry.** They will learn to apply right-triangle trigonometry along with the Law of Sines and the Law of Cosines. Students also will learn how to use the Unit Circle.

### **Unit 19: Powerful Equations**

This unit will emphasize **quadratic equations.** Students will learn how to solve quadratic equations using the quadratic formula. Labs will require collecting data, graphing the parabolic data, and finding quadratic equations with the assistance of graphing calculators. Students will also need to use trig, along with the quadratic formula to solve some problems.

### **Unit 20: Can You Loan Me a Buck?**

This unit is designed to help students learn more about becoming better consumers. In this unit, we will focus on the mathematics of **mortgages, credit cards, and some interesting applications of percent.** This unit stresses how to **calculate interest** in time periods from daily to annually.

### **Unit 21: "Double or Nothing."**

This unit is designed to introduce students to basic concepts of probability and statistics, such as: **mean, median and mode, measures of central tendency, standard deviation, and probability.** Students will understand the relevance of statistics and probability in today's world. They will also know how to find **permutations and combinations** of sets of numbers

Questions? I'd love to answer them!

Carmen Williamson

# NOTICE OF HEARING TO AMEND THE 2025-26 BUDGET

Elwood Public School (37-0030) in Gosper County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 13thday of April, 2026 at 7:15 o'clock, PM, at Elwood Public School Library for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed amendment. If not amended the Building Fund will exceed the original budget due to playground project, south entry remodel and purchase of property at 109 Railroad St. The amendment will not increase the 2025-2026 levy. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

## Summary of Proposed Amended Budget

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2023-2024 (1)	2024-2025 (2)	2025-2026 (3)			
Special Building	\$ 311,329.00	\$ 822,000.00	\$ 1,834,119.00		\$ 1,314,073.00	\$ 525,299.00

## Summary of Original Adopted Budget on September 8, 2025

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2023-2024 (1)	2024-2025 (2)	2025-2026 (3)			
General	\$ 4,211,526.00	\$ 4,861,139.00	\$ 5,015,458.00	\$ 1,440,000.00	\$ 3,037,818.00	\$ 3,452,162.00
Depreciation	\$ 417,206.00	\$ 197,050.00	\$ 696,487.00		\$ 696,487.00	
Employee Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 99,979.00	\$ 110,000.00	\$ 200,000.00	\$ -	\$ 200,000.00	
School Nutrition	\$ 176,587.00	\$ 197,547.00	\$ 340,000.00	\$ -	\$ 340,000.00	
Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Building	\$ 311,329.00	\$ 822,000.00	\$ 1,484,119.00		\$ 964,073.00	\$ 525,299.00
Qualified Capital Purpose Undertaking	\$ -	\$ 927.00	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Fee	\$ 9,232.00	\$ 450.00	\$ 13,862.00	\$ -	\$ 13,862.00	
<b>TOTALS</b>	\$ 5,225,859.00	\$ 6,189,113.00	\$ 7,749,926.00	\$ 1,440,000.00	\$ 5,252,240.00	\$ 3,977,461.00

Bond Purposes	Non-Bond Purposes	Total
Breakdown of Property Tax	\$ -	\$ 3,977,461.00

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Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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\$ -	\$ 3,977,461.00	\$ 3,977,461.00

Breakdown of Property Tax