



AIA® Document A101™ – 2007

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

AGREEMENT made as of the ___ day of _____ in the year 20__.
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, legal status, address and other information)

Platte County School District 71-0067, a/k/a Humphrey Public Schools
a Nebraska political subdivision
405 South 7th Street
Humphrey, Nebraska 68642
Telephone: (402) 923-1230 / Fax: (402) 923-1235
hereinafter called "Owner".

and the Contractor:

(Name, legal status, address and other information)

[Insert contractor information]

for the following Project:

(Name, location and detailed description)

Upgrades to the existing Humphrey Public Schools outdoor athletic complex located in Humphrey, Nebraska, to include the construction of a new all-weather track, synthetic turf football field, storage building and renovations to the existing stadium bleachers.

(Paragraph deleted)

The Architect/Engineer:

(Name, legal status, address and other information)

Bahr Vermeer & Haecker, Architects, Ltd.
a Nebraska corporation
440 North 8th Street, Suite 100
Lincoln, NE 68508
Telephone: 402-475-4551
hereinafter called "Architect"

Architect's Consultant/Engineer:

REGA Engineering Group, Inc.
a Nebraska corporation
1620 South 70th Street, Suite 103
Lincoln, NE 68506
Telephone: 402-484-7342 / Fax: 402-484-7344

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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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User Notes:

(1516795481)

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

§ 1.2 This Agreement, as amended, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if signed by Contractor and the authorized representative of Owner's Board of Education. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. Any reference to any Contract Document shall mean the document as amended and/or supplemented for this Project.

§ 1.3 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Education. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND EXECUTION AND PROGRESS OF THE WORK

§ 3.1 DATE OF COMMENCEMENT: The date of commencement of the Work shall be the
(Paragraphs deleted)

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first business day after the Contractor receives a written Notice to Proceed issued by the Architect (See attached letter from Project Architect to the Contractor). The notice to proceed shall not be issued by the Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Education, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2007, as amended.

§ 3.2 The Contract Time shall be measured from the date of commencement which shall occur not later than on [insert date]. The date of commencement may occur prior to [insert date] upon written agreement between the Contractor and Owner.

§ 3.3 SUBSTANTIAL COMPLETION: The Contractor shall achieve Substantial Completion of the entire Work not later than **[Insert number of days]** calendar days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Date of Substantial Completion for all phases of the Work shall occur on or before [insert date].

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 EXECUTION AND PROGRESS OF THE WORK

§ 3.4.1 The Contractor shall meet the schedule established by the Owner for the Work, and the Project as a whole. The Owner shall cooperate with the Contractor to allow the Contractor to schedule and perform the Contractor's Work to avoid conflict, delay in or interference with the Work of the Owner, other Contractors or Owner's own forces.

§ 3.4.2 The Contractor shall promptly (within 2 weeks of project award) submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in such sequence as to cause no delay in the Work or in the activities of the Owner, or other Contractors.

§ 3.4.3 The Contractor shall submit to the Owner a schedule of values allocated to the various parts of the Work of this Contract, aggregating the Contract Sum, made out in such detail as the Owner and Contractor may agree upon or as required by the Owner, and supported by such evidence as the Owner may require. In applying for payment, the Contractor shall submit statements based upon this schedule.

§ 3.4.4 The Contractor shall furnish to the Owner periodic progress reports on the Work of this Project as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

§ 3.4.5 The Contractor agrees that the Owner and the Architect will each have the authority to reject Work of the Contractor which does not conform to the Contract Documents. The Owner's decisions in consultation with the Architect on matters relating to the quality of workmanship and aesthetic effect of the work performed by the Contractor shall be final and binding on the Contractor if consistent with the intent expressed in the Contract Documents.

§ 3.4.6 The Contractor shall pay for all materials and equipment used in connection with the performance of the Work of the Project through the period covered by previous payments received from the Owner or in accordance with the terms of such purchase agreements entered into by the Contractor, whichever is earlier, and shall pay for labor as incurred, and shall furnish satisfactory evidence, when requested by the Owner, to verify compliance with the above requirements.

§ 3.4.7 The Contractor shall take necessary precautions to protect the Work of other contractors from damage caused by operations under this Agreement.

§ 3.4.8 The Contractor shall cooperate with the Owner, other Contractors and the Owner's own forces whose Work might interfere with the Contractor's Work. The Contractor shall participate in the preparation of coordinated

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drawings in areas of congestion, if required by the Contract Documents, specifically noting and advising the Owner of potential conflicts between the Work of the Contractor and that of the Owner, other Contractors or the Owner's own forces.

§ 3.4.9 The Contractor shall have a continuing duty to provide and update a list of Sub-Contractors and suppliers. The Owner must approve any subcontractors under this Agreement and such subcontractors shall comply with the requirements of this Agreement.

§ 3.4.10 The Contractor recognizes that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the Owner's schedule of the Work during the progress of construction. Contractor agrees that Owner cannot guarantee Contractor will be able to start Work on any particular date or continue without interruption once started, provided that if the Work of the Project is interrupted by the Owner the Substantial Completion date set forth in paragraph 3.3 above will be amended.

§ 3.5 LAWS, PERMITS, FEES AND NOTICES

§ 3.5.1 The Contractor shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of the Project. The Contractor shall secure and the Owner shall pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Contractor's Work.

§ 3.5.2 The Contractor shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of the Contract Documents.

§ 3.6 SAFETY PRECAUTIONS AND PROCEDURES

§ 3.6.1 SAFETY IN THE PERFORMANCE OF THW WORK: The Contractor shall take reasonable safety precautions with respect to performance of the Work under the Contract Documents, shall comply with safety measures initiated by the Owner and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the AIA A201 – 2007 Edition, *General Conditions of Contract for Construction*, as amended. and this Agreement The Contractor shall report to the Owner within twenty-four (24) hours an injury to an employee or agent of the Contractor which occurred at the site.

§ 3.6.1.1 In the performance of the Contract Documents, the Contractor shall, at no additional cost to the Owner, comply with all laws and regulations relating to safety and with the Owner's safety rules and regulations.

§ 3.6.1.1.1 The Contractor agrees to fully comply with the Occupational Safety and Health Act (OSHA) of 1970, and any amendments thereto, and any and all regulations issued pursuant thereto. As a term and condition of this Agreement, the Contractor shall indemnify and hold the Owner harmless from any claims or charges of any kind by reason of the Contractor failing to fully comply with the Occupational Safety and Health Act of 1970 and the regulations thereto. Contractor agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply.

§ 3.6.1.1.2 It will be a requirement of this Agreement that all Contractors must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the Owner resulting from violations of the OSHA standards by the Contractor will be deducted from payment for work performed.

§ 3.6.1.1.3 The Contractor will hold a weekly safety meeting and provide reports of the topics discussed to the Owner, if requested. Contractor will make available on request of the Owner evidence of not less than a weekly scheduled safety inspection performed by a competent person for the time in which the aforesaid Contractor is on the job to the extent of their work only.

§ 3.6.1.1.4 The Contractor agrees that if in the performance of this Agreement, it becomes necessary, convenient, advisable to remove, replace or interfere with any safety device or controls installed by the Owner or another Contractor, the Contractor shall notify and obtain the written authorization from the Owner to remove, replace or interfere with any safety device or controls. The Contractor will replace or restore such devices or controls at its own expense as soon as possible to maintain the effectiveness of such safety device or control, and not less than on a daily basis. In the event that safety devices or controls are not to be replaced or restored, the Contractor agrees to reimburse

the Owner for doing so. (Safety devices herein are defined as handrails, temporary fencing, barricades, traffic control devices, etc.).

§ 3.6.1.1.5 The Contractor shall set up, arrange, coordinate and obtain all inspections for their work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc. needing testing or inspection prior to being covered up must be made by the Contractor in sufficient time to allow for inspection, and the Contractor shall not cover-up any area until the inspections are complete.

§ 3.6.1.1.6 A Work Plan may be required by the Owner outlining the step-by-step procedures that are necessary to accomplish the installation, including all safety considerations.

§ 3.6.1.1.7 Contractor hereby verifies that he has notified the Owner in writing of any hazardous chemicals or mixtures containing one or more hazardous chemicals which are to be provided under the Contract Documents. "Hazardous Chemicals" are defined as "Any chemical which is a physical hazard or health hazard." For each item to be provided by Contractor under the Contract Documents which is identified as a hazardous chemical, the Contractor shall provide an Material Safety Data Sheet (MSDS) to the Owner.

§ 3.6.1.1.8 The Contractor shall be solely responsible for the health and safety of its employees, agents, subcontractors and representatives. In addition, the Contractor shall take all necessary and prudent safety precautions with respect to its work and shall fully and timely comply with all safety programs initiated by the Owner, as well as with all applicable laws, ordinances, rules, permits, regulations and orders of any public authority for the safety of persons or property. The Owner is not responsible in any manner for the safety of Contractor's work or its employees, agents or representatives.

§ 3.6.1.1.9 If the Contractor fails to correct any procedures, acts or conditions which the Owner believes are unsafe within an eight (8) hour period of written notification by the Owner, or any public authority, the Owner may (but has no contractual obligation to do so) correct the unsafe practice and charge the Contractor for all costs, direct and indirect, for correction, plus ten percent (10%) for overhead, ten percent (10%) for profit and twenty percent (20%) for a safety premium. This specifically includes, but is not limited to, the cleanup of construction debris and the replacement or installation of railings or barricades. Contractor's repeated failures to timely and satisfactorily correct unsafe procedures, acts or conditions as aforesaid shall constitute a material default upon which a termination may be based without any further or additional notice to the Contractor.

§ 3.6.2 SAFETY RELATED TO HAZARDOUS SUBSTANCES OR MATERIALS: If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, the Contractor's Sub-contractors or anyone directly or indirectly employed by them, the Contractor shall, prior to harmful exposure of anyone on the site to such substance, give written notice of the chemical composition thereof to the Owner in sufficient detail and time to permit compliance with such laws by the Owner, other Contractors and other employees on the site.

§ 3.6.2.1 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, mercury, lead 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 report the condition to the Owner in writing. When the material or substance has been rendered harmless, the Contractor's Work in the affected area shall resume upon written agreement of the Owner and Contractor.

§ 3.6.3 CONTRACTOR'S RESPONSIBILITY AND SUPERVISION OF CONSTRUCTION SITE AND ON-SITE PERSONNEL:

§ 3.6.3.1 ACTS OR OMISSIONS OF CONTRACTOR'S EMPLOYEES: 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages,

possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work; provided that Contractor's forces will not be required to wear identification badges.

§ 3.6.3.2 SITE SECURITY IDENTIFICATION: Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 3.6.3.3 VEHICLE PARKING: Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 3.6.3.4 COMPLIANCE WITH APPLICABLE ORDINANCES: Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 3.6.3.5 THEFT DETERRENCE PROGRAM: Contractor shall consult and coordinate with Owner with analysis of cost of the institution of a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or adjoining property.

§ 3.6.4 EXCLUSION OF PERSONS WITH CRIMINAL RECORDS AND CRIMINAL HISTORY CHECKS:

§ 3.6.4.1 NON-ASSIGNMENT OF PERSON WITH CRIMINAL RECORD: The Contractor shall not assign any individual or agent to any work on an awarded project with a disqualifying criminal history as defined by the Owner's policy, regulations, practices or directives as described in paragraph 3.6.4.4.

§ 3.6.4.2 Contractor shall obtain from the **Nebraska State Patrol and other appropriate authorities when employing personnel residing outside the state of Nebraska** all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

§ 3.6.4.3 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.6.4.4 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by

the Owner, or one of the following offenses, if at the time of the offense, the victim was under 19 years of age or enrolled in a public school: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.; or an equivalent offense under federal law or the laws of another state.

§ 3.7 CLEANING UP

§ 3.7.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under the Contract Documents. The Contractor shall not be held responsible for unclean conditions caused by other Contractors.

§ 3.7.2 If the Contractor fails to clean up the Contractor's work area, the Owner may charge the Contractor for the Contractor's appropriate share of cleanup costs.

§ 3.8 WARRANTY

§ 3.8.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work of this Contract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, or improper operation. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

§ 3.9 INDEMNIFICATION AND DAMAGES

§ 3.9.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from performance of the Contractor's Work under the Contract Documents, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.9.

§ 3.9.2 In claims against any person or entity indemnified under this Section 3.9 by an employee of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.9.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.9.3 CLAIMS FOR CONSEQUENTIAL DAMAGES: The Owner expressly retains and reserves all claims against the Contractor for consequential damages arising out of or relating to this Contract; this paragraph expressly supersedes paragraph 15.1.6 of the AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 3.10 CHANGES IN THE WORK

§ 3.10.1 The Owner may make changes in the Work by issuing modifications to the Contract Documents as defined at Section 1.1.1 of the AIA A201 - 2007 Edition, *General Conditions of Contract for Construction*, as amended. Upon receipt of such a Modification issued subsequent to the execution of the Agreement, the Owner shall promptly notify the Contractor of the Modification. Unless otherwise directed by the Owner, the Contractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Contract Documents.

§ 3.10.2 The Contractor may be ordered in writing by the Owner, without invalidating this Agreement, to make changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, including those required by Modifications to the Agreement issued subsequent to the execution of this Agreement, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor, prior to the commencement of such

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changed or revised Work, shall submit promptly to the Owner written copies of a claim for adjustment to the Contract Sum and Contract Time Documents as defined at Section 15.1 of the AIA A201 – 2007 Edition, *General Conditions of Contract for Construction*, as amended, for such revised Work in a manner consistent with requirements of the Contract Documents.

§ 3.10.3 The Contractor shall make all claims promptly to the Owner for additional cost, extensions of time and damages for delays or other causes in accordance with the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a base bid of **[insert amount] DOLLARS (\$[insert amount])**, such amount subject to additions and deductions as provided in the Contract Document.s

§ 4.2 The Contract 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.)

[insert alternates, if applicable]

§ 4.3 Unit prices, if any:

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

(Table deleted)

[insert unit prices, if applicable]

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **25th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **last** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **sixty (60)** days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%) of the first fifty percent (50%) of the Contract Sum, and not less than five percent (5%) for the last fifty percent (50%) of the Contract Sum. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007 Edition, *General Conditions of Contract for Construction*, as amended;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%) of the Contract Sum;
- .3 Subtract the aggregate of previous payments made by the Owner; and,
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 Edition, *General Conditions of Contract for Construction*, as amended.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims;
(Section 9.8.5 of AIA Document A201–2007 Edition, *General Conditions of Contract for Construction*, as amended, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007 Edition, *General Conditions of Contract for Construction*, as amended; and
- .3 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum minus any disputed sum, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 Edition, *General Conditions of Contract for Construction*, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 and 9.10.2 of AIA Document A201–2007, as amended; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than thirty (30) calendar days after the issuance of the Architect’s final Certificate for Payment.

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ARTICLE 6 DISPUTE RESOLUTION

(Paragraphs deleted)

§ 6. All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2007, as amended.

§ 6.2 BINDING DISPUTE RESOLUTION

For all Claims, whether or not presented to mediation pursuant to Section 15.3 of AIA Document A201-2007 Edition, *General Conditions of Contract for Construction*, as amended, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007 Edition, *General Conditions of Contract for Construction*, as amended.
- Litigation in a court of competent jurisdiction.
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 Edition, *General Conditions of Contract for Construction*, as amended.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 Edition, *General Conditions of Contract for Construction*, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 Edition, *General Conditions of Contract for Construction*, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)*

Six percent (6%) per annum

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

Greg Sjuts, Superintendent of Schools
Humphrey Public Schools
405 South 7th Street
Humphrey, Nebraska 68642
Telephone: (402) 923-1230
Fax: (402) 923-1235

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

[Insert contractor's information]

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 8.6 Other provisions:

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User Notes:

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§ 8.6.1 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 8.6.1.1 Temporary facilities, equipment and services shall be furnished as required in the Contract Documents.

§ 8.6.1.2 Specific working conditions:

§ 8.6.1.3 The Contractor hereby acknowledges that there may be certain collective bargaining agreements with various union crafts, which agreements may affect the Work of Contractors, including Contractor, while working on this Project. Contractor agrees that, to the extent any such agreement is applicable to Work performed by the Contractor, the Contractor shall take all steps necessary to comply with the Contractor articles or other applicable provisions of any such collective bargaining agreements. If any portion of Contractor's Work is further subcontracted, Contractor shall require its lower subcontractors to be bound by and observe all terms and provisions of such collective bargaining agreements to the same extent as is hereby required of the Contractor.

§ 8.6.1.4 Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of the Contractor, the Owner, or any other Contractor or person, the Contractor will, contingent upon Owner providing a picket-free entrance, continue to perform the Work required herein without interruption or delay. Owner shall have no obligation to provide a picket-free entrance should such labor activity be directed at Contractor. In the event the Contractor fails to continue performance of the Work without interruption or delay because of such picket or other form of labor dispute, the Owner may terminate the Agreement after giving forty-eight (48) hours' written notice of an intent to do so, or the Owner may invoke any of the rights set forth elsewhere in this Agreement.

§ 8.6.1.5 The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex or national origin, as prohibited by the Nebraska Fair Employment Practice Act. The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement.

§ 8.6.1.6 The Contractor by execution of this agreement certifies that the Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a bid and by execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

§ 8.6.1.7 The Contractor by execution of this agreement agrees that the Contractor shall not assign any individual or agent to any work on any portion of the project with a criminal record of a serious nature as defined by the Owner's policy, regulations, practices or directives and the General Conditions, as amended, including but not limited to any of the following: (a) rape, including statutory rape, or any other sexual assault; (b) sexual conduct with a minor of any kind; (c) abuse of a minor or child of any kind; (d) endangerment of a child or debauching a minor; (e) public indecency; (f) prostitution, pandering, or keeping a place of prostitution; (g) assault or battery; (h) kidnapping, false imprisonment or abduction; (i) child pornography; or (j) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

§ 8.6.1.8 The Contractor shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. § 48-601, et. seq. (Reissue 1998), as amended, on wages paid to individuals employed in the performance of the Agreement, and shall provide the Owner with written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Agreement have been made by the Contractor to the Unemployment Fund.

§ 8.6.2 Project work hours shall be established by the Owner.

§ 8.7 VERIFICATION OF IMMIGRATION STATUS

The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of

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new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

§ 8.7 EQUAL OPPORTUNITY EMPLOYER: By signing this Agreement, the Contractor does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each subcontractor shall certify, that it is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants, and does not discriminate against any employee or applicant for employment by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a proposal and signing an Agreement with the Owner, the Contractor and any Contractor agrees to actively continue and implement this policy throughout any awarded project.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor as amended by Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended by Owner, PROVIDED that in the event of any inconsistency between the AIA Document A201–2007, as amended, and the AIA Document A101–2007, as amended, the AIA Document A101–2007 shall control.

§ 9.1.3 The Project Manual, including Supplementary and other Conditions of the Contract: **See Attachment A.**
(Table deleted)

§ 9.1.4 The Specifications: **See Attachment A.**
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
(Table deleted)

§ 9.1.5 The Drawings: **See Attachment B.**
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
(Table deleted)

§ 9.1.6 The Addenda, if any:
(Paragraphs deleted)
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

- .1 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Job Site Security Requirements
Criminal Record Disclosure
Criminal Record Certification

ARTICLE 10 INSURANCE AND BONDS

§ 10.1 The Contractor shall purchase and maintain insurance of the types of coverage and limits of liability required by Article 11 of AIA A201-2007, as modified.

§ 10.1.2 Coverages, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Contractor’s Work until date of final payment and termination of any coverage required to be maintained after final payment to the Contractor.

§ 10.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Contractor’s Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required in Article 5. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor’s information and belief.

§ 10.1.4 The Owner shall furnish to the Contractor satisfactory evidence of insurance required of the Owner under the Contract Documents.

§ 10.2 PERFORMANCE BOND AND PAYMENT BOND

Pursuant to Section 11.4 of AIA A201-2007, as amended, the Contractor shall, as required by Neb. Rev. Stat. § 52-118, furnish such payment bonds, as necessary, and bonds covering faithful performance of the Agreement and payment of obligations arising thereunder with minimum Best Rating "A". Bonds may be obtained through the Contractor’s usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 10.3 PROPERTY INSURANCE

See Section 11.3 in AIA A201-2007, General Conditions of the Contract for Construction, as amended., Article 11.

§ 10.4 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their Contractors, Subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect’s consultants, separate contractors, and any of their Contractors, Subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Agreement, if a similar waiver is provided in the Contract Documents, or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Contractor shall require of the Contractor’s Subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity who would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Contractor shall be responsible for payment of the deductible, if any, in the event of an insured loss arising out of Contractor’s Work.

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

Platte County School District 71-0067, a/k/a Humphrey
Public Schools

[Insert contractor]

OWNER (Signature)

CONTRACTOR (Signature)

_____, President, Board of Education
(Printed name and title)

(Printed name and title)

(Paragraphs deleted)



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Additions and Deletions Report for AIA[®] Document A101[™] – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:42:03 on 10/23/2014.

PAGE 1

AGREEMENT made as of the day of day of in the year 20 .
(In words, indicate day, month and ~~year~~ year)

...

Platte County School District 71-0067, a/k/a Humphrey Public Schools
a Nebraska political subdivision
405 South 7th Street
Humphrey, Nebraska 68642
Telephone: (402) 923-1230 / Fax: (402) 923-1235
hereinafter called "Owner".

...

[Insert contractor information]

...

Upgrades to the existing Humphrey Public Schools outdoor athletic complex located in Humphrey, Nebraska, to include the construction of a new all-weather track, synthetic turf football field, storage building and renovations to the existing stadium bleachers.

~~The Architect:~~The Architect/Engineer:

...

Bahr Vermeer & Haecker, Architects, Ltd.
a Nebraska corporation
440 North 8th Street, Suite 100
Lincoln, NE 68508
Telephone: 402-475-4551
hereinafter called "Architect"

Architect's Consultant/Engineer:
REGA Engineering Group, Inc.
a Nebraska corporation
1620 South 70th Street, Suite 103
Lincoln, NE 68506
Telephone: 402-484-7342 / Fax: 402-484-7344

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. ~~§ 1.1~~
The Contract Documents consist of this Agreement, Conditions of the Contract, as amended (General, Supplementary and other Conditions), all sections of the Project Manual, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 This Agreement, as amended, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if signed by Contractor and the authorized representative of Owner's Board of Education. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. Any reference to any Contract Document shall mean the document as amended and/or supplemented for this Project.

§ 1.3 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Education. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract.

...

~~ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION~~

ARTICLE 3 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND EXECUTION AND PROGRESS OF THE WORK

§ 3.1 DATE OF COMMENCEMENT: The date of commencement of the Work shall be the ~~date of this Agreement~~ unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

first business day after the Contractor receives a written Notice to Proceed issued by the Architect (See attached letter from Project Architect to the Contractor). The notice to proceed shall not be issued by the Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Education, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2007, as amended.

§ 3.2 The Contract Time shall be measured from the date of commencement, commencement which shall occur not later than on [insert date]. The date of commencement may occur prior to [insert date] upon written agreement between the Contractor and Owner.

§ 3.3 SUBSTANTIAL COMPLETION: The Contractor shall achieve Substantial Completion of the entire Work not later than (—) [Insert number of days] calendar days from the date of commencement, or as follows:

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Date of Substantial Completion for all phases of the Work shall occur on or before [insert date].

Portion of Work

Substantial Completion Date

...

§ 3.4 EXECUTION AND PROGRESS OF THE WORK

§ 3.4.1 The Contractor shall meet the schedule established by the Owner for the Work, and the Project as a whole. The Owner shall cooperate with the Contractor to allow the Contractor to schedule and perform the Contractor's Work to avoid conflict, delay in or interference with the Work of the Owner, other Contractors or Owner's own forces.

§ 3.4.2 The Contractor shall promptly (within 2 weeks of project award) submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in such sequence as to cause no delay in the Work or in the activities of the Owner, or other Contractors.

§ 3.4.3 The Contractor shall submit to the Owner a schedule of values allocated to the various parts of the Work of this Contract, aggregating the Contract Sum, made out in such detail as the Owner and Contractor may agree upon or as required by the Owner, and supported by such evidence as the Owner may require. In applying for payment, the Contractor shall submit statements based upon this schedule.

§ 3.4.4 The Contractor shall furnish to the Owner periodic progress reports on the Work of this Project as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

§ 3.4.5 The Contractor agrees that the Owner and the Architect will each have the authority to reject Work of the Contractor which does not conform to the Contract Documents. The Owner's decisions in consultation with the Architect on matters relating to the quality of workmanship and aesthetic effect of the work performed by the Contractor shall be final and binding on the Contractor if consistent with the intent expressed in the Contract Documents.

§ 3.4.6 The Contractor shall pay for all materials and equipment used in connection with the performance of the Work of the Project through the period covered by previous payments received from the Owner or in accordance with the terms of such purchase agreements entered into by the Contractor, whichever is earlier, and shall pay for labor as incurred, and shall furnish satisfactory evidence, when requested by the Owner, to verify compliance with the above requirements.

§ 3.4.7 The Contractor shall take necessary precautions to protect the Work of other contractors from damage caused by operations under this Agreement.

§ 3.4.8 The Contractor shall cooperate with the Owner, other Contractors and the Owner's own forces whose Work might interfere with the Contractor's Work. The Contractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Contract Documents, specifically noting and advising the Owner of potential conflicts between the Work of the Contractor and that of the Owner, other Contractors or the Owner's own forces.

§ 3.4.9 The Contractor shall have a continuing duty to provide and update a list of Sub-Contractors and suppliers. The Owner must approve any subcontractors under this Agreement and such subcontractors shall comply with the requirements of this Agreement.

§ 3.4.10 The Contractor recognizes that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the Owner's schedule of the Work during the progress of construction. Contractor agrees that Owner cannot guarantee Contractor will be able to start Work on any particular date or continue without interruption once started, provided that if the Work of the Project is interrupted by the Owner the Substantial Completion date set forth in paragraph 3.3 above will be amended.

§ 3.5 LAWS, PERMITS, FEES AND NOTICES

§ 3.5.1 The Contractor shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of the Project. The Contractor shall secure and the Owner shall pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Contractor's Work.

§ 3.5.2 The Contractor shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of the Contract Documents.

§ 3.6 SAFETY PRECAUTIONS AND PROCEDURES

§ 3.6.1 SAFEY IN THE PERFORMANCE OF THW WORK: The Contractor shall take reasonable safety precautions with respect to performance of the Work under the Contract Documents, shall comply with safety measures initiated by the Owner and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the AIA A201 – 2007 Edition, *General Conditions of Contract for Construction*, as amended. and this Agreement The Contractor shall report to the Owner within twenty-four (24) hours an injury to an employee or agent of the Contractor which occurred at the site.

§ 3.6.1.1 In the performance of the Contract Documents, the Contractor shall, at no additional cost to the Owner, comply with all laws and regulations relating to safety and with the Owner's safety rules and regulations.

§ 3.6.1.1.1 The Contractor agrees to fully comply with the Occupational Safety and Health Act (OSHA) of 1970, and any amendments thereto, and any and all regulations issued pursuant thereto. As a term and condition of this Agreement, the Contractor shall indemnify and hold the Owner harmless from any claims or charges of any kind by reason of the Contractor failing to fully comply with the Occupational Safety and Health Act of 1970 and the regulations thereto. Contractor agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply.

§ 3.6.1.1.2 It will be a requirement of this Agreement that all Contractors must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the Owner resulting from violations of the OSHA standards by the Contractor will be deducted from payment for work performed.

§ 3.6.1.1.3 The Contractor will hold a weekly safety meeting and provide reports of the topics discussed to the Owner, if requested. Contractor will make available on request of the Owner evidence of not less than a weekly scheduled safety inspection performed by a competent person for the time in which the aforesaid Contractor is on the job to the extent of their work only.

§ 3.6.1.1.4 The Contractor agrees that if in the performance of this Agreement, it becomes necessary, convenient, advisable to remove, replace or interfere with any safety device or controls installed by the Owner or another Contractor, the Contractor shall notify and obtain the written authorization from the Owner to remove, replace or interfere with any safety device or controls. The Contractor will replace or restore such devices or controls at its own expense as soon as possible to maintain the effectiveness of such safety device or control, and not less than on a daily basis. In the event that safety devices or controls are not to be replaced or restored, the Contractor agrees to reimburse the Owner for doing so. (Safety devices herein are defined as handrails, temporary fencing, barricades, traffic control devices, etc.).

§ 3.6.1.1.5 The Contractor shall set up, arrange, coordinate and obtain all inspections for their work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc. needing testing or inspection prior to being covered up must be made by the Contractor in sufficient time to allow for inspection, and the Contractor shall not cover-up any area until the inspections are complete.

§ 3.6.1.1.6 A Work Plan may be required by the Owner outlining the step-by-step procedures that are necessary to accomplish the installation, including all safety considerations.

§ 3.6.1.1.7 Contractor hereby verifies that he has notified the Owner in writing of any hazardous chemicals or mixtures containing one or more hazardous chemicals which are to be provided under the Contract Documents. "Hazardous Chemicals" are defined as "Any chemical which is a physical hazard or health hazard." For each item to be provided by Contractor under the Contract Documents which is identified as a hazardous chemical, the Contractor shall provide an Material Safety Data Sheet (MSDS) to the Owner.

§ 3.6.1.1.8 The Contractor shall be solely responsible for the health and safety of its employees, agents, subcontractors and representatives. In addition, the Contractor shall take all necessary and prudent safety precautions with respect to its work and shall fully and timely comply with all safety programs initiated by the Owner, as well as with all applicable laws, ordinances, rules, permits, regulations and orders of any public authority for the safety of persons or property. The Owner is not responsible in any manner for the safety of Contractor's work or its employees, agents or representatives.

§ 3.6.1.1.9 If the Contractor fails to correct any procedures, acts or conditions which the Owner believes are unsafe within an eight (8) hour period of written notification by the Owner, or any public authority, the Owner may (but has no contractual obligation to do so) correct the unsafe practice and charge the Contractor for all costs, direct and indirect, for correction, plus ten percent (10%) for overhead, ten percent (10%) for profit and twenty percent (20%) for a safety premium. This specifically includes, but is not limited to, the cleanup of construction debris and the replacement or installation of railings or barricades. Contractor's repeated failures to timely and satisfactorily correct unsafe procedures, acts or conditions as aforesaid shall constitute a material default upon which a termination may be based without any further or additional notice to the Contractor.

§ 3.6.2 SAFETY RELATED TO HAZARDOUS SUBSTANCES OR MATERIALS: If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, the Contractor's Sub-contractors or anyone directly or indirectly employed by them, the Contractor shall, prior to harmful exposure of anyone on the site to such substance, give written notice of the chemical composition thereof to the Owner in sufficient detail and time to permit compliance with such laws by the Owner, other Contractors and other employees on the site.

§ 3.6.2.1 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, mercury, lead 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 report the condition to the Owner in writing. When the material or substance has been rendered harmless, the Contractor's Work in the affected area shall resume upon written agreement of the Owner and Contractor.

§ 3.6.3 CONTRACTOR'S RESPONSIBILITY AND SUPERVISION OF CONSTRUCTION SITE AND ON-SITE PERSONNEL:

§ 3.6.3.1 ACTS OR OMISSIONS OF CONTRACTOR'S EMPLOYEES: 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work; provided that Contractor's forces will not be required to wear identification badges.

§ 3.6.3.2 SITE SECURITY IDENTIFICATION: Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 3.6.3.3 VEHICLE PARKING: Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 3.6.3.4 COMPLIANCE WITH APPLICABLE ORDINANCES: Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 3.6.3.5 THEFT DETERRENCE PROGRAM: Contractor shall consult and coordinate with Owner with analysis of cost of the institution of a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or adjoining property.

§ 3.6.4 EXCLUSION OF PERSONS WITH CRIMINAL RECORDS AND CRIMINAL HISTORY CHECKS:

§ 3.6.4.1 NON-ASSIGNMENT OF PERSON WITH CRIMINAL RECORD: The Contractor shall not assign any individual or agent to any work on an awarded project with a disqualifying criminal history as defined by the Owner's policy, regulations, practices or directives as described in paragraph 3.6.4.4.

§ 3.6.4.2 Contractor shall obtain from the **Nebraska State Patrol and other appropriate authorities when employing personnel residing outside the state of Nebraska** all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

§ 3.6.4.3 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.6.4.4 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 19 years of age or enrolled in a public school: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.; or an equivalent offense under federal law or the laws of another state.

§ 3.7 CLEANING UP

§ 3.7.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under the Contract Documents. The Contractor shall not be held responsible for unclean conditions caused by other Contractors.

§ 3.7.2 If the Contractor fails to clean up the Contractor's work area, the Owner may charge the Contractor for the Contractor's appropriate share of cleanup costs.

§ 3.8 WARRANTY

§ 3.8.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work of this Contract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, or improper operation. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

§ 3.9 INDEMNIFICATION AND DAMAGES

§ 3.9.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from performance of the Contractor's Work under the Contract Documents, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.9.

§ 3.9.2 In claims against any person or entity indemnified under this Section 3.9 by an employee of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.9.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.9.3 CLAIMS FOR CONSEQUENTIAL DAMAGES: The Owner expressly retains and reserves all claims against the Contractor for consequential damages arising out of or relating to this Contract; this paragraph expressly supersedes paragraph 15.1.6 of the AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 3.10 CHANGES IN THE WORK

§ 3.10.1 The Owner may make changes in the Work by issuing modifications to the Contract Documents as defined at Section 1.1.1 of the AIA A201 – 2007 Edition, *General Conditions of Contract for Construction*, as amended. Upon receipt of such a Modification issued subsequent to the execution of the Agreement, the Owner shall promptly notify the Contractor of the Modification. Unless otherwise directed by the Owner, the Contractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Contract Documents.

§ 3.10.2 The Contractor may be ordered in writing by the Owner, without invalidating this Agreement, to make changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, including those required by Modifications to the Agreement issued subsequent to the execution of this Agreement, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Owner written copies of a claim for adjustment to the Contract Sum and Contract Time Documents as defined at Section 15.1 of the AIA A201 – 2007 Edition, *General Conditions of Contract for Construction*, as amended, for such revised Work in a manner consistent with requirements of the Contract Documents.

§ 3.10.3 The Contractor shall make all claims promptly to the Owner for additional cost, extensions of time and damages for delays or other causes in accordance with the Contract Documents.

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~(\$—)~~), a base bid of [insert amount] DOLLARS (\$[insert amount]), such amount subject to additions and deductions as provided in the Contract Documents.~~Document.s~~

...

[insert alternates, if applicable]

...

Item

Units and Limitations

Price Per Unit (\$0.00)

[insert unit prices, if applicable]

...

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

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (~~—~~) sixty (60) days after the Architect receives the Application for Payment.

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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ ten percent (10%) of the first fifty percent (50%) of the Contract Sum, and not less than five percent (5%) for the last fifty percent (50%) of the Contract Sum. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document ~~A201™-2007, A201-2007 Edition, General Conditions of the Contract for Construction;~~ Construction, as amended;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%);~~ ten percent (10%) of the Contract Sum;
- .3 Subtract the aggregate of previous payments made by the Owner; ~~and~~ and.
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201-2007, A201-2007 Edition, General Conditions of Contract for Construction, as amended.~~

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims;~~and~~

(Section 9.8.5 of AIA Document A201-2007 Edition, General Conditions of Contract for Construction, as amended, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document ~~A201-2007.~~A201-2007 Edition, General Conditions of Contract for Construction, as amended; and
- .3 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

...

Not Applicable

...

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract ~~Sum, Sum~~ minus any disputed sum, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor ~~when~~after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document ~~A201-2007.~~A201-2007 Edition, General Conditions of Contract for Construction, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 and 9.10.2 of AIA Document A201-2007, as amended; and
- ~~.2~~.3 a final Certificate for Payment has been issued by the Architect.

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

Payment.

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~~§ 6.1 INITIAL DECISION MAKER~~

~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

§ 6. All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2007, as amended.

~~For any Claim subject to, but not resolved by, all Claims, whether or not presented to mediation pursuant to Section 15.3 of AIA Document A201-2007.~~A201-2007 Edition, General Conditions of Contract for Construction, as amended, the method of binding dispute resolution shall be as follows:

...

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007 Edition, General Conditions of Contract for Construction, as amended.
- Litigation in a court of competent ~~jurisdiction~~jurisdiction.

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2007~~, A201-2007 Edition, *General Conditions of Contract for Construction*, as amended.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2007~~, A201-2007 Edition, *General Conditions of Contract for Construction*, as amended.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 Edition, *General Conditions of Contract for Construction*, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

...

~~%—Six percent (6%) per annum~~

...

Greg Sjuts, Superintendent of Schools
Humphrey Public Schools
405 South 7th Street
Humphrey, Nebraska 68642
Telephone: (402) 923-1230
Fax: (402) 923-1235

...

[Insert contractor's information]

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

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§ 8.6.1 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 8.6.1.1 Temporary facilities, equipment and services shall be furnished as required in the Contract Documents.

§ 8.6.1.2 Specific working conditions:

§ 8.6.1.3 The Contractor hereby acknowledges that there may be certain collective bargaining agreements with various union crafts, which agreements may affect the Work of Contractors, including Contractor, while working on this Project. Contractor agrees that, to the extent any such agreement is applicable to Work performed by the Contractor, the Contractor shall take all steps necessary to comply with the Contractor articles or other applicable provisions of any such collective bargaining agreements. If any portion of Contractor's Work is further subcontracted, Contractor shall require its lower subcontractors to be bound by and observe all terms and provisions of such collective bargaining agreements to the same extent as is hereby required of the Contractor.

§ 8.6.1.4 Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of the Contractor, the Owner, or any other Contractor or person, the Contractor will, contingent upon Owner providing a picket-free entrance, continue to perform the Work required herein without interruption or delay. Owner shall have no obligation to provide a picket-free entrance should such labor activity be directed at Contractor. In the event the Contractor fails to continue performance of the Work without interruption or delay because of such picket or other form of labor dispute, the Owner may terminate the Agreement

after giving forty-eight (48) hours' written notice of an intent to do so, or the Owner may invoke any of the rights set forth elsewhere in this Agreement.

§ 8.6.1.5 The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex or national origin, as prohibited by the Nebraska Fair Employment Practice Act. The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement.

§ 8.6.1.6 The Contractor by execution of this agreement certifies that the Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a bid and by execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

§ 8.6.1.7 The Contractor by execution of this agreement agrees that the Contractor shall not assign any individual or agent to any work on any portion of the project with a criminal record of a serious nature as defined by the Owner's policy, regulations, practices or directives and the General Conditions, as amended, including but not limited to any of the following: (a) rape, including statutory rape, or any other sexual assault; (b) sexual conduct with a minor of any kind; (c) abuse of a minor or child of any kind; (d) endangerment of a child or debauching a minor; (e) public indecency; (f) prostitution, pandering, or keeping a place of prostitution; (g) assault or battery; (h) kidnapping, false imprisonment or abduction; (i) child pornography; or (j) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

§ 8.6.1.8 The Contractor shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. § 48-601, et. seq. (Reissue 1998), as amended, on wages paid to individuals employed in the performance of the Agreement, and shall provide the Owner with written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Agreement have been made by the Contractor to the Unemployment Fund.

§ 8.6.2 Project work hours shall be established by the Owner.

§ 8.7 VERIFICATION OF IMMIGRATION STATUS

The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

§ 8.7 EQUAL OPPORTUNITY EMPLOYER: By signing this Agreement, the Contractor does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each subcontractor shall certify, that it is an equal

opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants, and does not discriminate against any employee or applicant for employment by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a proposal and signing an Agreement with the Owner, the Contractor and any Contractor agrees to actively continue and implement this policy throughout any awarded project.

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§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor as amended by Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction~~Construction, as amended by Owner, PROVIDED that in the event of any inconsistency between the AIA Document A201-2007, as amended, and the AIA Document A101–2007,as amended, the AIA Document A101–2007 shall control.

§ 9.1.3 The Project Manual, including Supplementary and other Conditions of the Contract: See Attachment A.

Document	Title	Date	Pages
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§ 9.1.4 The Specifications: See Attachment A.

...

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

§ 9.1.5 The Drawings: See Attachment B.

...

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

§ 9.1.6 The Addenda, if any:

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

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

...

.1 AIA Document ~~E201™ – 2007~~, E201–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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Job Site Security Requirements
Criminal Record Disclosure
Criminal Record Certification

...

~~The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.~~ § 10.1 The Contractor shall purchase and maintain insurance of the types of coverage and limits of liability required by Article 11 of AIA A201-2007, as modified.

§ 10.1.2 Coverages, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Contractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Contractor.

§ 10.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Contractor's Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required in Article 5. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief.

§ 10.1.4 The Owner shall furnish to the Contractor satisfactory evidence of insurance required of the Owner under the Contract Documents.

§ 10.2 PERFORMANCE BOND AND PAYMENT BOND

Pursuant to Section 11.4 of AIA A201-2007, as amended, the Contractor shall, as required by Neb. Rev. Stat. § 52-118, furnish such payment bonds, as necessary, and bonds covering faithful performance of the Agreement and payment of obligations arising thereunder with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 10.3 PROPERTY INSURANCE

See Section 11.3 in AIA A201-2007, General Conditions of the Contract for Construction, as amended., Article 11.

§ 10.4 WAIVERS OF SUBROGATION

~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~ The Owner and Contractor waive all rights against (1) each other and any of their Contractors, Subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their Contractors, Subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Agreement, if a similar waiver is provided in the Contract Documents, or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Contractor shall require of the Contractor's Subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity who would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Contractor shall be responsible for payment of the deductible, if any, in the event of an insured loss arising out of Contractor's Work.

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

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

**Platte County School District 71-0067, a/k/a Humphrey
Public Schools**

[Insert contractor]

OWNER (Signature)

CONTRACTOR (Signature)

_____, President, Board of Education
(Printed name and title)

(Printed name and title)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rex R. Schultze, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:42:03 on 10/23/2014 under Order No. 5236626873_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)