

**\*Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

**TENTATIVE  
Special Board Meeting  
BOARD AGENDA**

**August 30, 2021  
7:30 PM**

1. Call Meeting to Order
2. Action Items (Discuss, Consider, May take action on the following)
  - 2.A. Consent Agenda
    - 2.A.1. Excuse Absent Board Members (as necessary)
    - 2.A.2. Treasurers Report
    - 2.A.3. Claims
  - 2.B. Sealed Bid Opening - Lots 7 and 8, Block 16, Village of Decatur, Burt County, Nebraska.
  - 2.C. Review, consider, and take all necessary action to (1) adopt a resolution selecting the construction management at risk contract delivery system, (2) approve the Construction Management at Risk Policy (3) designate members of the Construction Manager at Risk Selection Committee, (4) refer all construction manager at risk proposals to the Construction Manager at Risk Selection Committee, (5) authorize the superintendent to create and publish a Notice of Request for Proposals and to create the Request for Proposals and Proposal Instructions, and (6) take any other action deemed necessary or appropriate regarding the selection of the construction management at risk contract delivery system or required by the Political Subdivisions Construction Alternatives Act.
  - 2.D. Review, consider, and take action regarding an agreement for architectural services with Clark & Enersen for the demolition of a three-story building and the construction of an addition to the elementary and secondary school.
  - 2.E. Consider, discuss, & take necessary action to enter into a high school girls wrestling cooperative with Bancroft-Rosalie, starting in the 2021-2022 school year.
3. 2021-2022 Budget Workshop
4. Calendar Change - East Husker Conference Play Production
5. Adjournment

Suggested List of Motions

August 30, 2021

(Open Meetings Act rules posted on the north wall of the library)

1. \_\_\_\_\_ opened the meeting at \_\_\_\_\_ P.M.
2. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_

To approve the Consent Agenda items:

1. Excuse Absent Board Members (if necessary)
2. Treasurers Report
3. General Fund Claims
4. Special Building Fund Claims

Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_

3. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to approve \_\_\_\_\_ bid, by \_\_\_\_\_ for lots 7 and 8, block 16, Village  
of Decatur, Burt County, Nebraska.

Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_

4. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to (1) approve a resolution selecting the construction management at risk contract  
delivery system, (2) approve the Construction Management at Risk Policy (3) designate  
members of the Construction Manager at Risk Selection Committee, (4) refer all  
construction manager at risk proposals to the Construction Manager at Risk Selection  
Committee, (5) authorize the superintendent to create and publish a Notice of Request for  
Proposals and to create the Request for Proposals and Proposal Instructions, and (6) take  
any other action deemed necessary or appropriate regarding the selection of the  
construction management at risk contract delivery system or required by the Political  
Subdivisions Construction Alternatives Act.

Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_

5. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to approve the B133-2019 agreement between the school district and Clark & Enersen  
dated August 19, 2021, for the demolition of a three-story building and the construction  
of an addition to the elementary and secondary school.

Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_

6. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_

to approve a BRLD high school girls wrestling cooperative with Bancroft-Rosalie, starting in the 2021-2022 school year.

Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_

Discussion: 2021-2022 Budget.

Discussion: Calendar Change – Host for East Husker Conference Play Production.

7. \_\_\_\_\_ adjourned the meeting at \_\_\_\_\_ P.M.

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	1			
<b>Checking</b>	<b>1</b>	<b>Fund: 01</b>	<b>GENERAL FUND</b>	
25624	AC&R SPECIALISTS	SV032265	ICE MACHIINE REPAIR-LROOM	555.91
			<b>Vendor Total:</b>	<b>555.91</b>
25625	ACTIVITY FUND	20210830ACT	TRANSFER FUNDS FROM GF	5,000.00
			<b>Vendor Total:</b>	<b>5,000.00</b>
25626	AEDGRANT.COM	20210820AED	AED	1,232.14
			<b>Vendor Total:</b>	<b>1,232.14</b>
25627	AMAZON	439897536895	PAWS SUPPLIES	8.47
25627	AMAZON	796898548846	RUBBERMAID TRASH CANS	293.81
25627	AMAZON	853935478383	PAWS SUPPLIES	605.60
25627	AMAZON	854459458653	REFUND WOODEN FILE DRAWER	(165.99)
25627	AMAZON	975445498499	WIRELESS KEYBOARD-OFFICE	29.99
25627	AMAZON	977796793949	REPLACEMENT BATTERY-TECH	52.49
25627	AMAZON	985556575987	LABEL TAPE	27.98
		5		
			<b>Vendor Total:</b>	<b>852.35</b>
25628	APPEARA	0674709	SUPPLIES	87.03
			<b>Vendor Total:</b>	<b>87.03</b>
25629	ASSOCIATED FIRE PROTECTION	89910	TEST FIRE SYSTEM	1,393.00
			<b>Vendor Total:</b>	<b>1,393.00</b>
25630	CHRISTENSEN ELECTRIC LLC	4421	RECEPTICLES	711.35
25630	CHRISTENSEN ELECTRIC LLC	4430	OUTLETS IN CAFETERIA	230.17
25630	CHRISTENSEN ELECTRIC LLC	4437	AG BLDG LIGHT SWITCH	93.74
			<b>Vendor Total:</b>	<b>1,035.26</b>
25631	CITY OF LYONS	20210810CITY	UTILITIES	6,659.09
			<b>Vendor Total:</b>	<b>6,659.09</b>
25632	DECATUR ROCK	5005	SOUTH PARKING LOT ROCK	1,665.00
			<b>Vendor Total:</b>	<b>1,665.00</b>
25633	DIODE TECHNOLOGIES	9607	KEY FOBS	124.96
			<b>Vendor Total:</b>	<b>124.96</b>
25634	EDUCATIONAL SERVICE UNIT #2	SUMMER 2021	SUMMER SERVICES	2,172.30
			<b>Vendor Total:</b>	<b>2,172.30</b>
25635	FBG SERVICE CORPORATION	905375	JULY CLEANING	6,456.00
25635	FBG SERVICE CORPORATION	905780	CREDIT FOR NO SERVICE	(2,118.69)
			<b>Vendor Total:</b>	<b>4,337.31</b>
25636	FLEET US LLC	SI111751	FIELD PAINT	267.00
			<b>Vendor Total:</b>	<b>267.00</b>
25637	GENERATION GENIUS	GG82854	STREAMING SUBSCRIPTION	125.00
			<b>Vendor Total:</b>	<b>125.00</b>
25638	GREAT MINDS PBC	INV078887	EUREKA MATH	1,250.00
			<b>Vendor Total:</b>	<b>1,250.00</b>
25639	HOME DEPOT PRO, THE	633754353	TRASH LINERS	483.20
25639	HOME DEPOT PRO, THE	633754361	BOWL CLEANER	22.22
			<b>Vendor Total:</b>	<b>505.42</b>
25640	HOOVER, ALAN	081121	AHA CPR/FIRST AID	420.00
			<b>Vendor Total:</b>	<b>420.00</b>
25641	INNOVATIVE OFFICE SOLUTIONS	C81101871	DESK CHAIRS/TABLES	513.48
25641	INNOVATIVE OFFICE SOLUTIONS	IN3421118	SUPPLIES	80.70
25641	INNOVATIVE OFFICE SOLUTIONS	IN3444878	WHITE BOARD CLEANER	31.50
			<b>Vendor Total:</b>	<b>625.68</b>
25642	JENSEN PLUMBING & HEATING	20210806JENS	URINAL REPAIR	136.85
25642	JENSEN PLUMBING & HEATING	20210820JEN	SCIENCE ROOM DRAIN	90.00
			<b>Vendor Total:</b>	<b>226.85</b>
25643	KIWI CO	KE- 2E6F73D90603 2137	PAWS ONLIINE CURRICULUM	1,785.82

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
				<b>Vendor Total:</b>
				<b>1,785.82</b>
25644	LYONS MIRROR SUN	197781	NOTICES	12.60
25644	LYONS MIRROR SUN	198308	NOTICES	91.23
				<b>Vendor Total:</b>
				<b>103.83</b>
25645	MCGRAW-HILL SCHOOL EDUCATION LLC	118354520001	MUSIC APPRECIATION TEXTBOOKS	117.65
25645	MCGRAW-HILL SCHOOL EDUCATION LLC	118361683001	MUSIC APPRECIATION TEXTBOOKS	90.00
				<b>Vendor Total:</b>
				<b>207.65</b>
25646	MERCYONE MERCY MEDICAL SERVICES	20210802MERC Y	PHYSICALS - DA,KA CR FOR PT	100.00
				<b>Vendor Total:</b>
				<b>100.00</b>
25647	MYSTERY SCIENCE	141715	PAWS CURRICULUM	1,499.00
				<b>Vendor Total:</b>
				<b>1,499.00</b>
25648	N C S A	67838	ADMIN DAYS	675.00
				<b>Vendor Total:</b>
				<b>675.00</b>
25649	OFFICE NET	962587-0	OFFICE CHAIR	312.86
				<b>Vendor Total:</b>
				<b>312.86</b>
25650	OPC DIRECT.	1061570	PAPER TOWELS	317.78
25650	OPC DIRECT.	10615741	SOAP	586.12
				<b>Vendor Total:</b>
				<b>903.90</b>
25651	OPEN-UP RESOURCES	INV-14864	LANGUAGE WORKBOOKS-LO	300.00
				<b>Vendor Total:</b>
				<b>300.00</b>
25652	PENDER PUBLIC SCHOOL	20210801PEND	CORRECTED AMT FOR BASEBALL	142.45
				<b>Vendor Total:</b>
				<b>142.45</b>
25653	PETAL PUSHERS	3233	STAFF INS SUPPLIES	128.40
				<b>Vendor Total:</b>
				<b>128.40</b>
25654	RAY'S MIDBELL MUSIC	10578870	REPAIR ALTO SAX	81.39
				<b>Vendor Total:</b>
				<b>81.39</b>
25655	SCHOOL OUTLET	8009-2	SHIPPING ON TABLE	201.16
				<b>Vendor Total:</b>
				<b>201.16</b>
25656	SCHOOL SPECIALTY SUPPLY INC	208128151197	CLASS RECORDS	62.28
				<b>Vendor Total:</b>
				<b>62.28</b>
25657	SIOUX CITY JOURNAL	180- 00038865-2	SUBSCRIPTION	75.12
				<b>Vendor Total:</b>
				<b>75.12</b>
25658	TAESE	TRIST 22	TRI-STATE LAW CONF	375.00
				<b>Vendor Total:</b>
				<b>375.00</b>
25659	TONJES GLASS	844405	WINDSHIELD REPAIR	859.00
				<b>Vendor Total:</b>
				<b>859.00</b>
25660	UMO N HO N NATION PUBLIC SCHOOL	09012021	1ST SEMESTER LIFESKILLS PROGRAM	15,535.00
				<b>Vendor Total:</b>
				<b>15,535.00</b>
25661	WINNELSON	36049902	CREDIT	(24.87)
25661	WINNELSON	36476901	SUPPLIES	48.58
				<b>Vendor Total:</b>
				<b>23.71</b>
				<b>Fund Total:</b>
				<b>51,905.87</b>
				<b>Checking Account Total:</b>
				<b>51,905.87</b>

Checking

2

**Checking 2 Fund: 08 SPECIAL BUILDING FUND**

1159	JK WEBSTER EXCAVATING LLC	1436	REMOVAL AND DISPOSAL OF HOUSE	3,860.50
				<b>Vendor Total:</b>
				<b>3,860.50</b>
				<b>Fund Total:</b>
				<b>3,860.50</b>
				<b>Checking Account Total:</b>
				<b>3,860.50</b>

**RESOLUTION OF THE BOARD OF EDUCATION TO SELECT THE  
CONSTRUCTION MANAGER AT RISK CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") of **Lyons-Decatur Northeast Schools** (legally known as **Burt County School District 11-0020** and referred to herein as the "School District") believes it to be in the School District's best interest to use the construction manager contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the school building demolition and elementary and secondary school addition ("Project").

BE IT THEREFORE RESOLVED that the Board hereby adopts the "Construction Management at Risk Contracts" policy.

BE IT THEREFORE RESOLVED that the Board assigns the following maximum percentage of total points for evaluation of proposals:

<b>Criteria</b>	<b>Percentage</b>
Financial resources of the construction manager to complete the project (maximum of 10%)	<b>5</b>
Ability of the proposed personnel of the construction manager to perform (maximum of 30%)	<b>25</b>
Character, integrity, reputation, judgment, experience, and efficiency of the construction manager (maximum of 30%)	<b>25</b>
Quality of performance on previous projects (maximum of 30%)	<b>25</b>
Ability of the construction manager to perform within the time specified (maximum of 30%)	<b>10</b>
Previous and existing compliance of the construction manager with laws relating to the contract (maximum of 10%)	<b>5</b>
Such other information as may be secured having a bearing on the selection (maximum of 20%)	<b>5</b>
<b>Total</b> (must equal 100%)	<b>100</b>

BE IT FURTHER RESOLVED that the Board hereby selects the construction manager at risk contract delivery system to complete the Project.

BE IT FURTHER RESOLVED and directs the School District's administration to prepare a request for proposals and publish notice of the same in a newspaper of general circulation within the School District and file it with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the Board hereby authorizes, empowers, and directs the School District's administration to take all actions

necessary to comply with the terms of the Act in proceeding with the construction manager at risk contract delivery system.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Construction Manager at Risk Selection Committee:

(1) Member(s) of the school board: \_\_\_\_\_.

(2) Member(s) of the school administration or staff: \_\_\_\_\_.

(3) The school's architect or engineer: \_\_\_\_\_.

(4) Individual(s) having special expertise relevant to selection of a construction manager under the Act: \_\_\_\_\_.

(5) A resident of the school district other than an individual included in subdivisions (1) through (4): \_\_\_\_\_.

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Construction Manager at Risk Selection Committee for ranking.

BE IT FURTHER RESOLVED that the \_\_\_\_\_ Construction Managers by the receiving the highest scores from the Construction Manager at Risk Selection Committee shall be scheduled for interviews with the Board of Education at a school board meeting.

Dated: \_\_\_\_\_, 2021

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

ATTEST:

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

**3042**  
**Construction Management at Risk Contracts**

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

**Definitions.** For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Lyons-Decatur Northeast Schools.

**Procedures.**

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
  1. The identity of the school district for which the project will be built and the school district that will execute the contract;
  2. Policies adopted by the school district pursuant to the Act;
  3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  4. Any bonds and insurance required by law or as may be additionally required by the school district;
  5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
  6. The criteria for evaluation of proposals and the relative weight of each criterion; and
  7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the

construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

(1) The financial resources of the construction manager to complete the project **(up to ten percent)**;

(2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;

(4) The quality of performance on previous projects **(up**

**to thirty percent);**

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent);**
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent);** and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent).**

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
  - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any,

- and may enter into a construction management at risk contract after negotiations.
- E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
  - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
    - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
    - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
  - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be

clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the

administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

**Prohibitions.** The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

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

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

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