

Board of Education Regular Meeting

February 10, 2014 6:00 PM

District Board Office, Central Services  
Building  
765 Main St  
Springfield, NE 68059

## Agenda

- I. Site Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
  - V.A. Minutes of the Previous Month's Meetings
  - V.B. Treasurer's Report
  - V.C. Statement of Activity Fund Accounts
  - V.D. Recommendation for Bill Payment
  - V.E. Open and Option Enrollment Applications
- VI. Items From Patrons on Agenda Items
- VII. Old Business
  - VII.A. Facility Improvement Projects/ Possible Bond
  - VII.B. Teacher Resignation- VSP Agreement- Barrios
- VIII. New Business
  - VIII.A. DLR Group Contract (1st Reading)
  - VIII.B. Policy 3011- Governmental Accounting Standards Board #54 (1st Reading)
  - VIII.C. Policy 4007A- FMLA Forms (1st Reading)
  - VIII.D. Policy 5001- Admission Requirements (1st Reading)
  - VIII.E. Policy 5006- Open Enrollment (1st Reading)
  - VIII.F. Policy 5008- Excessive Absenteeism (1st Reading)
  - VIII.G. Policy 6212- Academic Standards (1st Reading)
  - VIII.H. Policy 6284- Initiations, Hazing (1st Reading)
  - VIII.I. Policy 7300- Construction Manager At-Risk Contracts (1st Reading)
- IX. Reports
  - IX.A. Committee Assignments 2014
  - IX.B. Legislative Discussions/ Hearings
  - IX.C. Student and Staff Successes
  - IX.D. Louisville Baseball Letter
  - IX.E. NPERS audit findings
  - IX.F. Sheriff's Safety Protocol
  - IX.G. Paul Tough Event/ Invite List
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn





14801 South 108<sup>th</sup> St.  
Springfield, NE 68059  
Phone: 402-592-1300  
Fax: 402-597-8551

## Site Committee Agenda 2-10-14

- 1) Review revised projects and cuts associated with previous bond election with architects.
- 2) Review possible costs and tax levies associated with project options.
- 3) Work session presentation on delivery methods from contractors.
- 4) Other

<b>Cash Comparisons</b>		<b>January 2014</b>	<b>2011</b>	<b>2012</b>	<b>2013/14</b>
	<b>Oct.</b>	General Fund	\$4,102,405.39	\$3,985,892.18	\$4,403,101.64
		Emp. Benefit Fund	\$ 639,960.45	\$509,996.66	\$ 667,190.85
		Building Fund	\$1,528,891.40	\$1,196,850.31	\$1,103,328.56
		School Lunch	\$ 129,934.79	\$123,243.39	\$ 139,403.48
		Bond Fund	\$ 507,728.09	\$490,608.31	\$ 514,272.80
		Depreciation Fund	\$ 210,238.54	\$210,540.56	\$ 215,979.53
		Oct. Total	\$ 7,119,158.66	\$6,517,131.41	\$7,043,276.86
	<b>Nov</b>	General Fund	\$3,501,467.31	\$3,536,230.31	\$3,905,659.00
		Emp. Benefit Fund	\$ 640,039.35	\$ 510,049.06	\$ 667,236.00
		Building Fund	\$1,530,268.01	\$1,195,272.72	\$1,101,382.00
		School Lunch	\$ 126,046.09	\$ 111,385.34	\$ 142,105.00
		Bond Fund	\$ 120,219.94	\$ 444,637.53	\$ 91,303.00
		Depreciation Fund	\$ 210,268.78	\$ 210,562.19	\$ 215,994.00
		November Total	\$6,128,309.48	\$6,008,137.15	\$6,123,679.00
	<b>Dec</b>	General Fund	\$3,250,923.52	\$3,278,783.00	\$3,498,798.90
		Emp. Benefit Fund	\$ 538,203.43	\$ 510,103.21	\$ 667,285.63
		Building Fund	\$1,528,993.85	\$1,184,475.54	\$1,086,857.89
		School Lunch	\$ 121,753.88	\$ 103,456.99	\$ 122,579.51
		Bond Fund	\$ 121,196.20	\$ 104,674.86	\$ 92,048.37
		Depreciation Fund	\$ 210,299.02	\$ 210,584.54	\$ 216,010.22
		December Total	\$5,771,369.90	\$5,392,078.14	\$5,683,580.52
	<b>January</b>	General Fund	\$3,089,942.69	\$3,024,391.41	\$3,385,214.27
		Emp. Benefit Fund	\$ 496,579.96	\$ 478,811.92	\$ 667,333.80
		Building Fund	\$1,529,348.03	\$1,184,853.71	\$1,062,827.48
		School Lunch	\$ 126,163.76	\$ 94,878.08	\$ 126,403.01
		Bond Fund	\$ 150,724.76	\$ 134,471.78	\$ 113,918.78
		Depreciation Fund	\$ 210,356.21	\$ 210,623.63	\$ 216,025.81
		January 2014 Total	\$5,603,115.41	\$5,128,030.53	\$5,571,723.15



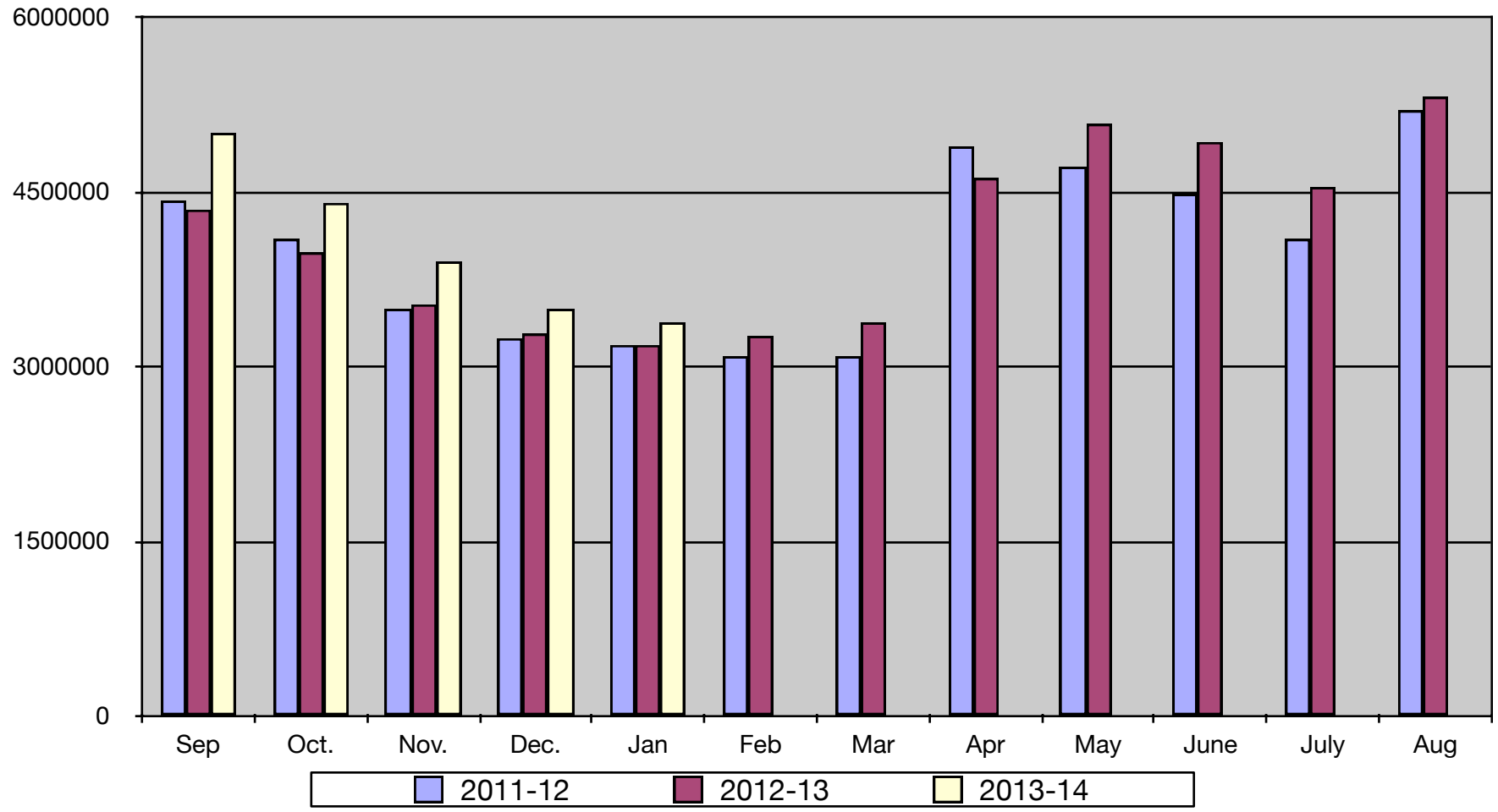
14801 South 108<sup>th</sup> St.  
Springfield, NE 68059  
Phone: 402-592-1300  
Fax: 402-597-8551

## Finance Committee Report 2-10-14

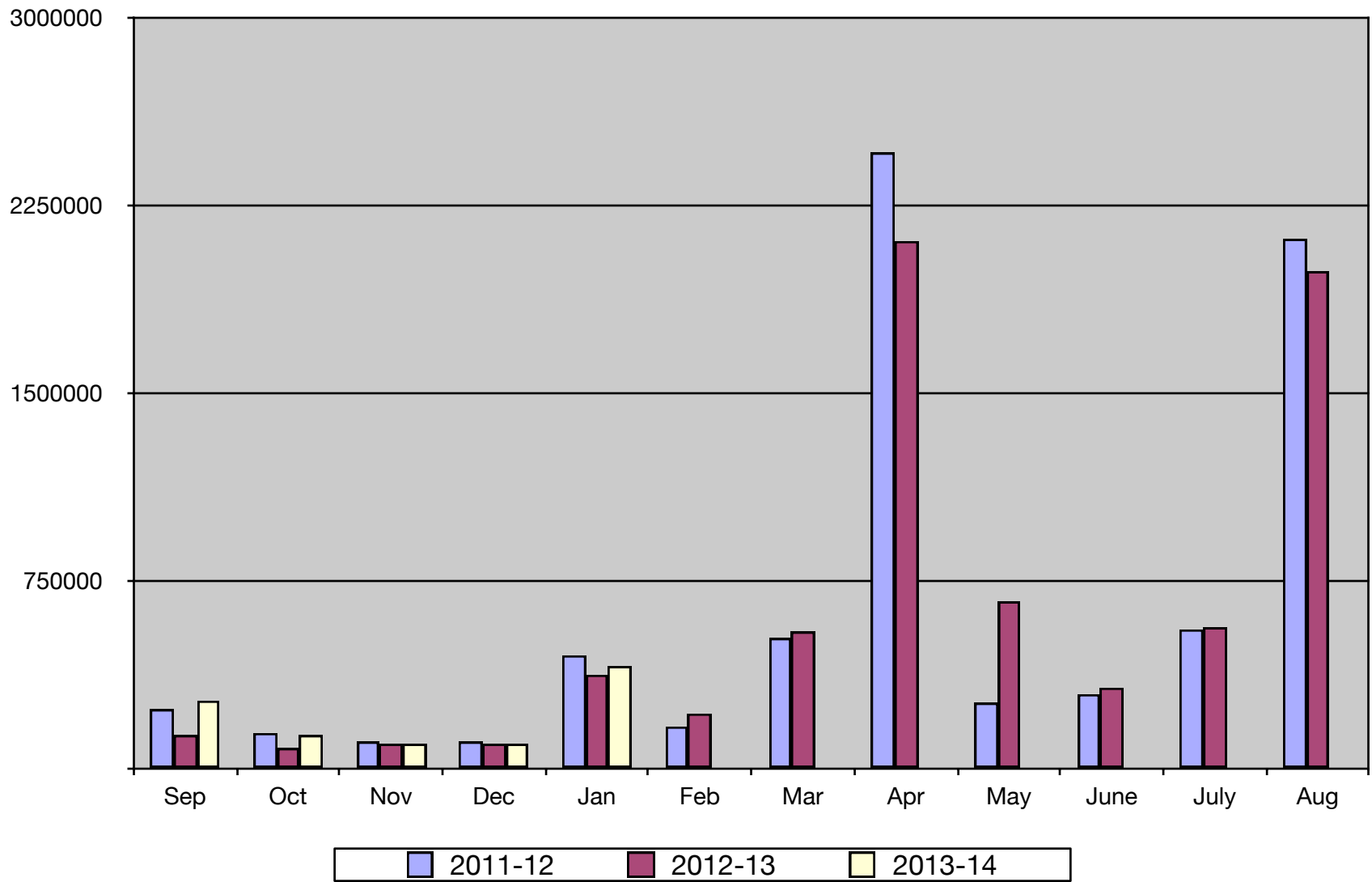
### Superintendent's Report:

- Our cash balance in the General Fund is at \$3,385,214.27. This is \$193,313.66 higher than a year ago at this time.
- Employee Benefit fund remains at over \$667,000 with no dollars being spent from the fund this school year. Currently, we have no plans to spend from this account during the 13-14 school year.
- The Building Fund is at \$1,062,827.48. With over \$24,000 going out as part of the La Platte lease in building projects. We are holding back our last payment of \$14,647.67 until it warms up and Cornerstone is able to do the outdoor projects on the agreed upon list of improvements. They are trying to move in with students at the end of the month.
- The School Lunch Fund is at \$126,403.01. Things are working well with Taher and the finances are on track for them to meet their obligations to us for the school year. We have suffered a few losses in food and milk due to freezer's shutting down, but nothing real significant that would have us not do well in this fund this year.
- Our Bond fund is at \$113,918.78 with a small payment due in June. By the end of the year we should be back to having a full year of reserve in the Bond fund.
- Depreciation fund remains solid with no expenditures during the 2013-14 school year at \$216,025.81.
- Holli is working on textbook proposals for our Social Studies materials purchase in March. We have over \$70,000 in L.I.F. funds at ESU #3 carried over from this year and last year. I will probably recommend to you we use half of these funds along with district budgeted dollars to pay for this purchase.
- Our last iPad payment to Apple is due in April. We plan to go at least three years with current devices. We will review the durability of our current iPads this summer and into next school year to recommend any new purchases for Year 4 (2015-16) of our iPad Learning Initiative. Our warranty goes off of the iPad for the 2014-15 school year, so we will have a plan for iPad replacement or repair later this spring for next year. This is why we have saved dollars from fees on the iPad to be able to handle year 3 repairs and replacement.

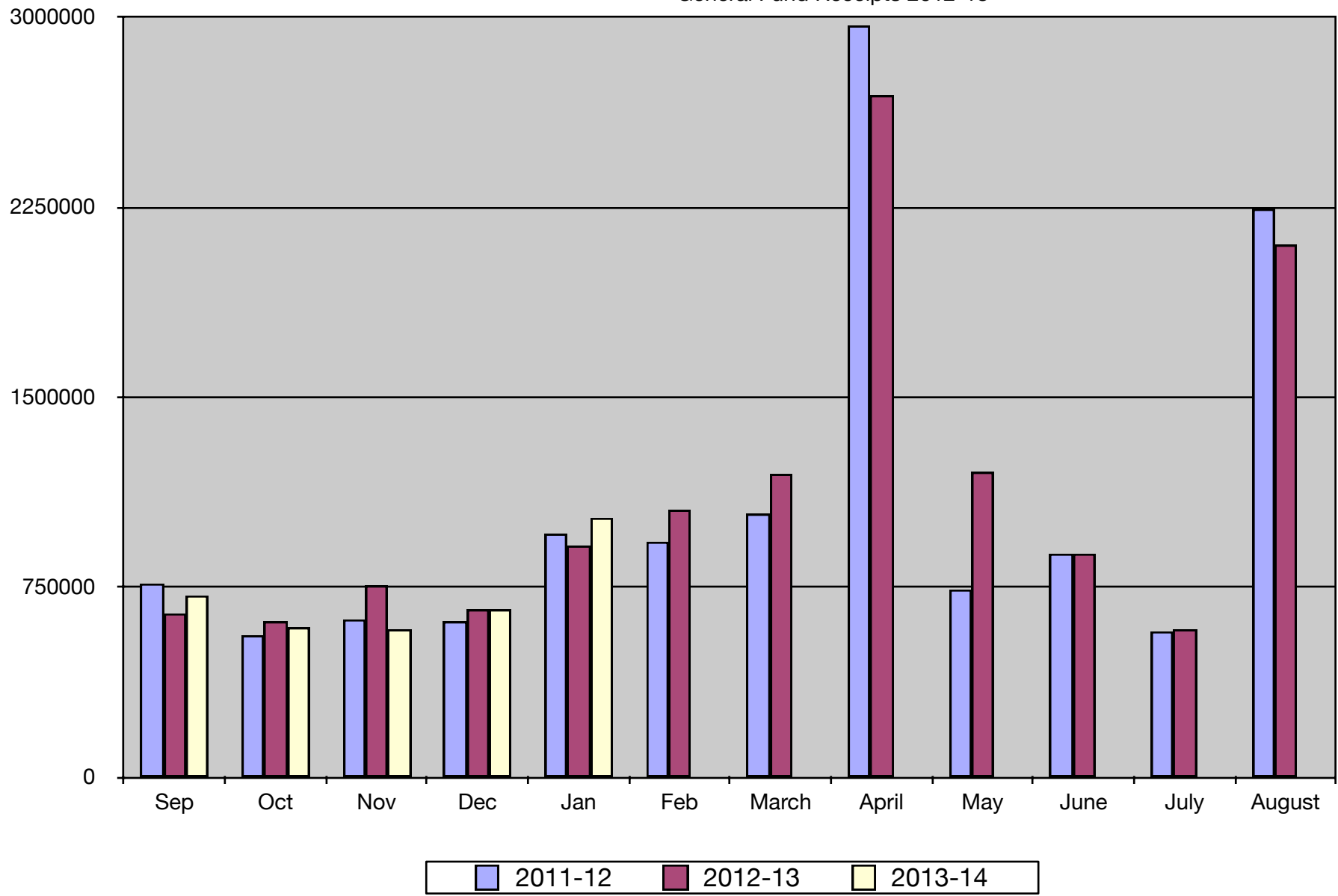
General Fund Balance 2012-13



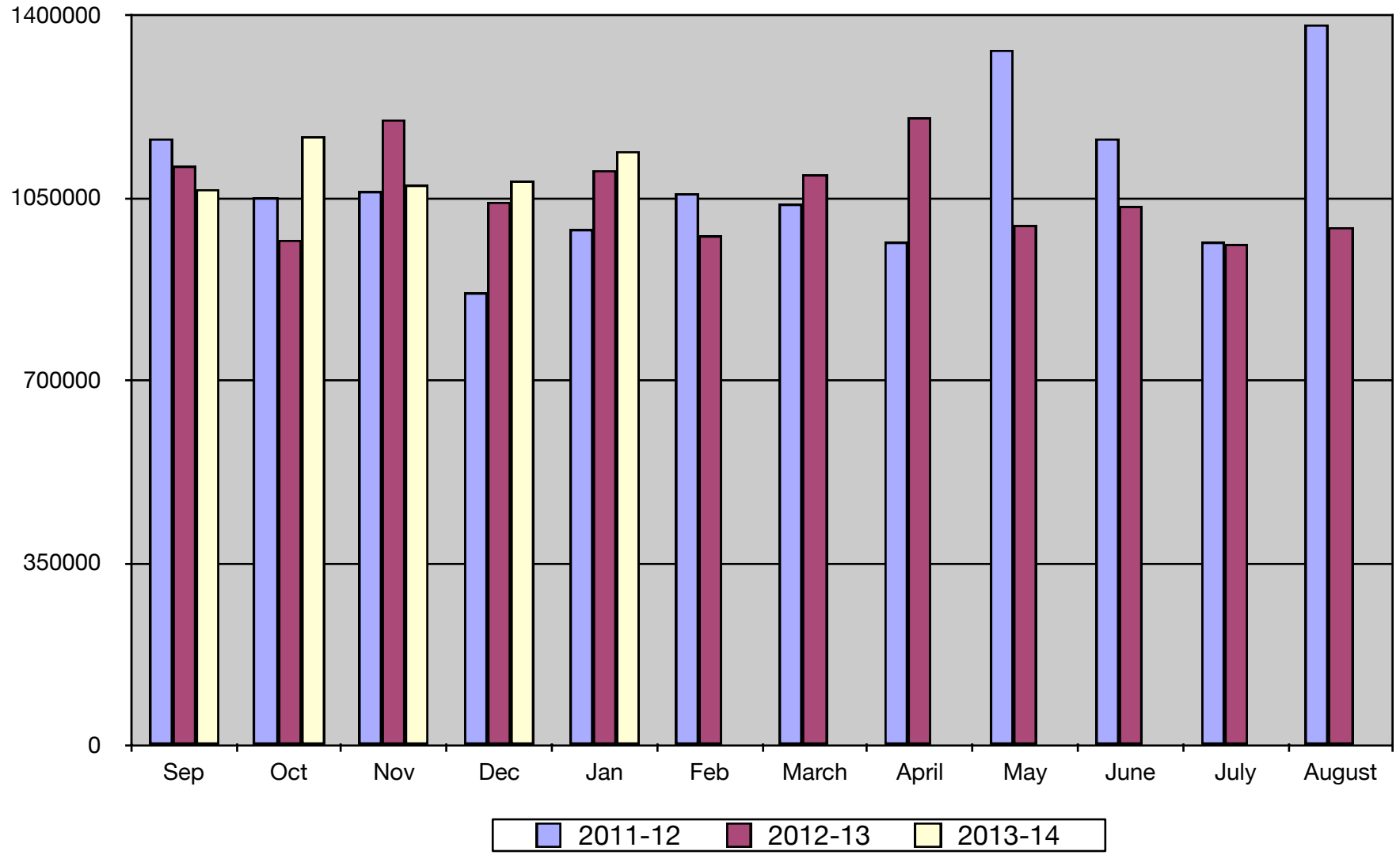
General Fund Tax Draws 2012-13



General Fund Receipts 2012-13



General Fund Expenses 2012-13





Board of Education Regular Meeting  
January 13, 2014

The Site Committee started at 6:00 p.m. Bob Icenogle and Brian Wichman were present. Superintendent Richards reviewed some preliminary survey results on the bond issue and discussed the process moving forward with facility improvements. Kyle Fisher joined the meeting at 6:09 p.m. Brenda Sherman joined the meeting at 6:10 p.m. Lori Bartels joined the meeting at 6:15 p.m. Construction Manager at Risk process was also discussed. The committee meeting adjourned at 6:32 p.m.

The Finance Committee started at 6:32 p.m. Finance reports were reviewed by the committee. Lori Bartels, Kyle Fisher, Bob Icenogle, and Brenda Sherman were present. Discussion of the bills took place. The committee meeting adjourned at 6:42 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, January 13, 2014, at the District Board Office, Central Services Building. Present: Lori Bartels, Kyle Fisher, Bob Icenogle, Jennifer Kreifels, Brenda Sherman, and Brian Wichman. Absent: None.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Sherman informed the board and the public that the Act is located on the west wall of the board room.

The yearly Board reorganization began. Superintendent Richards chaired the election of Board President. Richards asked for nominations for the position of president of the Board of Education for 2014. Wichman nominated Kyle Fisher for president. Bartels seconded the nomination. Kreifels nominated Brenda Sherman for president. Icenogle seconded. The election results were as follows: Four ballots for Sherman, two ballots for Fisher. Brenda Sherman is elected president for 2014. Sherman took control of the meeting.

Sherman opened nominations for the office of Vice President. Wichman nominated Kyle Fisher for Vice President. Sherman seconded. Kreifels nominated Brian Wichman. Bartels seconded. There were no other nominations. The election resulted in a tie with three ballots for Fisher, three ballots for Wichman. Sherman called for a re-vote which resulted in two ballots for Fisher and four ballots for Wichman. Wichman is elected Vice-President for 2014.

Sherman opened the floor for nominations for Secretary. Icenogle nominated Jenny Kreifels. Bartels seconded. There were no further nominations. Jenny Kreifels is elected Secretary for 2014.

Action to appoint Brett Richards as School District Treasurer for 2014 passed with a motion by Icenogle and a second by Kreifels. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

The Board President makes appointments for standing committees and special memberships. Sherman advised board members to email their top choices for committee appointments to her as soon as possible.

Icenogle and Fisher agreed to remain SPCS Education Foundation Board Members for 2014 and were so appointed.

Action to designate THE PAPPILLION TIMES as legal publication for Springfield Platteview Community Schools passed with a motion by Fisher and a second by Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Action to designate SPRINGFIELD STATE BANK as the official depository and district financial institution passed with a motion by Kyle Fisher and a second by Brian Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Fisher agreed to remain a M.A.B.E. Representative for 2014 and was so appointed.

Fisher agreed to remain on the NASB Government Relations Network (GRN) and was so appointed.

Remaining committee members will be appointed at a later date.

Board policy requires that Board members be reminded and receive the Conflict of Interest policies. Board members received copies of the Conflict of Interest policies.

Action to approve the Consent Agenda as presented passed with a motion by Kyle Fisher and a second by Brian Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Gene Stoltenberg addressed the board regarding boundaries and requested a change in board procedure that would allow patrons to comment during the board's discussion of the agenda item.

The results of the survey will be discussed at the work session to be held on January 27th. In February the results will be analyzed.

The Board's Negotiation's team has reached an agreement with the Springfield Platteview Education Association on a two year agreement. This includes a base increase of \$575 in year 1 and \$375 in year 2. All other language stays the same in the agreement except for date changes. Action to approve the Negotiated Agreement with the SPEA for 2014-15 and 2015-16 as presented passed with a motion by Kreifels and a second by Bartels. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Principal Simpson presented information regarding the Platteview High School Washington D. C. trip and requested board approval. Action to approve the out of state trip for interested PHS sophomores to Washington D.C. as a school sponsored trip for 2014 passed with a motion by Icenogle and a second by Fisher. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Wichman reported on the Site Committee meeting. Mr. Richards reported on school district boundary issues, enrollment capacities for 2014-15, and student and staff successes. Holli Kirwan, Director of Learning, reported on the Social Studies material adoption timeline. Richards gave an update on legislative issues.

There were no items from patrons on items not on the agenda.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to enter into executive session at 8:00 p.m. for the purpose of discussing school district boundaries for the protection of the public interest passed with a motion by Fisher and a second by Kreifels. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

The board reconvened in regular session at 8:40 p.m. Action to adjourn the meeting at 8:41 p.m. passed with a motion by Kreifels and a second by Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Jenny Kreifels, Secretary Board of Education

Board of Education Work Session  
January 27, 2014

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, January 27, 2014, at the Platteview High School Cafeteria. Present: Kyle Fisher, Bob Icenogle, Jennifer Kreifels, and Brenda Sherman. Absent: Lori Bartels and Brian Wichman.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Lori Bartels was updated to present at 7:05 p.m.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Sherman informed the board and the public that the Act was located near the front entrance to the cafeteria.

Superintendent Richards gave a presentation on facility improvement planning followed by discussion on facility planning, bond survey results, and Learning Community that were results of comments from the survey and public.

Nikki Benedict, Thelma Jolly, Michelle Levinson, Kurt Johnson, Randy Penke, Kristina Rivas, and Gene Stoltenberg made public comments regarding facility improvement planning and the bond issue.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn at 8:25 p.m. passed with a motion by Jennifer Kreifels and a second by Lori Bartels. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, and Sherman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Jenny Kreifels, Secretary Board of Education

Admin. Revolving - Jan 2014

1/1/2014 through 1/31/2014

2/3/2014

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Date	Account	Num	Description	Memo	Category	Clr	Amount
<b>BALANCE 12/31/2013</b>							<b>1,143.71</b>
1/7/2014	Administrative	5314	TOTALFUND...	1-01-2510-341 POSTAGE		R	-499.31
1/9/2014	Administrative	5315	BLAIR HIGH ...	1-22-1100-630 SHOW CHOI...			-125.00
1/9/2014	Administrative	5316	UNO VOCAL ...	1-22-1100-630 SHOW CHOI...		R	-165.00
1/14/2014	Administrative	5317	Academic Hall...	1-22-1100-630 QUIZ BOWL ...			-91.50
1/14/2014	Administrative	5318	WINDSTREAM	1-01-2510-342 PHONE		R	-1,009.41
1/15/2014	Administrative	5319	ELKHORN S...	1-22-1100-630 REGISTR FEE			-247.00
1/15/2014	Administrative	TXFR	TRANSFER F...			R	3,507.72
1/15/2014	Administrative	AW	SPRINGFIEL...	1-01-2510-318 SAFETY DEP...		R	-40.00
1/29/2014	Administrative	5320	PERU STATE...	1-22-1100-630 JAZZ BAND ...			-100.00
1/30/2014	Administrative	5321	NE UC FUND	1-01-2510-285 UNEMPLOYM...			-678.00
1/30/2014	Administrative	5322	SHERYL KRA...	1-01-2510-341 REIMBR. PO...			-6.00
<b>1/1/2014 - 1/31/2014</b>							<b>546.50</b>
<b>BALANCE 1/31/2014</b>							<b>1,690.21</b>
<b>TOTAL INFLOWS</b>							<b>3,507.72</b>
<b>TOTAL OUTFLOWS</b>							<b>-2,961.22</b>
<b>NET TOTAL</b>							<b>546.50</b>

SPRINGFIELD STATE BANK  
 600 MAIN ST  
 SPRINGFIELD, NE 68059  
 Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM  
 STUDENT FEE ACCOUNT  
 14801 S 108TH ST  
 SPRINGFIELD NE 68059

Statement Date: 01/31/2014 Enclosures: (0)

Account No.: 4151129 Page: 1

**REGULAR CHECKING ACCOUNT SUMMARY**

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 12/31/13		7.58
Debits		0.00
Ending Balance On 01/31/14		7.58
 Average Balance (Collected)	 7.58+	

**AVERAGE AND MINIMUM BALANCES**

Average Ledger Balance :	7.58	Minimum Ledger Balance :	7.58
Average Collected Balance :	7.58	Minimum Collected Balance :	7.58
Average Available Balance :	7.58	Minimum Available Balance :	7.58

**OVERDRAFT FEE SUMMARY**

	Total For This Period	Total Year-To-Date	Total Last Year
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00

This Statement Cycle Reflects 31 Days

**Nebraska Public Agency Investment Trust**

PO Box 82529  
Lincoln, NE 68501  
(800) 640-8817  
(402) 323-1615

Account Activity for January 01, 2014 to January 31, 2014

Participant Name:

SOUTH SARPY SCHOOL DISTRICT #46  
14801 S 108TH ST  
SPRINGFIELD NE 68059-4925

Account Number: 126649-001

Beginning Balance: \$68,528.76

Date	Description	Authorization	Amount	Balance
1/31/2014	Auto-Post January Interest, Purchase		\$1.23	\$68,529.99

Ending Balance: \$68,529.99

NPAIT

Nebraska Public Agency Investment Trust

**Nebraska Public Agency Investment Trust  
Daily Balance and Interest Report for: January 2014**

Name: SOUTH SARPY SCHOOL DISTRICT #46

Account Number: 126649-001

Date	Daily Yield (Annualized)	Balance	Daily Accrual
1/01/2014	0.00021	\$68,528.76	\$0.04
1/02/2014	0.00020	\$68,528.76	\$0.04
1/03/2014	0.00020	\$68,528.76	\$0.04
1/04/2014	0.00020	\$68,528.76	\$0.04
1/05/2014	0.00020	\$68,528.76	\$0.04
1/06/2014	0.00020	\$68,528.76	\$0.04
1/07/2014	0.00020	\$68,528.76	\$0.04
1/08/2014	0.00020	\$68,528.76	\$0.04
1/09/2014	0.00020	\$68,528.76	\$0.04
1/10/2014	0.00020	\$68,528.76	\$0.04
1/11/2014	0.00020	\$68,528.76	\$0.04
1/12/2014	0.00020	\$68,528.76	\$0.04
1/13/2014	0.00020	\$68,528.76	\$0.04
1/14/2014	0.00020	\$68,528.76	\$0.04
1/15/2014	0.00020	\$68,528.76	\$0.04
1/16/2014	0.00020	\$68,528.76	\$0.04
1/17/2014	0.00020	\$68,528.76	\$0.04
1/18/2014	0.00020	\$68,528.76	\$0.04
1/19/2014	0.00020	\$68,528.76	\$0.04
1/20/2014	0.00020	\$68,528.76	\$0.04
1/21/2014	0.00020	\$68,528.76	\$0.04
1/22/2014	0.00020	\$68,528.76	\$0.04
1/23/2014	0.00015	\$68,528.76	\$0.03
1/24/2014	0.00020	\$68,528.76	\$0.04
1/25/2014	0.00020	\$68,528.76	\$0.04
1/26/2014	0.00020	\$68,528.76	\$0.04
1/27/2014	0.00020	\$68,528.76	\$0.04
1/28/2014	0.00020	\$68,528.76	\$0.04
1/29/2014	0.00020	\$68,528.76	\$0.04
1/30/2014	0.00020	\$68,528.76	\$0.04
1/31/2014	0.00020	\$68,528.76	\$0.04
<b>Average Weighted Rate</b>	<b>Average Balance</b>	<b>Total Interest</b>	
<b>0.02113 %</b>	<b>\$68,528.76</b>	<b>\$1.23</b>	

<b>SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS</b>			
<b>Treasurer's Report</b>			
<b>For the month ended January 2014</b>			
<b>General Fund Now Account</b>			
Bank Balance: Beginning of Reporting Period			\$ 406,174.39
Deposits:			
Springfield State Bank - Interest	\$ 35.16		
Transfer from Employee Benefit	\$ 0.00		
Transfers from Investment Account	\$ 1,200,718.15		
Transfer from Bond Fund	\$ 0.00		
Deposit from NPERS	\$ 0.00		
Transfers from Lunch Fund Investment	\$ 0.00		
Transfers from Building Fund Investment	\$ 0.00		\$ 1,200,753.31
			\$ 1,606,927.70
Disbursements			
Bank Balance: End of Reporting Period			\$ 407,804.68
Outstanding Checks: End of Reporting Period			\$ 142,286.93
			<b>\$ 265,517.75</b>
<b>NOW Account Balance: End of Reporting Period</b>			
<b>General Fund Investment Account</b>			
Available Balance: Beginning of Reporting Period			\$ 3,231,020.68
Deposits:			
Springfield State Bank - Interest	\$ 213.77		
Sarpy County Treasurer - Local Taxes	\$ 70,641.53		
Learning Community Common Taxes	\$ 240,086.67		
Sarpy County- MVT	\$ 103,800.32		
Liquor License	\$ 0.00		
State Aid	\$ 435,877.30		
SPED School Age Reimb.	\$ 113,250.00		
IDEA/Federal Grants/ Title	\$ 44,156.00		
Medicaid	\$ 11,372.58		
Rentals	\$ 2,105.00		
Pre-School / Summer School Tuition	\$ 1,150.00		
Refunds and Reimbursements	\$ 991.25		
iPad Fees	\$ 470.00		
Postage	\$ 0.00		\$ 1,024,114.42
			\$ 4,255,135.10
Disbursements			
Transfers to General Fund NOW	\$ 1,134,539.97		
Administrative Revolving	\$ 3,507.72		
Returned checks/ fees	\$ 0.00		
Bank and other Service Charges	\$ 109.50		\$ 1,138,157.19
			<b>\$ 3,116,977.91</b>
<b>Investment Account Balance: End of Reporting Period</b>			
<b>General Fund Administrative Revolving Account</b>			
Available Balance: Beginning of Reporting Period			\$ 2,612.11
Deposits:			
Transfers From General Fund Investment Acc't	\$ 3,507.72		
Transfers From Lunch Fund Investment Acc't	\$ 0.00		
Transfers From Building Fund	\$ 0.00		
			\$ 3,507.72
			\$ 6,119.83
Disbursements			
Bank Balance: End of Reporting Period			\$ 2,153.72
Outstanding Checks: End of Reporting Period			\$ 3,966.11
Outstanding Deposits: End of Reporting Period			\$ 1,247.50
			\$ 0.00
			<b>\$ 2,718.61</b>
<b>Admin. Revolving Account Balance: End of Reporting Period</b>			
			\$ 2,718.61
			\$ 265,517.75
			\$ 3,116,977.91
			<b>\$ 3,385,214.27</b>
<b>TOTAL GENERAL FUND BALANCE</b>			
<b>Employee Benefit Fund</b>			
Available Balance: Beginning of Reporting Period			\$ 667,285.63
Deposits:			
Springfield State Bank - Interest		\$ 48.17	
Transfers From General Fund Investment Acc't		\$ 0.00	
Bank Balance: End of Reporting Period			\$ 667,333.80
Certificate of Deposit			
Available Balance: End of Reporting Period			\$ 667,333.80
Disbursements			
			\$ 0.00
<b>TOTAL EMPLOYEE BENEFIT BALANCE</b>			
			<b>\$ 667,333.80</b>
<b>Special Building Fund Investment Account</b>			
Available Balance: Beginning of Reporting Period			\$ 1,086,857.89
Deposits:			
Springfield State Bank - Interest	\$ 77.51		
Sarpy County Treasurer - Local Taxes	\$ 350.95		\$ 428.46
			\$ 1,087,286.35
Disbursements			
Available Balance: End of Reporting Period			\$ 24,458.87
			\$ 1,062,827.48
<b>TOTAL SPECIAL BUILDING FUND BALANCE</b>			
			<b>\$ 1,062,827.48</b>
<b>School Lunch Investment Account</b>			
Available Balance: Beginning of Reporting Period			\$ 122,579.51
Deposits:			
Springfield State Bank - Interest	\$ 8.45		
Hot Lunches	\$ 36,301.50		
State/Federal Aid	\$ 9,232.86		
Miscellaneous	\$ 0.00		\$ 45,542.81
			\$ 168,122.32
Disbursements			
Transfers to NOW	\$ 53,484.97		\$ 41,719.31
Available Balance: End of Reporting Period			\$ 126,403.01
<b>TOTAL SCHOOL LUNCH FUND BALANCE</b>			
			<b>\$ 126,403.01</b>
<b>Bond Fund Investment Account</b>			
Available Balance: Beginning of Reporting Period			\$ 92,048.37
Deposits:			
Springfield State Bank - Interest	\$ 7.77		
Sarpy County Treasurer - Local Taxes	\$ 21,862.64		\$ 21,870.41
			\$ 113,918.78
Disbursements			
Transfer to NOW			\$ 0.00
Available Balance: End of Reporting Period			\$ 0.00
			\$ 113,918.78
<b>TOTAL BOND FUND BALANCE</b>			
			<b>\$ 113,918.78</b>
<b>Depreciation Fund Account</b>			
Available Balance: Beginning of Reporting Period			\$ 216,010.22
Deposits:			
Springfield State Bank - Interest	\$ 15.59		
Transfers from General Fund	\$ 0.00		\$ 15.59
			\$ 216,025.81
Disbursements			
Transfer to NOW			\$ 0.00
Available Balance: End of Reporting Period			\$ 216,025.81
<b>TOTAL DEPRECIATION FUND BALANCE</b>			
			<b>\$ 216,025.81</b>

# Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

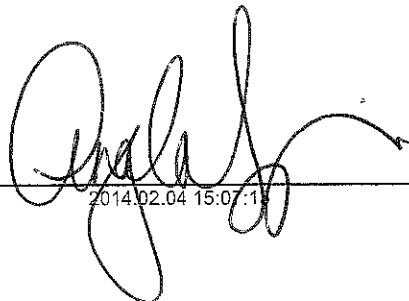
Platteview High School

01/01/2014 through 01/31/2014

Checking

## Bank Statement Reconciliation Summary

1. Statement Balance	\$ 167,589.04
2. - Outstanding checks	\$ 8,315.72
3. + Outstanding Deposits	\$ 0.00
4. + Outstanding Adjustments	\$ 0.00
5. Total	\$ 159,273.32
6. + Investments	\$ 0.00
7. Book Balance	\$ 159,273.32



SPRINGFIELD STATE BANK  
 600 MAIN ST  
 SPRINGFIELD, NE 68059  
 Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM  
 PLATTEVIEW ACTIVITY FUND  
 14801 S 108TH STREET  
 SPRINGFIELD NE 68059

Statement Date: 01/31/2014 Enclosures: ( 79)

Account No.: 104812 Page: 1

**NOW CHECKING ACCOUNT SUMMARY**

Category	Number	Type :	REG	Status :	Active	Amount
Balance Forward From 12/31/13						161,885.49
Deposits	6					28,931.28+
Debits	72					23,194.61
Miscellaneous Debits	1					45.00
Interest Added This Statement						11.88+
Ending Balance On 01/31/14						167,589.04

Annual Percentage Yield Earned	0.09 %
Interest Paid This Year	11.88
Interest Paid Last Year	146.95
Average Balance (Collected)	164,604.50+

**STATEMENT PERIOD ACTIVITY**

Date	Check/Description	Amount	Check/Description	Amount	Balance
01/02/14	42012	90.00	42004	275.00	161,520.49
01/06/14	42027	110.00	42037	150.00	161,260.49
01/07/14	42026	9.60	31461	119.33	161,131.56
01/09/14	41993	190.00			160,941.56
01/10/14	DEPOSIT	6,837.21+	42056	25.00	167,753.77
01/10/14	42058	30.08	42054	75.00	167,648.69
01/13/14	ERROR CORRECTION CHK#42049			45.00	167,603.69
01/13/14	42065	50.00	42059	60.00	167,493.69
01/13/14		270.00	42041	479.55	166,744.14
01/13/14	42042	1,223.16			165,520.98
01/14/14	DEPOSIT	7,325.10+	42046	45.00	172,801.08
01/14/14	42047	45.00	42048	45.00	172,711.08
01/14/14	42068	50.00	42052	120.00	172,541.08
01/14/14	42062	365.00	42063	535.00	171,641.08
01/14/14	42043	1,441.44	42064	2,150.25	168,049.39
01/14/14	42070	2,638.16	42053	120.00	165,291.23
01/15/14	42040	45.00	42039	115.55	165,130.68
01/15/14	42066	423.60			164,707.08
01/16/14	31462	395.22			164,311.86
01/17/14	42071	85.00			164,226.86
01/21/14	42061	15.73	42013	17.78	164,193.35
01/21/14	41912	180.00	42072	270.00	163,743.35
01/21/14	42057	275.00	41999	287.81	163,180.54
01/21/14		620.00			162,560.54
01/22/14	42074	75.00	41955	75.00	162,410.54

Continued

01/158/1

\* Per Chris @ Spr. State Bank - v<sup>st</sup> 42049 was not encoded correctly @ depositor's bank. dk 2/4/14

# Adjustment Detail

Detail report. Sorted by Group ID.  
From 01/01/2014 to 01/31/2014.

Group	Group Description		Description	Amount
Activity ID	Site ID	Adj. Date		
<b>A Athletics</b>				
166	SpringPlat	01/08/2014	Chk#041997 pd in wrong acct (3XGear 12/12/13)	-\$ 525.13
Group A Totals:				-\$ 525.13
<b>B Clubs &amp; Organizations</b>				
400	SpringPlat	01/22/2014	1/10/14 concessions profits	\$ 555.42
420	SpringPlat	01/08/2014	Chk#041997 pd in wrong acct (3XGear 12/12/13)	\$ 525.13
342	SpringPlat	01/08/2014	10/19 & 10/26 conc. profits	\$ 393.22
Group B Totals:				\$ 1,473.77
<b>E Miscellaneous</b>				
710	SpringPlat	01/08/2014	10/19 & 10/26 conc. profits	-\$ 393.22
710	SpringPlat	01/22/2014	1/10/14 concessions profits	-\$ 555.42
710	SpringPlat	01/31/2014	Popcorn coupons from 1/30 & 1/31 bb games	\$ 22.00
760	SpringPlat	01/31/2014	Popcorn coupons from 1/30 & 1/31 bb games	-\$ 22.00
Group E Totals:				-\$ 948.64
Report Totals :				\$ 0.00

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 01/01/2014 to 01/31/2014.

Site ID Group ID	Site Name Group Name Activity ID    Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>SpringPI Platteview High School</b>						
A	Athletics					
100	Athletics	25,833.74	7,565.05	1,431.74	0.00	31,967.05
105	Baseball Contest	0.00	0.00	0.00	0.00	0.00
106	Baseball Equip/Supplies	13,775.00	0.00	259.96	0.00	13,515.04
110	Boys Basketball Contest	-875.00	0.00	1,175.00	0.00	-2,050.00
111	Boys Basketball Equip/Supplies	1,404.90	0.00	1,026.75	0.00	378.15
115	Boys Golf Contest	-850.00	0.00	0.00	0.00	-850.00
116	Boys Golf Equip/Supplies	1,000.00	0.00	0.00	0.00	1,000.00
120	Boys Soccer Contest	-45.50	0.00	0.00	0.00	-45.50
121	Boys Soccer Equip/Supplies	3,100.00	0.00	0.00	0.00	3,100.00
125	Cross Country Contest	0.00	0.00	0.00	0.00	0.00
126	Cross Country Equip/Supplies	469.75	0.00	161.44	0.00	308.31
130	Football Contest	0.00	0.00	0.00	0.00	0.00
131	Football Equip/Supplies	-5,902.87	0.00	0.00	0.00	-5,902.87
135	Girls Basketball Contest	-1,726.00	0.00	800.00	0.00	-2,526.00
136	Girls Basketball Equip/Supplies	753.96	0.00	423.60	0.00	330.36
140	Girls Golf Contest	0.00	0.00	0.00	0.00	0.00
141	Girls Golf Equip/Supplies	700.00	0.00	0.00	0.00	700.00
145	Girls Soccer Contest	-45.50	0.00	0.00	0.00	-45.50
146	Girls Soccer Equip/Supplies	2,100.00	0.00	0.00	0.00	2,100.00
150	Softball Contest	-125.00	0.00	0.00	0.00	-125.00
151	Softball Equip/Supplies	5,722.68	0.00	0.00	0.00	5,722.68
155	Track Contest	-170.00	0.00	0.00	0.00	-170.00
156	Track - Boys Equip/Supplies	2,131.77	0.00	57.25	0.00	2,074.52
157	Track - Girls Equip/Supplies	2,048.24	0.00	0.00	0.00	2,048.24
160	Volleyball Contest	0.00	0.00	0.00	0.00	0.00
161	Volleyball Equip/Supplies	898.76	0.00	0.00	0.00	898.76
165	Wrestling Contest	-1,205.88	334.00	2,311.50	0.00	-3,183.38
166	Wrestling Equip/Supplies	139.43	2,000.00	2,794.68	-525.13	-1,180.38
180	PC Boys Basketball Contest	-780.00	0.00	0.00	0.00	-780.00
181	PC Boys Basketball Equip/Supplies	0.00	0.00	0.00	0.00	0.00
182	PC Boys Track Contest	0.00	0.00	0.00	0.00	0.00
183	PC Boys Track Equip/Supplies	-55.00	0.00	0.00	0.00	-55.00
184	PC Football Contest	0.00	0.00	0.00	0.00	0.00
185	PC Football Equip/Supplies	0.00	0.00	0.00	0.00	0.00
186	PC Girls Basketball Contest	0.00	0.00	180.00	0.00	-180.00
187	PC Girls Basketball Equip/Supplies	0.00	0.00	0.00	0.00	0.00
188	PC Girls Track Contest	0.00	0.00	0.00	0.00	0.00
189	PC Girls Track Equip/Supplies	-55.00	0.00	0.00	0.00	-55.00
190	PC Volleyball Contest	0.00	0.00	0.00	0.00	0.00
191	PC Volleyball Equip/Supplies	0.00	0.00	0.00	0.00	0.00
192	PC Wrestling Contest	0.00	0.00	0.00	0.00	0.00
193	PC Wrestling Equip/Supplies	0.00	0.00	0.00	0.00	0.00
A	<b>Totals:</b>	<b>48,242.48</b>	<b>9,899.05</b>	<b>10,621.92</b>	<b>-525.13</b>	<b>46,994.48</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 01/01/2014 to 01/31/2014.

Site ID Group ID	Site Name Group Name Activity ID    Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>B</b>	<b>Clubs &amp; Organizations</b>					
200	Baseball Club	773.20	0.00	0.00	0.00	773.20
203	Boys Basketball Club	3,730.47	100.00	3,052.85	0.00	777.62
205	Boys Golf Club	0.00	0.00	0.00	0.00	0.00
210	Boys Soccer Club	1,576.36	0.00	0.00	0.00	1,576.36
220	Cheer	1,481.56	824.01	0.00	0.00	2,305.57
230	Cross Country Club	636.50	0.00	0.00	0.00	636.50
240	Dance Team	4,673.32	0.00	0.00	0.00	4,673.32
245	Drama Club	816.64	0.00	0.00	0.00	816.64
250	FBLA	973.05	246.90	160.00	0.00	1,059.95
260	Football Club	8,153.23	0.00	145.00	0.00	8,008.23
270	Girls Basketball Club	2,454.91	854.03	837.13	0.00	2,471.81
280	Girls Golf Club	24.98	0.00	0.00	0.00	24.98
290	Girls Letter Club	3,329.68	139.80	608.00	0.00	2,861.48
300	Girls Soccer Club	2,265.58	0.00	0.00	0.00	2,265.58
330	National Honor Society	608.08	0.00	0.00	0.00	608.08
340	P Club	1,320.48	0.00	0.00	0.00	1,320.48
342	Platteview Tech Club	72.56	0.00	0.00	393.22	465.78
345	Softball Club	288.50	0.00	0.00	0.00	288.50
350	Skills USA	183.43	0.00	0.00	0.00	183.43
360	Spanish Club	816.93	22.00	487.27	0.00	351.66
370	Spirit Club	858.06	0.00	0.00	0.00	858.06
380	Student Council	630.82	0.00	0.00	0.00	630.82
390	Thespians	0.00	0.00	0.00	0.00	0.00
400	Track Club	949.68	426.00	1,931.10	555.42	0.00
410	Volleyball Club	4,727.72	0.00	0.00	0.00	4,727.72
420	Wrestling Club	3,902.41	0.00	1,238.50	525.13	3,189.04
	<b>B    Totals:</b>	<b>45,248.15</b>	<b>2,612.74</b>	<b>8,459.85</b>	<b>1,473.77</b>	<b>40,874.81</b>
<b>C</b>	<b>Classes</b>					
500	Art	2,449.77	0.00	66.59	0.00	2,383.18
505	Band	5,861.71	872.40	623.80	0.00	6,110.31
510	Choir	2,061.70	0.00	15.73	0.00	2,045.97
515	Class of 2016	1,788.12	0.00	0.00	0.00	1,788.12
520	Class of 2017	0.00	0.00	0.00	0.00	0.00
530	Class of 2014	2,494.42	60.00	0.00	0.00	2,554.42
540	Class of 2015	1,976.72	925.20	25.00	0.00	2,876.92
550	Construction Tech	152.82	0.00	0.00	0.00	152.82
570	Family Consumer Science	968.08	320.00	52.81	0.00	1,235.27
580	Industry Tech	1,660.70	2,240.00	1,341.47	0.00	2,559.23
590	Yearbook	15,611.97	1,100.00	2,150.25	0.00	14,561.72
	<b>C    Totals:</b>	<b>35,026.01</b>	<b>5,517.60</b>	<b>4,275.65</b>	<b>0.00</b>	<b>36,267.96</b>
<b>D</b>	<b>Activities</b>					

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 01/01/2014 to 01/31/2014.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
600	Activities			1,943.99	0.00	0.00	0.00	1,943.99
650	Mock Trial			31.57	0.00	0.00	0.00	31.57
655	Musical			0.00	0.00	2,278.76	0.00	-2,278.76
660	Play Production			2,859.42	0.00	142.75	0.00	2,716.67
670	Speech			0.00	0.00	213.00	0.00	-213.00
D Totals:				4,834.98	0.00	2,634.51	0.00	2,200.47
E	Miscellaneous							
700	Alumni			2,877.15	0.00	0.00	0.00	2,877.15
705	Capital Improvement			5,000.00	0.00	0.00	0.00	5,000.00
710	Concessions			7,855.51	10,328.21	3,858.55	-926.64	13,398.53
720	Faculty Courtesy Fund			957.18	0.00	0.00	0.00	957.18
730	Fine Arts			1,323.95	0.00	0.00	0.00	1,323.95
740	Guidance			430.80	0.00	0.00	0.00	430.80
750	Library			737.40	0.00	0.00	0.00	737.40
760	Principal			2,826.81	585.56	63.66	-22.00	3,326.71
770	Textbook Fines			1,456.66	0.00	0.00	0.00	1,456.66
780	College Access Grant			1,914.22	0.00	0.00	0.00	1,914.22
E Totals:				25,379.68	10,913.77	3,922.21	-948.64	31,422.60
F	Dual Credits							
805	Math			1,513.00	0.00	0.00	0.00	1,513.00
F Totals:				1,513.00	0.00	0.00	0.00	1,513.00
N	Non-Active Accounts							
90001	AV - Graduation			0.00	0.00	0.00	0.00	0.00
90002	Class of 2010			0.00	0.00	0.00	0.00	0.00
90003	Class of 2011			0.00	0.00	0.00	0.00	0.00
90004	Class of 2012			0.00	0.00	0.00	0.00	0.00
90005	Class of 2013			0.00	0.00	0.00	0.00	0.00
90060	General Fund			0.00	0.00	0.00	0.00	0.00
90061	German			0.00	0.00	0.00	0.00	0.00
90062	Government			0.00	0.00	0.00	0.00	0.00
90063	Lit Mag			0.00	0.00	0.00	0.00	0.00
N Totals:				0.00	0.00	0.00	0.00	0.00
SpringPI Totals:				160,244.30	28,943.16	29,914.14	0.00	159,273.32
Report Totals:				160,244.30	28,943.16	29,914.14	0.00	159,273.32



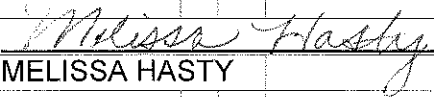
Statement of Activity Fund  
Springfield Elementary  
For the Period of Jan. 1, 2014 - Jan. 31, 2014

Activity	Balance Last Report	Receipts	Expenditures	Transactions In-Out	Balance On Hand
Library	\$ 2,155.76	\$ -	\$ -	\$ -	\$ 2,155.76
Pop	\$ 424.23	\$ -	\$ 93.88	\$ -	\$ 330.35
General	\$ 2,757.73	\$ 0.59	\$ 65.00	\$ -	\$ 2,693.32
Student Council	\$ 1,830.74	\$ -	\$ -	\$ -	\$ 1,830.74
Walk - a - Thon	\$ 2,567.92	\$ -	\$ -	\$ -	\$ 2,567.92
D.I.	\$ 241.50	\$ -	\$ -	\$ -	\$ 241.50
<b>Total</b>	<b>\$ 9,977.88</b>	<b>\$ 0.59</b>	<b>\$ 158.88</b>	<b>\$ -</b>	<b>\$ 9,819.59</b>

Previous Bank Balance	\$ 9,977.88
Deposits made this month	\$ 0.59
Checks Paid this Month	\$ 158.88
New Bank Balance	\$ 9,819.59
Minus Outstanding Cks.	\$ -
Plus Outstanding Deposits	\$ -
Final Account Balance	\$ 9,819.59

*Wes Reed*

Wes Reed, Principal  
February 4, 2014

STATEMENT OF ACTIVITY FUND						
WESTMONT ELEMENTARY						
FOR THE PERIOD: Jan. 14						
Activity	Balance Last Report	Receipts	Expenditures	Balance On Hand		
Library Fund	\$4,250.12	\$5.99	\$0.00	\$4,256.11		
General Fund	\$4,164.75	\$287.00	\$42.95	\$4,408.80		
Pop	\$1,438.20	\$88.01	\$115.72	\$1,410.49		
Student Council	\$942.71	\$0.00	\$0.00	\$942.71		
Destination Imag.	\$1,035.82	\$104.20	\$19.76	\$1,120.26		
<b>Totals</b>	<b>\$11,831.60</b>	<b>\$485.20</b>	<b>\$178.43</b>	<b>\$12,138.37</b>		
Previous Bank Balance	\$11,831.60					
Deposits Made This Month	\$485.20					
Checks Paid This Month	\$178.43					
New Bank Balance	\$12,138.37					
Minus Outstanding Checks	\$0.00					
Plus Outstanding Deposits	\$0.00					
Final Account Balance	\$12,138.37			 MELISSA HASTY Principal		

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			3,417.32
Checks and Payments	2	Items	-2,034.32
Deposits and Other Credits	0	Items	0.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			1,383.00

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			1,383.00
Checks and Payments	2	Items	-56.78
Deposits and Other Credits	0	Items	0.00
Register Balance as of 1/31/2014:			1,326.22
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			1,326.22

Uncleared Transaction Detail up to 1/31/2014

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
1/31/2014	639	Sandy Lee		Supplies		-26.78
1/31/2014	640	Scholastic Books		Books		-30.00
Total Uncleared Checks and Payments				2 Items		-56.78
Uncleared Deposits and Other Credits						
Total Uncleared Deposits and Other Credits				0 Items		0.00
Total Uncleared Transactions				2 Items		-56.78

Bills by Fund for Payment February 10,2014			
General Fund			
Payee	Account Code	Reason	Amount
Educational Service #3	1-01-1100-318	AV REPAIR	\$ 388.56
State of NE-Office of CIO	1-01-1100-318	ON-LINE SERVICE	\$ 233.21
AMAZON	1-01-1100-410	SUPPLIES	\$ 148.82
Quill Corp	1-01-1100-410	SUPPLIES	\$ 29.32
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 1,275.00
Pro Ed	1-01-1210-410	Connors 3: Parent rating scale	\$ 130.00
Pro Ed	1-01-1210-410	Shipping	\$ 13.00
Dill, Shellee L	1-01-1210-670	REIMBR. MILEAGE	\$ 137.67
Sarah Buettner	1-01-2130-318	RN SUB	\$ 228.57
Feldhacker, Heather L	1-01-2130-410	REIMBR. MILEAGE/SUPPLIES	\$ 45.65
Quill Corp	1-01-2130-410	SUPPLIES	\$ 71.39
Feldhacker, Heather L	1-01-2130-670	REIMBR. MILEAGE/SUPPLIES	\$ 120.96
HyVee Food & Drug Store	1-01-2210-410	SUPPLIES	\$ 55.12
Stenhouse Publishers	1-01-2210-410	The Daily 5 (second Edition)	\$ 24.00
McCracken, Michelle L	1-01-2210-670	REIMBR. MILEAGE	\$ 119.74
NE Assoc Of School Boards	1-01-2310-630	DATA CONF. K.FISHER	\$ 85.00
NE Assoc Of School Boards	1-01-2310-630	EDUC. FORUM CONF.-B.RICHARDS	\$ 410.00
NE Assoc Of School Boards	1-01-2310-630	LIC CONF.K.FISHER,B.RICHARDS,E	\$ 270.00
AMAZON	1-01-2310-690	SUPPLIES	\$ 182.25
HyVee Food & Drug Store	1-01-2310-690	SUPPLIES	\$ 102.48
NE Council of School Attorneys	1-01-2320-410	LAW REPORTER	\$ 80.00
NE Assoc Of School Boards	1-01-2320-630	EDUC. FORUM CONF.-B.RICHARDS	\$ 205.00
NE Assoc Of School Boards	1-01-2320-630	LIC CONF.K.FISHER,B.RICHARDS,E	\$ 135.00
Richards, Brett A	1-01-2320-670	REIMBR. MILEAGE	\$ 327.21
Lukas Partners, Inc.	1-01-2330-318	PR SERVICE	\$ 597.85
Midwest Office Automations	1-01-2510-318	COPIER LEASE	\$ 2,765.99
One Source	1-01-2510-318	BACKGROUND CHECKS	\$ 70.00
CenturyLink	1-01-2510-342	PHONE @ CO	\$ 239.41
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 399.53
MCI	1-01-2510-342	LONG DISTANCE	\$ 53.46
Verizon Wireless	1-01-2510-342	CELL PHONE	\$ 171.25
Culligan Us Filter	1-01-2510-410	SUPPLIES	\$ 37.50
American Express	1-01-2520-336	CREDIT CARD PAYMENT	\$ 374.29
Buskirk, Richard	1-01-2520-336	OIL CHANGE	\$ 93.00
Buskirk, Richard	1-01-2520-337	REPAIR CHEVY 2007	\$ 237.00
Buskirk, Richard	1-01-2520-337	TIRES	\$ 320.00
Great Plains Pest Services In	1-01-2620-318	PEST CONTROL	\$ 150.00
Johnson, Charles E	1-01-2620-318	WATER OPERATOR	\$ 900.00
NE DOL/Boiler Inspection Program	1-01-2620-318	BOILER CERTIFICATE	\$ 468.00
NE Public Health Enviromental Labor	1-01-2620-318	WATER TESTING	\$ 15.00
Protex Central Inc	1-01-2620-318	FIRE ALAMR @ WM	\$ 235.00
Protex Central Inc	1-01-2620-318	FIRE ALARM @ SP	\$ 42.50
American Express	1-01-2620-319	CREDIT CARD PAYMENT	\$ 536.26
Dr. Vinyl	1-01-2620-319	REPAIR @ PHS-SCORETABLE,BB V	\$ 460.00
Hayes Mechanical, LLC	1-01-2620-319	HEAT PUMP @ WM	\$ 211.00
Metro Electric Company, Inc.	1-01-2620-319	REPAIR LIGHTING FB FIELD	\$ 580.07
Prime Communications, Inc.	1-01-2620-319	INTERCOME REPAIR @ WM	\$ 1,046.46
Protex Central Inc	1-01-2620-319	FIRE ALARM INSPECTIONS @ LP,P	\$ 640.00
American Express	1-01-2620-410	CREDIT CARD PAYMENT	\$ 1,065.00
Egan Supply Company	1-01-2620-410	SUPPLIES	\$ 96.76
Electrical Engineering & Equipment C	1-01-2620-410	SUPPLIES	\$ 196.55
Grainger	1-01-2620-410	SUPPLIES	\$ 1,292.83
Home Depot/GECF	1-01-2620-410	SUPPLIES	\$ 162.87
Johnstone Supply Of Omaha	1-01-2620-410	SUPPLIES	\$ 241.65
Mark's Plumbing Parts	1-01-2620-410	SUPPLIES	\$ 128.02
Sherwin-Williams Co. (The)	1-01-2620-410	SUPPLIES	\$ 463.61
Stanley Security Solutions, Inc.	1-01-2620-410	SUPPLIES	\$ 27.30
Kids On The Move Inc	1-01-4410-318	SPED SERVICE	\$ 1,170.00
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 250.00
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 385.47
Copple Chevrolet-GMC Inc	1-02-2760-318	REPAIR SPED VAN	\$ 134.23

<b>Bills by Fund for Payment February 10,2014</b>			
Happy, Yellow and Checker Cab Comp	1-02-2760-318	SPED TRANSPORTATION	\$ 1,038.35
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 320.00
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 367.03
Educational Service Unit #3 (ADMIN)	1-10-1100-120	INTERLOCAL SUB JAN 2014	\$ 1,610.00
Educational Service Unit #3 (ADMIN)	1-10-1100-210	INTERLOCAL SUB JAN 2014	\$ 123.17
Educational Service Unit #3 (ADMIN)	1-10-1100-290	INTERLOCAL SUB JAN 2014	\$ 8.45
Midwest Office Automations	1-10-1100-410	STAPLES	\$ 138.00
Educational Service Unit #3 (SPED)	1-10-1200-318	SPED SERVICE	\$ 1,113.37
Educational Service Unit #3 (SPED)	1-10-1230-362	SPED SERVICE	\$ 1,113.37
Emily R Wadhams, HPMT,MT-BC	1-10-1230-362	SPED SERVICE	\$ 200.00
Educational Service Unit #3 (ADMIN)	1-10-1290-120	INTERLOCAL SUB JAN 2014	\$ 575.00
Educational Service Unit #3 (ADMIN)	1-10-1290-210	INTERLOCAL SUB JAN 2014	\$ 43.99
Educational Service Unit #3 (ADMIN)	1-10-1290-290	INTERLOCAL SUB JAN 2014	\$ 3.17
Educational Service Unit #3 (SPED)	1-10-1290-318	SPED SERVICE	\$ 4,503.04
HyVee Food & Drug Store	1-10-1290-410	SUPPLIES	\$ 129.19
Lee, Sandra R	1-10-1290-410	REIMBR. SUPPLIES	\$ 31.18
Edwards, Elizabeth A	1-10-1290-670	REIMBR. MILEAGE	\$ 45.48
Educational Service #3	1-10-1310-410	HAL WORKSHOP	\$ 500.00
NE State Reading Association	1-10-1320-410	Julie Little	\$ 265.00
NE State Reading Association	1-10-1320-410	Manon Strayer	\$ 290.00
Culligan Us Filter	1-11-1100-318	SUPPLIES	\$ 124.00
Center Trophy Company	1-11-1100-410	SUPPLIES	\$ 14.85
Pepper Of Minneapolis	1-11-1100-410	SUPPLIES	\$ 43.99
Pepper Of Minneapolis	1-11-1100-410	Supplies	\$ 9.79
AccuPrint Laser Services Inc	1-11-1100-560	DRUM CARTRIDGE	\$ 89.95
AccuPrint Laser Services Inc	1-11-1100-560	TONER	\$ 389.90
AMAZON	1-11-1100-690	SUPPLIES	\$ 21.22
Educational Service Unit #3 (ADMIN)	1-11-1220-120	INTERLOCAL SUB JAN 2014	\$ 747.50
Educational Service Unit #3 (ADMIN)	1-11-1220-210	INTERLOCAL SUB JAN 2014	\$ 57.20
Educational Service Unit #3 (ADMIN)	1-11-1220-290	INTERLOCAL SUB JAN 2014	\$ 4.46
AccuPrint Laser Services Inc	1-11-1220-410	TONER	\$ 62.95
Demco Inc	1-11-2220-410	SUPPLIES	\$ 230.88
World Book Inc.	1-11-2220-430	ENCYCLOPEDIA 2014	\$ 819.00
Namify	1-11-2410-410	SUPPLIES	\$ 28.00
NE Council of School Attorneys	1-11-2410-410	LAW REPORTER	\$ 10.00
NE Council of School Administrators	1-11-2410-630	PRINCIPAL CONF. W. REED	\$ 125.00
Reed, Wesley S	1-11-2410-670	REIMBR. MILEAGE	\$ 101.80
Educational Service #3	1-11-2410-690	HAL WORKSHOP	\$ 7.50
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 590.00
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,522.11
City Of Springfield	1-11-2610-323	WATER & SEWER @ SP	\$ 154.68
AMSAN NOGG CHEMICAL	1-11-2610-410	SUPPLIES	\$ 16.94
Egan Supply Company	1-11-2610-410	SUPPLIES	\$ 131.94
Hillyard/Sioux Falls	1-11-2610-410	SUPPLIES	\$ 59.08
AccuPrint Laser Services Inc	1-12-1100-410	TONER	\$ 149.95
Bureau Of Education & Research	1-12-1100-630	REGISTRATION:L.BAINES	\$ 229.00
AccuPrint Laser Services Inc	1-12-1220-410	TONER	\$ 142.95
Amauskas, Kathleen M	1-12-2120-670	REIMBR. MILEAGE	\$ 44.95
Demco Inc	1-12-2220-410	SUPPLIES	\$ 437.00
Library Skills, Inc.	1-12-2220-410	SUPPLIES	\$ 107.25
NE Council of School Attorneys	1-12-2410-410	LAW REPORTER	\$ 10.00
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 4,207.80
S I D #23	1-12-2610-323	WATER & SEWER @ WM	\$ 50.56
AMSAN NOGG CHEMICAL	1-12-2610-410	SUPPLIES	\$ 16.94
Egan Supply Company	1-12-2610-410	SUPPLIES	\$ 131.93
Hillyard/Sioux Falls	1-12-2610-410	SUPPLIES	\$ 59.07
Educational Service Unit #3 (ADMIN)	1-20-1100-120	INTERLOCAL SUB JAN 2014	\$ 2,472.50
Educational Service Unit #3 (ADMIN)	1-20-1100-210	INTERLOCAL SUB JAN 2014	\$ 189.15
Educational Service Unit #3 (ADMIN)	1-20-1100-290	INTERLOCAL SUB JAN 2014	\$ 16.37
Platteview High School	1-20-1100-690	FEE WAIVER	\$ 110.50
Educational Service Unit #3 (SPED)	1-20-1230-362	SPED SERVICE	\$ 5,250.00
Heartland Foundation	1-20-1230-362	SPED SERVICE	\$ 3,059.00
Ollie Webb Center, Inc.	1-20-1230-362	SPED SERVICE	\$ 14,000.00

<b>Bills by Fund for Payment February 10,2014</b>			
Vocational Development Center, Inc.	1-20-1230-362	SPED SERVICE	\$ 861.60
National Geographic School Publishin	1-21-1100-410	EXTREME EXPLORER	\$ 91.30
Culligan Us Filter	1-21-1100-690	SUPPLIES	\$ 33.30
Educational Service Unit #3 (ADMIN)	1-21-1220-120	INTERLOCAL SUB JAN 2014	\$ 115.00
Educational Service Unit #3 (ADMIN)	1-21-1220-210	INTERLOCAL SUB JAN 2014	\$ 8.80
Educational Service Unit #3 (ADMIN)	1-21-1220-290	INTERLOCAL SUB JAN 2014	\$ 0.69
Apple, Inc.	1-21-1220-410	SPED MACBOOK AIR	\$ 1,643.14
Apple, Inc.	1-21-1220-560	SPED MACBOOK AIR	\$ 838.34
Apple, Inc.	1-21-1220-630	SPED MACBOOK AIR	\$ 209.59
Apple, Inc.	1-21-1220-670	SPED MACBOOK AIR	\$ 155.93
PC & MacExchange	1-21-2220-450	REPLACEMENT LAMP	\$ 165.99
NE Council of School Attorneys	1-21-2410-410	LAW REPORTER	\$ 10.00
AMSAN NOGG CHEMICAL	1-21-2610-410	SUPPLIES	\$ 16.94
Egan Supply Company	1-21-2610-410	SUPPLIES	\$ 131.93
Hillyard/Sioux Falls	1-21-2610-410	SUPPLIES	\$ 59.08
Schmitt Music Center	1-22-1100-318	CREDIT MEMO	\$ (25.00)
Schmitt Music Center	1-22-1100-318	REPAIR	\$ 138.00
Brooklyn Publishers LLC (IA)	1-22-1100-410	SUPPLIES	\$ 56.25
Dostal, Alexander J	1-22-1100-410	REIMBR. SUPPLIES	\$ 10.04
Gustafson, Christine M	1-22-1100-410	REIMBR. SUPPLIES	\$ 150.00
King, Matthew T	1-22-1100-410	REIMBR. SUPPLIES	\$ 27.30
Korf, Keegan R	1-22-1100-410	REIMBR. SUPPLIES	\$ 38.43
Matheson Tri-Gas, Inc.	1-22-1100-410	SUPPLIES	\$ 220.47
Pepper Of Minneapolis	1-22-1100-410	SUPPLIES	\$ 730.42
Quill Corp	1-22-1100-410	SUPPLIES	\$ 232.02
Walmart Community/GECRB	1-22-1100-410	SUPPLIES	\$ 117.07
Educational Service #3	1-22-1100-630	QUIZ BOWL	\$ 65.00
Platteview High School	1-22-1100-630	UNL MATH DAY REIMBR.	\$ 137.00
AccuPrint Laser Services Inc	1-22-2220-450	TONER	\$ 324.95
NE Council of School Attorneys	1-22-2410-410	LAW REPORTER	\$ 10.00
CDWG	1-22-2410-560	COMPUTERS	\$ 3,223.88
Case, Jacki L	1-22-2410-670	REIMBR. MILEAGE	\$ 23.52
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 2,070.00
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 15,459.59
AMSAN NOGG CHEMICAL	1-22-2610-410	SUPPLIES	\$ 33.88
Egan Supply Company	1-22-2610-410	SUPPLIES	\$ 263.87
Hillyard/Sioux Falls	1-22-2610-410	SUPPLIES	\$ 168.49
			\$ 99,358.07
<b>Food Service Fund</b>			
<b>Payee</b>	<b>Account Code</b>	<b>Reason</b>	<b>Amount</b>
Taher, Inc.	2-23-6000-318	OPERATING EXPENSE-DEC. 2013	\$ 34,020.29
Wordware Incorporated	2-23-6000-465	FS ANNUAL SUPPORT	\$ 1,887.00
			\$ 35,907.29
			\$ 135,265.36



Prepared For  
**BRETT RICHARDS**  
 SO SARPY SCHOOL 46

Account Number  
 XXXX-XXXXX7-21006

Closing Date  
 01/22/14

Page 3 of 3

**Activity Continued**

Card Number	XXXX-XXXXX7-22020	Reference Code	Amount \$
01/04/14	B & B PITSTOP REF# 000027477 PURCHASE ROC NUMBER 000027477	SPRINGFIELD NE GAS STATION 01/03/14 00002747700	106.24
01/07/14	B & B PITSTOP REF# 000027733 PURCHASE ROC NUMBER 000027733	SPRINGFIELD NE GAS STATION 01/06/14 00002773300	17.00
01/07/14	THE KNOX COMPANY REF# 8314413972 MISCELLANEOUS PERSO ROC NUMBER 8314413972	014 PHOENIX AZ 623-687-2300 01/06/14 03144139720	1,065.00
01/14/14	B & B PITSTOP REF# 000028281 PURCHASE ROC NUMBER 000028281	SPRINGFIELD NE GAS STATION 01/13/14 00002828100	50.41
01/14/14	B & B PITSTOP REF# 000028294 PURCHASE ROC NUMBER 000028294	SPRINGFIELD NE GAS STATION 01/13/14 00002829400	71.01
01/16/14	B & B PITSTOP REF# 000028407 PURCHASE ROC NUMBER 000028407	SPRINGFIELD NE GAS STATION 01/15/14 00002840700	63.63
01/16/14	TRANS-LUX MIDWEST CO REF# 84988954016 ROC NUMBER 8498895401698001	Des Moines IA 515-265-6240 01/15/14 84988954016	536.26
01/21/14	B & B PITSTOP REF# 000028812 PURCHASE ROC NUMBER 000028812	SPRINGFIELD NE GAS STATION 01/20/14 00002881200	66.00
<b>Total for BRETT A. RICHARDS</b>		New Charges/Other Debits Payments/Other Credits	1,975.55 0.00

*fuel*

*fire boxes  
1-01-2020-410*

*fuel*

*score board  
1-01-2020-319*

*fuel*

*1-01-2500-330  
fuel = \$374.29*

**FUND** see above  
**DATE** 2-4-14  
**INT** BR

# **AIA**<sup>®</sup> Document C106<sup>™</sup> – 2013

## **Digital Data Licensing Agreement**

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

**BETWEEN** the Party transmitting Digital Data ("Transmitting Party"):  
*(Name, address and contact information, including electronic addresses)*

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

and the Party receiving the Digital Data ("Receiving Party"):  
*(Name, address and contact information, including electronic addresses)*

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

Springfield Platteview Community School District  
14801 South 108th Street  
Springfield, Nebraska 68059-4925

The Transmitting Party and Receiving Party agree as follows.

### **TABLE OF ARTICLES**

- 1        GENERAL PROVISIONS**
- 2        TRANSMISSION OF DIGITAL DATA**
- 3        LICENSE CONDITIONS**
- 4        LICENSING FEE OR OTHER COMPENSATION**
- 5        DIGITAL DATA**

### **ARTICLE 1    GENERAL PROVISIONS**

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the parties.

Init.

§ 1.3 For purposes of this Agreement, the term Digital Data is defined to include only those items identified in Article 5 below.

§ 1.3.1 Confidential Digital Data is defined as Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as "confidential."

## ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data identified in Article 5 solely and exclusively to perform services for, or construction of, the Project in accordance with the terms and conditions set forth in this Agreement.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.3 If the Transmitting Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Receiving Party that the Transmitting Party is authorized to transmit the Confidential Digital Data. If the Receiving Party receives Confidential Digital Data, the Receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.3.1.

§ 2.3.1 The Receiving Party may disclose the Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Agreement.

§ 2.4 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 2.5 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

## ARTICLE 3 LICENSE CONDITIONS

The parties agree to the following conditions on the limited license granted in Section 2.1:

*(State below rights or restrictions applicable to the Receiving Party's use of the Digital Data, requirements for data format, transmission method or other conditions on data to be transmitted.)*

Architect-Engineer of Record (AER) makes no representation as to the compatibility of the Computer Aided Drafting/Building Information Model (CAD/BIM) files with any hardware or software.

AER makes no representation regarding the accuracy, completeness, or permanence of CAD/BIM files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD/BIM files may not have been incorporated. In the event of a conflict between the AER's sealed Contract Drawings and CAD/BIM files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's (OCT) responsibility to determine if any conflicts exist. The CAD/BIM files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

The use of CAD/BIM files prepared by the AER shall not in any way obviate the OCT's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

This Agreement shall be governed by the laws of the principal place of business of the AER.

**ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION**

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation ~~§ 4.1 There is no charge to the Owner receiving Architect-Engineer generated Digital Data for its internal facility management use.~~

The Transmitting Party agrees to send the Digital Data upon receipt of the fee or other compensation as indicated in Specification Section 013333, Electronic Drawings, for the Receiving Party's use of the Digital Data;

*(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)*

The Transmitting Party will provide the Digital Data, dated \_\_\_\_\_, for the following drawings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Drawings were prepared on the following:

\_\_\_\_\_ Computer Software: \_\_\_\_\_ / Version: \_\_\_\_\_.

**ARTICLE 5 DIGITAL DATA**

The Parties agree that the following items constitute the Digital Data subject to the license granted in Section 2.1: *(Identify below, in detail, the information created or stored in digital form the parties intend to be subject to this Agreement.)*

This Agreement is entered into as of the day and year first written above and will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201™-2007, General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.

*(Indicate when this Agreement will terminate, if other than the date of Substantial Completion.)*

\_\_\_\_\_  
**TRANSMITTING PARTY** *(Signature)*

\_\_\_\_\_  
**RECEIVING PARTY** *(Signature)*

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

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

Init.

/

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

**AIA® Document D401™ – 2003**

I, Patrick W. Phelan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:13:12 on 10/21/2013 under Order No. 3091147563\_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 C106™ – 2013, Digital Data Licensing Agreement, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# AIA® Document B103™ – 2007

## Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

**AGREEMENT** made as of the 21<sup>st</sup> day of October in the year 2013  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, ~~legal status~~, address and other information)

Springfield Platteview Community Schools  
14801 South 108 Street  
Springfield, Nebraska 68059

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

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

DLR Group inc. (a Nebraska corporation)  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
Telephone Number: 402/393-4100 Fax Number: 402/393-8747

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

Springfield Platteview Community Schools  
Springfield, Nebraska  
For traditional Architecture/Engineering services necessary for all identified projects that are a result of the Facilities Evaluation, Master Planning, Pre-Bond Issue planning and subsequent Bond Issue(s) to fund said project(s).

DLR Group Project No. 10-13125-01

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," applicable, "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

Program shall be developed during Master Plan Study Planning Workshops.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

To be determined through Master Planning and Pre-Bond Issue Services by mutual agreement.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined: unknown at time of execution of this Agreement

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To be determined later by mutual agreement

.2 Commencement of construction:

Init.

To be determined later by mutual agreement

.3 Substantial Completion date or milestone dates:

~~.4 Other:~~

To be determined later by mutual agreement

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract or construction management.)

#### Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

The parties of this Agreement do not contemplate a project delivery scheme in which the Owner or Owner's representative engages multiple Prime Contractors or in which the scope of work is divided into multiple independent packages for bidding, negotiation, or construction. The services of the Architect that are required to subdivide the scope of work into independent packages of Contract Documents for bidding or negotiation purposes or as a basis for the Owner's or Owner's representative engagement of multiple Prime Contractors shall be compensated as Changes in Services or Additional Services. This includes work performed by a construction manager, another contractor or professional consultant retained by the Owner.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address and other information.)

Brett Richards  
Springfield Platteview Schools  
14801 South 108<sup>th</sup> Street  
Springfield, NE 68059  
402-592-1300  
brichards@springfieldplatteview.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

NA

§ 1.1.10 The Owner will retain the following consultants and contractors:  
(List name, legal status, address and other information.)

.1 ~~Cost Consultant:~~

.2 Scheduling Consultant:

.3 Geotechnical Engineer:

To be determined

.4 Civil Engineer:

DLR Group

.5 Other, if any:

*(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)*

Special inspection and testing Consultant to be determined.

Topographic Survey Consultant to be determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Patrick Phelan  
DLR Group  
6457 Frances Street, Suite 200  
Omaha, NE 68106402-393-4100

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and ~~1.1.12.2~~ 1.1.12.2.  
Notwithstanding anything in this Agreement to the contrary, the Architect shall inform the Owner of the name and address of each consultant retained by Architect working on the Project, regardless of when such consultant is retained. Owner may, at any time with reasonable cause, object to any of the Architect's consultant's working on the Project, in which case the Architect shall replace such consultant.  
*(List name, ~~legal status,~~ address and other information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

DLR Group

.2 Mechanical Engineer:

DLR Group

.3 Electrical Engineer:

DLR Group

§ 1.1.12.2 Consultants retained under Additional Services:

To be determined

§ 1.1.13 Other Initial Information on which the Agreement is based:

Init.

None at the time of execution.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions will be promptly corrected by Architect at no additional cost to Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Notwithstanding the foregoing, in no event shall the Architect engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~

§ 2.5.1 ~~Comprehensive-Commercial~~ General Liability with policy limits of not less than (\$—One Million Dollars (\$1,000,000) ) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. Owner is to be included under such policy as additional insured to the extent of liability assumed by Architect, with coverage to be primary and not contributory with any such coverage maintained by Owner. The policy shall contain a severability of interests' provision in favor of the additional insureds.

§ 2.5.2 ~~Automobile Liability covering owned and rented-owned, rented, and non-owned~~ vehicles operated by the Architect with policy limits of not less than (\$—One Million Dollars (\$1,000,000) ) combined single limit and ~~aggregate~~ for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for ~~Comprehensive-Commercial~~ General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 ~~Workers' Compensation at statutory limits and~~ The Architect will provide Workers' Compensation as statutorily required. Architect shall maintain coverage for Employers Liability with a policy limit of not less than (\$—One Million Dollars (\$1,000,000) ).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (\$—One Million Dollars (\$1,000,000) ) per claim and in the aggregate. Coverage shall be maintained for the term of services under this Agreement. If Owner chooses to acquire a policy of professional liability insurance for the Project, then Owner and Architect must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. All deductibles and premiums associated with the above coverages except a project specific policy of professional liability insurance shall be the responsibility of Architect. The certificates will show the Owner as an additional insured on the ~~Comprehensive General Liability, Automobile~~

Liability, umbrella or excess policies. Commercial General Liability and Automobile Liability policies. Umbrella and excess liability policies shall be following form additional insured provision as included in underlying policies. The Architect shall ensure that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect.  
The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement.  
The Architect shall submit written notice to the Owner within three (3) days of any change to an insurance policy.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. Master Plan and Pre-Bond Issue Planning shall include:

Architect shall meet with community citizens committee, Administration and Faculty Staff, as authorized by the Board of Education, to analyze, receive input and create space programs, facility evaluations and project scope for recommendations for the District Master Plan and Pre-Bond Issue Planning Services.

Architect shall prepare a report to the Administration and Board of Education regarding the recommendation and conclusions reached. The report shall include:

- Review of enrollment projections to confirm education space utilization needs.
- Review of analysis of existing building systems (general, structural, mechanical and electrical) needs.
- Recommendation of preventative maintenance needs and improvements.
- Site evaluation and design coordination.
- Evaluation of any proposed building additions with consideration for future addition and site improvements consistent with the Master Plan.
- Graphic representations of recommendations for locations of buildings and site improvements.
- Estimate of probable construction and total projects costs.

Architect shall provide Pre-Bond Issue Election Planning Services to consult with and assist the School District and the School District's Fiscal Agent in providing information to the public regarding the Project prior to the bond issue election, including participation in public presentations to present fact and information regarding the Project to the public prior the election on the bond issue question. The Architect will initiate, in conjunction with the community citizens committee, direct contacts through interviews, personal contacts, civic meetings and events, both formal and informal, with potential stake holders in the Project to inform them of the Scope of the Project Document and its contents

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. be responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may

occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 ~~Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause. The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such applicable laws, codes and regulations and in order to assist the Owner in the permitting process. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that work performed by the Architect and any consultants of the Architect shall comply with such applicable laws, codes and regulations in a manner consistent with industry standards.~~

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

~~§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.~~

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval. **The Architect shall submit the Schematic Design Documents to the Owner and request the written approval from the Owner** of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. **Phase in accordance with Sections 6.1.1 through 6.1.4.4.**

**3.2.8 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise usual and customary professional care consistent with industry standards such that the Schematic Design Documents shall comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Project existing at the time such documents are completed by the Architect.**

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. ~~The Architect shall meet with the Cost Consultant to review the Design Development Documents.~~ **documents to the Owner for review and written approval. If revisions to Design Development Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase, the Architect shall incorporate the required revisions in the Construction Document Phase in accordance with Sections 6.1.1 through 6.1.4.4.**

~~§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.~~ **Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise usual and customary professional care consistent with industry standards such that the Design Development Documents shall comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Project existing at the time such documents are completed by the Architect.**

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor

will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect, at its own expense, shall be responsible for making changes in the Construction Documents which are suggested by said governmental authorities and requested by Owner.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents, for review and written approval. If revisions to Construction Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase, the Architect shall incorporate the required revisions in accordance with Sections 6.1.1 through 6.1.4.4.

**§ 3.4.5** Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise usual and customary professional care consistent with industry standards such that the Construction Documents, including Drawings and Specifications, shall comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Project existing at the time such documents are completed by the Architect.

## **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, A201-2007, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or ~~omissions, errors,~~ but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment, sixty (60) days after date of Substantial Completion.~~

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 ~~The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~ Upon request of the Owner or Contractor, the Architect shall, with reasonable promptness, render its interpretations and decisions on claims, disputes, or other matters in question between the Owner and the Contractor as provided in the Contract Documents. However, the Architect's interpretations and decisions shall not be binding on either the Owner or the Contractor.

§ 3.6.2.4 Interpretations and decisions ~~of the Architect rendered by the Architect under Section 3.6.2.3 hereof~~ shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the

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form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of ~~the uncovered~~ Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule ~~or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review schedule. Time periods for response will be as stated in the specifications for the Project. If submittal processing will exceed the time period as stated in the specifications, the Architect will notify the Contractor. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.~~

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Architect shall acknowledge the receipt of each Contractor-generated Request for Information (hereafter "RFI") within three (3) working days after receiving it. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each RFI (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, within ten (10) working days after the RFI is received by the Architect. If the RFI processing will exceed the agreed upon review period, the Architect will notify the Contractor and the Owner.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct ~~inspections~~ site inspections, to the extent consistent with professional skill, quality and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances, to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect, during the tenth (10<sup>th</sup>) month after the Date(s) of Substantial Completion, and without additional compensation, shall visit the Project to review the work and shall prepare a report to be issued to the Owner (and, at the Owner's direction, to the Contractor) indicating outstanding work to be corrected and warranty issues to be addressed by the Contractor. To the extent that services of the Architect are required for the Contractor's corrections of the work or the Contractor's satisfaction of warranty requirements, such services, upon written approval of the Owner, shall be considered a Change in Services for which the Architect will be compensated.~~

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Owner may request other Additional Services of the Architect. Additional Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming(B202™-2009)	Architect (Master Plan)	3.1
§ 4.1.2 Multiple preliminary designs	Architect (Master Plan)	3.1
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect (Master Plan)	3.1
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect (Master Plan)	3.1
§ 4.1.6 Building Information Modeling (B202™-2008)information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	4.2.3
§ 4.1.8 Landscape design	Architect	4.2.3
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	4.2.4
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed-cost-Cost estimating	Architect	
§ 4.1.12 On-site project representation	Not Provided	4.3.3
<del>§ 4.1.12 On-site Project Representation (B207™-2008)</del>		
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 <del>As-Designed Record-As designed record</del> drawings	Not Provided	
§ 4.1.15 <del>As-Constructed Record-As constructed record</del> drawings	Architect	
§ 4.1.16 Post occupancy evaluation	Architect	3.6.6.5
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect/Owner	
§ 4.1.20 Special Systems Design	Architect/Not Provided	4.2.1 and 4.2.2
<del>§ 4.1.20 Telecommunications/data design</del>		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22 Commissioning (B211™-2007)	Owner	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012) (B214™-2007)	Not Provided	
§ 4.1.25 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, Furnishings, Finishings, and Equipment Design (B253™-2007)	Owner	4.2.4

<u>4.1.27</u> Bond Issue support Services	Architect (Master Plan)	3.1
<u>4.1.28</u> Coordination with third Party construction manager	Not Provided	1.1.6, 11.2, 12.1.7

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 Special Systems included by Architect are Intercom and Fire Alarm Systems and Rough-in infrastructure for A/V, data, telephone and security systems.

4.2.2 A/V Systems design, telephone/voice, data cabling design, security systems and sound systems design are Additional Services.

4.2.3. Civil Engineering Services not provided in Basic Services but can be provided by or coordinated by DLR Group as an Additional Service if requested:

- .1 State of Nebraska NPDES Permit preparation and coordination;
- .2 Off-Site (Outside of Owner's property) utility extensions and/or improvements design services;
- .3 Public roadway improvements design services, (ie. added turning and/or deceleration lanes);
- .4 Traffic signalization design services and/or traffic impact studies;
- .5 Stormwater Pollution Prevention Plan (SWPPP) design and preparation;
- .6 SWPPP Inspections;
- .7 City required development agreement assistance/coordination;
- .8 Army Corps of Engineers 404 Permits;
- .9 Stormwater Detention analysis/design;
- .10 Preparation submittal and/or coordination of City and/or County site plan review submittals or meetings;
- .11 Boundary and/or Topographic Surveying Services;
- .12 Platting Services;
- .13 Post Construction Stormwater Management Plan (PCSMP) design and submittal services.

4.2.4. Interior Design Services not provided in Basic Services but can be provided by or coordinated by DLR Group as an Additional Service if requested:

- .1 Way finding including interior building signage;
- .2 Extensive wall graphics design (ie., gymnasiums, commons, libraries, etc...);
- .3 Design of or Design Review of Owner's Vendor design of furniture and equipment locations, procurement and specifications including any color coordination with interior finishes, millwork and casework;
- .4 Selection of window treatments and window treatment schedule;
- .5 Inventory and site verification of existing equipment and furniture.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ bid alternates. Preparation of design and documentation for increased or decreased scope of work for proposal requests proposed by the Owner. Preparation of design and documentation for separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Changes required in the Instruments of Service to reduce the cost of the Project where the Owner has provided Value Engineering;**
- .13 Services made necessary due to the default of the Contractor.**
- or**
- .14 Providing services in connection with building commissioning.**

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- ~~.2~~ .1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ .2 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~.4~~ Evaluating ~~.3~~ Evaluating an extensive number of Claims as the Initial Decision Maker;
- ~~.5~~ .4 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- ~~.6~~ .5 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .6 Failure of performance of Owner's consultants or contractors.**

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 Up to Two ( 2 ) visits to the site per month by the Architect over the duration of the Project during ~~construction~~ construction. Site visits in excess of that amount shall be provided as Additional Services.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

~~§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.~~

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ~~The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work.~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic

evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.~~ Architect shall coordinate its Services and those of its Consultants with services provided by the Owner, but only to the extent of incorporating the work of Owner's Consultants in the Instruments of Service.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.1.1 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect agrees that, if the lowest bonafide bid or negotiated price for the entire Scope of Work is greater than [One Hundred ten percent (110 %)] of the Architect's estimate of the Cost of the Work most recently approved by the Owner, the Owner may elect to require the Architect to perform, at no cost to the Owner, all necessary services to modify the documents to indicate a design that is approved by the Owner and that conforms to the approved Cost of the Work. The Owner may exercise any of the other options listed in Section 6.1.4.

§ 6.1.2 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project;

and to include in the Contract documents that alternate bids may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

**§ 6.1.3 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.**

**§ 6.1.4 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:**

- .1 give written approval of an increase in the budget for the Cost of the Work;**
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;**
- .3 terminate in accordance with Section 9.5; or**
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.**

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

**§ 6.3** The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;**
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or**
- .3 implement any other mutually acceptable alternative.**

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## Article 7 Copyrights and Licenses

The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

#### **ARTICLE 7 — COPYRIGHTS AND LICENSES**

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

§ 7.2 If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to indemnify and hold the Architect and its consultants harmless from claims that may arise from any reuse."

§ 7.3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

§ 7.4 The Architect retains the right to continue use of the Instruments of Service, including design concepts, drawings, details and specifications that are common to other projects of the Architect.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project. Except for negligent acts and defects in the plans and specifications, Owner agrees to indemnify and defend Architect and its subconsultants against claims made by the Contractor or subcontractor unless the claim is for Architect's or Architect's subconsultant negligent acts, errors or omissions in the plans and specifications.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage, and Architect's subconsultants shall indemnify and hold Owner and its officers, employees and successors, harmless from and against all, damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from Architect's negligent acts, errors or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to Architect's services. Architect's liability arising from this indemnification and its liability for damages generally in connection with the Agreement, shall be limited to [insurance provisions in place for this contract]. Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

Owner assumes liability for and agrees to indemnify, and hold Architect, its consultants, and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise

**from negligent acts, errors or omissions of Owner, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity"). This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Architect in writing. Owner shall provide written notice of any known inconsistencies in the Architect's services expeditiously after discovery. Owner has no obligation to investigate Architect's services for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.**

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 MEDIATION**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

## **§ 8.3 ARBITRATION**

**§ 8.1.5 Direct Negotiation, as defined below, will be the initial process utilized by the parties.**

**Either the Owner or the Architect may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement.**

**Direct Negotiation Representatives of the parties shall be the Owner's Designated Representative, as defined in Section 1.1.8 and the Architect's Designated Representative, as defined in Section 2.3.**

**Direct Negotiation will take place at the project worksite or at a location as agreed to by Owner's and Architect's Designated Representatives.**

**Each party shall document results of the Direct Negotiation, and these documents shall be exchanged between the parties.**

**§ 8.1.6** The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

**§ 8.1.7** Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration. ~~§ 8.3~~ ~~§ 8.3.1~~ ~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ ~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ ~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ ~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 8.3.4** ~~§ 8.3.4~~ **CONSOLIDATION OR JOINDER**

~~§ 8.3.4.1~~ ~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ ~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. ~~§ 8.3.4.3~~

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

§ 9.2 Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than twenty-one (21) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have twenty-one (21) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within twenty-one (21) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not

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prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4 shall apply.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 interpreted and construed by the laws of the State of Nebraska.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include ~~photographic photographs~~ or artistic representations of the design of the Project among the Architect's promotional and professional ~~materials-materials upon the Owner's prior written approval of such photographs or artistic representations.~~ The Architect shall be given reasonable access to the completed Project to make such representations. ~~However, the The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary, and the Architect shall not take or use photographs which contain the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner.~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall not knowingly design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq, Hazardous Materials Transportation Act, 49 U.S.C. Sec.

1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 10.10 The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 10.11 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

§ 10.12 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

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

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

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

§ 10.16 Architect's federal employer identification number is: 470492822\_\_\_\_\_.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**11.1.1** Facilities Evaluation and Master Plan Fee: (DLR Group Project No. 10-13125-01  
Lump Sum Fixed Fee: \$Zero Dollars (0)

**11.1.2** Pre-Bond Issue Planning and Assistance Fee:  
Lump Sum Fixed Fee: \$Zero Dollars (0)

**11.1.3** Lump Sum Fixed Fee to be determined later by mutual agreement for all identified projects that are a result of

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the Master Plan and subsequent Bond Issue(s) to fund said project(s). Lump Sum Fixed Fee shall be based upon designated percentage of approved Design Development Statement of Probable Construction Cost for said Project(s) based upon an agreed upon Scope of Work and associated budget negotiated using the following Fee Schedule. The same percentage fee shall apply to all bid alternates as Additional Services.

Basic Services Fee Schedule:

New Construction

<u>Construction Cost</u>	<u>Fee Range</u>
<u>\$250,000 – \$500,000</u>	<u>8.5% - 9.5%</u>
<u>\$500,000 - \$750,000</u>	<u>7.5% - 8.5%</u>
<u>\$750,000 - \$1,000,000</u>	<u>7% - 7.5%</u>
<u>\$1,000,000 - \$2,000,000</u>	<u>6.5% - 7%</u>
<u>Over \$2,000,000</u>	<u>6% - 6.5%</u>

Remodeling/Renovation/Additions

<u>Construction Cost</u>	<u>Fee Range</u>
<u>\$250,000 – \$500,000</u>	<u>12% - 13%</u>
<u>\$500,000 - \$750,000</u>	<u>11% - 12%</u>
<u>\$750,000 - \$1,000,000</u>	<u>10% - 11%</u>
<u>\$1,000,000 - \$2,000,000</u>	<u>9% - 10%</u>
<u>Over \$2,000,000</u>	<u>8% - 9%</u>

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional compensation for those services identified as Not Provided in 4.1 shall be mutually agreed in writing. For coordination with Third Party Construction Manager, Architect’s compensation shall be increased by 0.75% of the estimated construction cost for all affected project(s) for additional coordination required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

- .1 Hourly per attached Exhibit "B", DLR Group Hourly Billing Rates
- .2 Additional site visits in excess of those described in section 4.3.3 @ \$500 per visit, up to 4 hours, then hourly after that..

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, 11.3 shall be the amount invoiced to the Architect plus \_\_\_\_\_ percent (\_\_\_\_%), or as otherwise stated below:

the Architect. Upon request of the Owner, the Architect shall provide the Owner with any backup or supporting information or documentation which relates to the determination of payments due hereunder.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Thirteen</u>	percent (	<u>13</u>	)	<u>%</u>
Design Development Phase	<u>Eighteen</u>	percent (	<u>18</u>	)	<u>%</u>
Construction Documents Phase	<u>Thirty-four</u>	percent (	<u>34</u>	)	<u>%</u>
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	)	<u>%</u>

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Construction Phase	Thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be ~~adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~ **reviewed annually and are subject to adjustment by the Architect on or after agreement anniversary date.** (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit "B" DLR Group Hourly Billing Rates

Employee or Category	Rate
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**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**(Refer to attached Exhibit A, Prevailing Reimbursable Expenses)**

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~ Web-based document exchange (Newforma)
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 ~~Postage, handling and delivery;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, models, mock-ups, professional photography, and presentation materials ~~materials,~~ including computer-generated animation requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses; and
- .11 ~~Other similar Project related expenditures.~~

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect ~~and the Architect's consultants plus~~ percent (~~—~~%) of the expenses incurred. Architect.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Payment of Master Plan and Pre-Bond Issue Planning Services shall be deferred until after passage Bond Issue.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation ~~thirty (30) days from the date of receipt~~ of the Architect's invoice. Amounts unpaid (~~forty-five (45) days after receipt of~~ the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

% ~~12%~~

§ 11.10.3 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Payments to the Architect shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of off setting reimbursement or credit from other parties who may have caused Additional Services or expenses.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

### § 12.1.1

The Owner and Architect agree that due to the nature of construction, certain costs and changes may be required during the project. Owner agrees to establish a Design and Construction Contingency of five percent (5%) of the Cost of the Work. The Design and Construction Contingency shall be used to pay for increased costs in connection with changes in the construction of the project and for ambiguities and inconsistencies in the Construction Documents. Three-fourths (3/4) of the Design and Construction Contingency shall be allocated to construction changes and one-fourth (1/4) of the Design and Construction Contingency shall be allocated to such changes in the Contract Documents.

§ 12.1.2 Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Architect shall assume will be reliable; the Architect cannot and does not warrant their accuracy.

§ 12.1.3 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

§ 12.1.4 If a required item or component of the Project is omitted from the Contract Documents, the Architect shall not be responsible for paying any of the costs or expenses associated with adding such required item or component, unless such omission is a result of the Architect's error. If such omission is caused by the Architect's error, the

Architect shall not be responsible for paying the additional costs or expenses to add such required item or component to the extent such required item or component enhances the value of the Project, provided that, the Architect shall be responsible for paying any additional costs and expenses incurred by the Owner due to the fact that such required item or component was not included in the original Contract Documents.

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

§ 12.1.6 Architect shall take all actions necessary, including an assignment of rights, to enable Owner to pursue any and claims directly against such testing companies.

§ 12.1.7 If the Owner elects to employ a construction manager, the Owner will promptly notify the Architect of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the Architect. A copy of the agreement between the Owner and the construction manager will be provided to the Architect. (See Section 11.2 for compensation adjustments).

§ 12.1.8 Architect is not responsible to Owner for errors, omissions or other deficiencies in the services of any design professional rendering design, engineering or related services for Owner, other than those employed or retained by Architect. Architect's sole liability in connection with the services of Owner's consultants shall be to coordinate Owner's consultants' portion of the Instruments of Service. Owner shall require Owner's consultants to cooperate with Architect and Architect's consultants when rendering their respective services for the Project.

12.1.9 NEW EMPLOYEE WORK ELIGIBILITY VERIFICATION. Pursuant to Nebraska Revised Statute § 4-114 the Architect is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A 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. The Architect is further required and hereby agrees to include this same provision in every contract with consultants which will be physically performing services within the State of Nebraska in conjunction with the Architect's contract with the Owner.

§ 12.1.10 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which is a result of any error or omission by the Architect or the Architect's breach of any provision in or default under this Agreement.

§ 12.1.11 Any approval by the Owner of the Schematic Design Documents, the Design Development Documents, Drawings and Specifications and any other Construction Document shall be deemed to be approval of the concepts therein, but not approval of any means, techniques or particular material recommended by the Architect for the Project if such recommendations are made.

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

§ 12.1.13 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and ~~supersedes Agreement, together with all written modifications, amendments and Riders signed by both the Owner and Architect, represent the entire agreement between the parties concerning the subject matter herein and supersede all~~ prior negotiations, representations or agreements, ~~either written or oral, whether written or oral,~~ between the Owner and the Architect. This Agreement may be amended only by written instrument signed by both ~~Owner and the Owner~~ and the Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, **AIA Document C106™-2007, Digital Data Licensing Agreement,** or the following:

- .3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

**Prevailing Reimbursable Expenses (Exhibit A)**

**DLR Group Hourly Billing Rates (Exhibit B)**

- .4 Supplement To AIA A201 – 2007 General Conditions For Construction

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

**OWNER**

**ARCHITECT**

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

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

Brenda Sherman

Patrick W. Phelan

School Board President

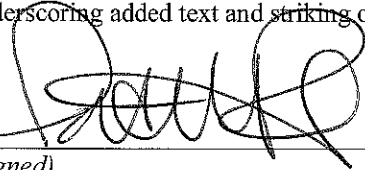
Principal

*(Printed name and title)*

*(Printed name and title)*

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Patrick W. Phelan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:22:11 on 10/21/2013 under Order No. 3091147563\_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 B103™ – 2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

PRINCIPAL

(Title)

1/16/14

(Dated)

**PREVAILING REIMBURSABLE EXPENSES**

Effective January 1, 2012

Exhibit A

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond .....	\$ .10
8-1/2" x 11" Color .....	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) .....	\$ .10
11" x 17" B&W Bond.....	\$ .20
11" x 17" Color.....	\$ 2.00
Scanning 11 x 17 (1.30 SF) .....	\$ .20
15" x 21" Bond.....	\$ .35
18" x 24" Bond.....	\$ .45
24" x 36" Bond.....	\$ .90
30" x 42" Bond.....	\$ 1.35
36" x 48" Bond.....	\$ 1.85
Bond Plot for Printing (rate per S.F.).....	\$ .154/SF
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF).....	\$ .55/SF
Large Format Vellum.....	\$ 1.05/SF
Large Format Mylar.....	\$ 2.15/SF
HP Plotter B&W Bond Plots .....	\$ 1.00/SF
HP Plotter B&W Vellum Plots.....	\$ 2.00/SF
HP Plotter B&W Mylar Plots.....	\$ 2.50/SF
HP Plotter Color Line Plots .....	\$ 3.25/SF
HP Plotter Color 24-lb. Bond Paper Plots .....	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots .....	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots.....	\$10.00/SF

\* Rates include all binding, stapling, collating, maintenance, etc.  
Shipping and handling not included.

Mileage (rate per mile) .....	Prevailing Government Rate
Air Fare.....	As billed to DLR Group
Auto Rental.....	As billed to DLR Group
Other Transportation .....	As billed to DLR Group
Parking and Tolls .....	As billed to DLR Group
Meals .....	As billed to DLR Group
Lodging .....	As billed to DLR Group
Postage .....	As billed to DLR Group
Delivery Charges .....	As billed to DLR Group
Telephone (Long Distance).....	As billed to DLR Group
Materials and Supplies .....	As billed to DLR Group
Models and Renderings (Presentation) .....	As billed to DLR Group
Photographic/Film .....	As billed to DLR Group
Photographic/Typeset .....	As billed to DLR Group
Codes/Ordinances .....	As billed to DLR Group
Legal.....	As billed to DLR Group
Consultants .....	Cost plus 15%

Project Reimbursable Expenses will be invoiced at cost plus 15%, except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

**DLR Group inc.**

Initialed by:

Owner \_\_\_\_\_ dated: \_\_\_\_\_

Architect \_\_\_\_\_ dated: \_\_\_\_\_



## **DLR Group STANDARD HOURLY FEE SCHEDULE**

### **BASIC HOURLY CHARGE RATES**

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<b>Senior Expert</b>	<b>\$350</b>
<b>Discipline Leader</b>	<b>\$225</b>
<b>Senior Professional</b>	<b>\$165</b>
<b>Professional</b>	<b>\$140</b>
<b>Professional Support</b>	<b>\$110</b>
<b>Technical</b>	<b>\$ 85</b>
<b>Clerical</b>	<b>\$ 55</b>

Rates will be reviewed and adjusted at the start of each calendar year to reflect any increases in the cost of labor and operations.

# SUPPLEMENT TO AIA A201 – 2007 GENERAL CONDITIONS FOR CONSTRUCTION

## SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

THIS SUPPLEMENT is attached to and made part of the AIA Document A201 – 2007 General Conditions of the Contract for. The provisions of this Supplement supersede and, where applicable, supplant the corresponding numbered provision of the General Conditions of the Contract to which it is appended. All terms in this Supplement have the same definition as provided in the General Conditions of the Contract to which it is appended.

### *General Conditions*

The *General Conditions of the Contract for Construction*, AIA Document A201 - 2007 Edition is a part of this Contract and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents as the “General Conditions.”

### *Supplements*

The following supplements modify, change, delete from, and add to, the General Conditions. Where any portion of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these Supplementary conditions, the unaltered provisions of the General Conditions shall remain in effect.

#### **1.2.1 ADD THE FOLLOWING AT THE END OF SUBPARAGRAPH 1.2.1:**

In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect’s interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

#### **2.5 ADD THE FOLLOWING NEW PARAGRAPH 2.5:**

#### **2.5 Extent of Owner Rights.**

**2.5.1** The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

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

**3.1.2** DELETE AND SUBSTITUTE WITH THE FOLLOWING:

The Contractor shall perform the Work in a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

**3.5** REPLACE THE WORD "MAY" WITH THE WORD "SHALL" IN THE THIRD SENTENCE (FIFTH LINE) OF SUBPARAGRAPH 3.5.

**3.5.1** ADD THE FOLLOWING NEW SUBPARAGRAPH 3.5.1:

**3.5.1** The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

**3.7.4** ADD THE FOLLOWING AT THE END OF SUBPARAGRAPH 3.7.4:

No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

**3.10.4** ADD THE FOLLOWING AFTER 3.10.3:

**3.10.4** The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the

premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.4 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the work was properly scheduled by the Contactor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

**7.1.3 ADD THE FOLLOWING AT THE END OF SUBPARAGRAPH 7.1.3:**

Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**9.3.1 INSERT THE FOLLOWING AFTER THE WORD "PAYMENT" IN THE FIRST LINE OF SUBPARAGRAPH 9.3.1:**

,unless otherwise required by the Agreement,

**9.7 ADD THE FOLLOWING NEW SUBPARAGRAPH 9.7.1:**

**9.7.1** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

**9.8.1 ADD THE FOLLOWING AT THE END OF SUBPARAGRAPH 9.8.1:**

; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits,

approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

**9.10.1 ADD THE FOLLOWING AT THE END OF SUBPARAGRAPH 9.10.1:**

All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**10.2.4 ADD THE FOLLOWING AT THE END OF SUBPARAGRAPH 10.2.4:**

When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

**10.2.8 DELETE AND SUBSTITUTE WITH THE FOLLOWING:**

Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

**10.2.9 ADD THE FOLLOWING:**

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

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

**10.2.10 ADD THE FOLLOWING NEW SUBPARAGRAPH 10.2.10:**

**10.2.10** The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

**11.3.7 BEGIN SUBPARAGRAPH 11.3.7 WITH THE FOLLOWING WORDS:**

If permitted by the Owner's and Contractor's insurance companies, without penalties,

**12.2.2.3 REPLACE 12.2.2.3 WITH THE FOLLOWING:**

Upon completion of any Work under or pursuant to this Paragraph 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

**13.1.1 REPLACE 13.1.1 WITH THE FOLLOWING:**

The Contract shall be governed by the laws of the State of Nebraska, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

**14.4.3 REPLACE SUBPARAGRAPH 14.4.3 WITH THE FOLLOWING:**

**§14.4.3** Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**15.1.2 ADD THE FOLLOWING AT THE END OF THE FIRST SENTENCE IN SECTION 15.1.2:**

; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim.

**15.1.2 ADD THE FOLLOWING AT THE END OF SECTION 15.1.2:**

Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

**15.1.6 DELETE**

**15.2.1 AMEND § 15.2.1 AS FOLLOWS:**

Change “initial decision” at the end of the first sentence to “decision.” Change “an initial decision” in the third sentence to “A decision by the Initial Decision Maker.”

**15.2.9 ADD THE FOLLOWING NEW SUBPARAGRAPH § 15.2.9:**

**§ 15.2.9** The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation or any other form of dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

**15.3.4 ADD THE FOLLOWING NEW SUBPARAGRAPH 15.3.4:**

**§ 15.3.4** Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

**15.4 AMEND § 15.4 AS FOLLOWS:**

Add "NO" before "ARBITRATION" in title.

**15.4.1 DELETE AND REPLACE WITH THE FOLLOWING:**

**§ 15.4.1** The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

**15.4.1.1 through 15.4.4.3 DELETE.**

IN WITNESS WHEREOF, the Owner and Contractor have caused this Supplement to be executed on the date(s) set forth below.

**OWNER:**

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR:**

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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Business OperationsFund Balance Reporting

Fund balance classification shall be recorded in accordance with governmental accounting standards as promulgated by the Governmental Accounting Standards Board (GASB), including GASB #54.

The order of spending and availability of the fund balance shall be to reduce funds from the listed areas in the following order: restricted, committed, assigned, and unassigned. Negative amounts shall not be reported for restricted, committed, or assigned funds.

Fund Balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet. Governmental fund assets are those of the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

The fund balance of the general fund finances most functions in the District. The fund balance of the general fund shall mean the gross difference between general fund assets and liabilities reflected on the balance sheet.

The five classifications of governmental fund balances are as follows:

1. Non-spendable fund balance means the portion of the gross fund balance that is not expendable (such as inventories) or is legally earmarked for a specific use (such as the self-funded reserves program).

Examples of non-spendable fund balance reserves for which fund balance shall not be available for financing general operating expenditures include: inventories, prepaid items, deferred expenditures, long-term receivables, and outstanding encumbrances.

2. Restricted fund balance includes amounts constrained to a specific purpose by the provider, such as a grantor. Examples of restricted fund balances include: child nutrition programs, technology programs, construction programs, and resources from other granting agencies.
3. Committed fund balance means that portion of the fund balance that is constrained to a specific purpose by the Board. Examples include: potential litigation, claims, and judgments and activity funds.
4. Assigned fund balance means that portion of the fund balance that is spendable or available for appropriation but has been tentatively earmarked for some specific purpose by the Superintendent or designee. Such plans or intent may change and

may never be budgeted, or may result in expenditures in future periods of time. Examples include: insurance deductibles program start-up costs; and other legal uses.

5. Unassigned fund balance includes amounts available for any legal purpose. This portion of the total fund balance in the general fund is available to finance operating expenditures.

The unassigned fund balance shall be the difference between the total fund balance and the total of the non-spendable fund balance, restricted fund balance, committed fund balance, and assigned fund balance.

Date of Adoption: [Insert Date]

**Notice of Eligibility and Rights & Responsibilities  
Family and Medical Leave Act**

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. This form is to be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave.

**Part A - NOTICE OF ELIGIBILITY**

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

\_\_\_\_\_ The birth of a child, or placement of a child with you for adoption or foster care;

\_\_\_\_\_ Your own serious health condition;

\_\_\_\_\_ Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent due to his/her serious health condition.

\_\_\_\_\_ Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on covered active duty or call to covered active duty with the Armed Forces.

\_\_\_\_\_ Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent next of kin of a covered service member with a serious injury or illness.

This Notice is to inform you that you:

\_\_\_\_\_ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities).

\_\_\_\_\_ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):

\_\_\_\_\_ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.

\_\_\_\_\_ You have not met the FMLA's hours of service requirement.

\_\_\_\_\_ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the FMLA poster located in \_\_\_\_\_.

**Part B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances). If sufficient information is not provided in a timely manner, your leave may be denied.

\_\_\_\_\_ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request  **is** /  **is not** enclosed.

\_\_\_\_\_ Sufficient documentation to establish the required relationship between you and your family member.

\_\_\_\_\_ Other information needed (such as documentation for military family leave):  
\_\_\_\_\_

\_\_\_\_\_ No additional information requested.

If your leave **does qualify** as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

\_\_\_\_\_ Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

\_\_\_\_\_ You will be required to use your available  **sick**,  **vacation**, and/or **other leave** during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

\_\_\_\_\_ Due to your status within the company, you are considered a “key employee” as defined in the FMLA. As a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We  **have** /  **have not** determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

\_\_\_\_\_ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_.  
(Indicate interval of periodic reports, as appropriate for the particular leave situation).

**If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

**If your leave does qualify** as FMLA leave you will have the following **rights** while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a “rolling” 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; (2) the continuation, recurrence, or onset of a covered servicemember’s serious injury or illness which would entitle you to FMLA leave; or (3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_ **sick**, \_\_\_\_ **vacation**, and/or \_\_\_\_ **other leave** run concurrently with your unpaid leave entitlement, provided you meet applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

\_\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

\_\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within five business days, whether your leave will be designated as FMLA leave and count towards your

FMLA leave entitlement. If you have any questions, please do not hesitate to contact: \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_.

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before October 15 of the current school year (for school year 2012-13 and each school year thereafter; age of five years on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins). The School Board ~~may~~ shall admit a child who will reach the age of five between October 16 and February 1 of the current school year (for school year 2012-13 and each school year thereafter; age of five years on or after August 1 and on or before October 15 of such school year) if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early admission based on assessment procedures is not permitted in the absence of an assessment procedure approved by the School Board. The School Board shall approve and make available a recognized assessment procedure for determining if a child is capable of carrying the work of kindergarten on or before January 1, 2012 and thereafter update the approved procedures as the School Board deems appropriate.

A child shall be eligible to enter first grade at the beginning of the school year if the child has not attended kindergarten but is six years of age or will be six years of age on or before October 15 of the current school year, and school officials determine that such grade level is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

#### Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Neb. Rev. Stat. § 79-214  
Neb. Rev. Stat. §§ 79-217 to 79-223  
Neb. Rev. Stat. § 79-266.01  
173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption: October, 10, 2011

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):**

## Option 1 (Waiver unless at capacity):

The application deadline will be waived by the School Board for applications to option into the [Name] Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

## Option 2 (No Deadline Waiver):

The application deadline will **not** be waived by the School Board for applications to option into the [Name] Public School District.

## Option 3 (Limited Deadline Waiver):

The application deadline will **not** be waived by the School Board for applications to option into the [Name] Public School District, except in the following circumstances:

1. **Siblings:** The application deadline will be waived where the application is for a student who is the sibling of a student attending [Name] Public Schools as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending [Name] Public Schools and who has the same natural or adoptive parent or who is a stepbrother or stepsister.

2. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
3. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district.
4. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.
5. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.
6. Capacity for Late Filed Applications: Where an application is filed for enrollment in the same school year in which enrollment is sought, the "projected enrollment" determinations made pursuant to paragraph D shall be replaced with the "actual enrollment" as of the first day of school for the year of application, as determined by the Superintendent or the Superintendent's designee, but only in the event such actual enrollment is higher than the projected enrollment. Actual enrollment shall include all students in attendance and all students registered to attend (even if not in actual attendance on the first day).

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.

3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the “one-time” rule is applicable to the student’s circumstance.

4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent’s designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at [Name] Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at [Name] Public Schools, with priority to those within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building or in any special education programs operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and availability of appropriate special education programs, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination

and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

Option 1 (No Release):

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will not be granted.

Option 2 (Release unless Expulsion is Pending):

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

Option 3 (Release Conditions):

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A “sibling” for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent’s designee.
4. No Pending Expulsion: The deadline shall not be waived if the administration is

considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the [Name] Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student **and** the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the [Name] Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The

building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the [Name] Public Schools and its school, programs, policies and procedures available to

all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246

Date of Adoption: [Insert Date]

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The Principals and teachers are required to maintain an accurate record of student attendance.

A. **Attendance and Absences.**

1. **Absences from School - Definitions.** An absence from school will be reported as:  
(a) an excused absence or (b) an unexcused absence.
  - a. **Excused Absence.** Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.

An absence for any of the following reasons may be excused, provided the required procedures have been followed:

- (1) Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
- (2) Illness which causes a student to be absent from school,
- (3) Doctor or dental appointment which require student to be absent from school,
- (4) Court appearances that are required by a court order,
- (5) School sponsored activities which require students to be absent from school,
- (6) Family trips in which student accompanies parent(s)/legal guardian(s), and
- (7) Other absences which have received prior approval from the Principal.

The Principal shall have the discretion to deny approval for any of the foregoing reasons, depending on circumstances such as the student's number of other absences, the student's academic status, the tests or other

projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

- b. Unexcused Absence. An absence which is not excused is unexcused. A student who engages in unexcused absences may be considered truant as per state law Neb. Rev. Stat. ' 79-201. Truancy is a violation of school rules. Students are subject to disciplinary consequences for trancies.
2. Absence Procedure. A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

Two school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work.

3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached the age of 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation

and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in [Name] Public Schools and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under "Excessive Absenteeism" and "Reporting Excessive Absenteeism."
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students and on a per class basis for

secondary students. When a student has excessive absences, the following procedures shall be implemented:

- a. One or more meetings shall be held between a school attendance officer, school social worker, or the school principal or a member of the school administrative staff designated by the school administration, if the school does not have a school social worker, the child's parent or guardian and the child, if necessary, to report and to attempt to solve the excessive absenteeism problem. If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.
- b. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child, would help solve the problem of excessive absenteeism.
- c. Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the problem of excessive absenteeism, supplemented by specific efforts by the school to help remedy any condition diagnosed.
- d. Investigation of the problem of excessive absenteeism by the school social worker, or if such school does not have a school social worker, the school principal or a member of the school administrative staff designated by the school administration, to identify conditions which may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the problem of excessive absenteeism.

6. Reporting Excessive Absenteeism to the County Attorney. If the child is absent more than twenty days per year or the hourly equivalent, the attendance officer shall file a report with the County Attorney of the county in which the person violating the compulsory attendance laws (i.e., the child, the child's parent, or the person who has legal or active charge or control of the child) resides. When reporting excessive absenteeism, the attendance officer shall inform the county attorney whether the excessive absences are due to documented illnesses that make attendance impossible or impractical. This may be done by informing the County Attorney of either the number of absences due to such illnesses or that the attendance officer is of the opinion that prosecution is not warranted.
  
7. Reporting to the Commissioner. The Superintendent or designee shall report on a monthly basis to the Commissioner of Education as directed by the Commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials (other than law enforcement officials employed by or contracted with by the District as school resource officers) by the District relative to a student enrolled in the District.

Legal Reference: Neb. Rev. Stat. " 79-201 and 79-209; Neb. Rev. Stat. ' 79-527

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the Language Arts (reading and writing) standards that were adopted by the State Board on December 11, 2008 and revised by the State Board on April 2, 2009, the Mathematics standards that were approved by the State Board on October 8, 2009, the Science standards that were adopted by the State Board on October 6, 2010 and the Social Studies standards that were adopted by the State Board on December 7, 2012.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Date of Adoption: [Insert Date]

InstructionInitiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activities include but are not limited to whipping, beating, branding, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference: Neb. Rev. Stat. §§ 79-2,101 to 79-2,103  
Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to  
79-296  
Reference Neb. Rev. Stat. §§ 28-311.06 to 28-311.07 (post-  
secondary)

Date of Adoption: [Insert Date]

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## MEMORANDUM

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39617-1

TO: Superintendent Brett Richards  
FROM: Steve Williams  
DATE: November 13, 2012  
RE: Construction Manager at Risk

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School districts using the construction manager at risk ("CM@R") method must comply with the procedural requirements of the Nebraska Political Subdivisions Construction Alternatives Act (the "Act") (NEB. REV. STAT. § 13-2901 through § 13-2914). These procedures including the following:

1. The board must adopt a resolution selecting the construction manager at risk delivery method with at least a two-thirds vote. **See attached Resolution and Agenda Item.**
2. The board must adopt policies which contain specific procedures the district must follow when using the CM@R method of construction. **See attached CM@R Contract Policy.**
3. The district must prepare and publish a notice of the RFP for the CM@R contract at least 30 days before the deadline for receiving and opening proposals. The district must file the notice of the RFP with the Nebraska Department of Education at least 30 days before the deadline for receiving and opening proposals. **See attached "short-form" (for publication) and "long-form" (provided to all who inquire) RFP.**
4. The district must refer proposals for recommendation to a selection committee. The composition of the committee is controlled by and subject to specific statutory requirements. **See attached Resolution.**

5. The selection committee must evaluate the proposals taking into consideration specified criteria and subject to a maximum percentage of total points for evaluation which may be assigned to each criterion.
6. The district finally selects a construction manager and negotiates a contract. The district is required to rank the construction managers in order of preference according to the RFP and taking into consideration the selection committee's recommendation. If the district cannot negotiate a satisfactory CM@R contract with the highest ranked CM, the district may negotiate with the second highest ranked CM. If the district cannot negotiate a satisfactory CM@R contract with the second highest ranked CM, the district may negotiate with the third highest ranked CM, if any. If the district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the district may revise the RFP and solicit new proposals or cancel the CM@R process. The district must file a copy of all CM@R contract documents with the Nebraska Department of Education if an agreement is reached. **I will assist you with the contract negotiations and modifications.**

Please let me know if you or any board members have any questions about the procedures.

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## **CONSTRUCTION MANAGEMENT AT RISK CONTRACTS**

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

### 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 Springfield Platteview Community 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

Policy 7300– Construction Management At-Risk Contracts

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.

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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

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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. ' 84712.01.

- 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 shall 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

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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.
    - (3) Appeals Board shall mean an independent panel of three disinterested individuals appointed by the Superintendent, which individuals shall have a thorough knowledge of the purchasing process and practices and laws applicable thereto.
  - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on

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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 bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. 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 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.

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 appeal to the Appeals 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

Policy 7300– Construction Management At-Risk Contracts

issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Appeals 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 Appeals Board, but the decision shall be final unless the interested party protester files a timely appeal with the Appeals Board.

- D. Appeals Board 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 a hearing before the Appeals Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. Upon receipt of an appeal from an interested party protester, the Superintendent shall convene the Appeals Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Appeals Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the school district. Within ten working days of hearing such appeal, the Appeals Board shall submit its findings and recommendations to the school district board of education. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the school district board of education without Appeals Board action. No determination by the Appeals Board concerning an issue of law or fact shall be final or binding on the school district.
- E. Finality of Decision. The school district board of education shall consider the recommendations of the Superintendent and the Appeals Board and shall make the final decision on the protest. The school district board of education=s decision

Policy 7300– Construction Management At-Risk Contracts  
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.

063-2

adopted by Board of Education: \_\_\_\_\_

**ELECTION OF OFFICERS AND APPOINTMENTS FOR 2013**

1. Nominations for President (2013 President - Brenda Sherman)  
I nominate \_\_\_\_\_ for 2014 Board President.  
Elected by ballot Brenda Sherman
  
2. Nominations for Vice President (2013 Vice-President – Kyle Fisher)  
I nominate \_\_\_\_\_ for 2014 Board Vice-President.  
Elected by ballot Brian Wichman
  
3. Nominations for Secretary (2013 Secretary – Jenny Kreifels)  
I nominate \_\_\_\_\_ for 2014 Board Secretary.  
Elected by ballot Jenny Kreifels
  
4. School District Treasurer: Brett Richards (2013 Treasurer – Brett Richards)  
Recommendation: Move to appoint Brett Richards as School District Treasurer for 2014.
  
5. Appoint members to Standing Committees:  
(2013 Committees) (2014 Committees)  

<u>FINANCE</u> Bob Icenogle (chair) Brenda Sherman	<u>FINANCE</u> Brenda Sherman (chair) Kyle
Fisher Bartels	Kyle Fisher Lori
<u>AMERICANISM (CURRICULUM)</u> Lori Bartels (chair) Jenny Kreifels Brian Wichman	<u>AMERICANISM</u> Lori Bartels (chair) Jenny Kreifels Brian Wichman
<u>LCCC</u> Jenny Kreifels (chair) Brian Wichman Kyle Fisher	<u>LCCC</u> Bob Icenogle (chair) Lori Bartels Kyle Fisher
<u>SITE</u> Brian Wichman (chair) Lori Bartels Bob Icenogle	<u>SITE</u> Brian Wichman (chair) Kyle Fisher Bob Icenogle
<u>POLICY REVIEW</u> Brenda Sherman (chair) Jenny Kreifels Brian Wichman	<u>POLICY REVIEW</u> Jenny Kreifels (chair) Brian Wichman Brenda Sherman
<u>BOND</u>	<u>BOND</u> Brian Wichman (chair) Lori Bartels Jenny Kreifels
  
6. Appointment of Board of Education Negotiating Team:  

<u>2013 Members</u> Kyle Fisher (chair) Lori Bartels Brenda Sherman	<u>2014 Members</u> Kyle Fisher (chair) Lori Bartels Brenda Sherman
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7. Appointment of School Board Members to the Springfield Platteview Educational Foundation Board of Directors:
 

<u>2013 Members</u>	<u>2014 Members</u>
Kyle Fisher	Kyle Fisher
Bob Icenogle	Bob Icenogle
  
8. Appointment of AD HOC Committee for Awards & Social Functions:
 

<u>2013 Members</u>	<u>2013 Members</u>
Brenda Sherman	Brenda Sherman
Kyle Fisher	Brian Wichman
Jenny Kreifels	Jenny Kreifels
Lori Bartels	Lori Bartels
Brian Wichman	Kyle Fisher
Bob Icenogle	Bob Icenogle
  
9. Appointment of M.A.B.E. Representative: Kyle Fisher
  
10. Appointment of NASB Government Relations Network Representative: Kyle Fisher
  
11. Designate Legal Publication: The Papillion Times  
 Recommendation: Motion to designate The Papillion Times as legal publication for Springfield Platteview Community Schools.
  
12. Designate Financial Institution: Springfield State Bank  
 Recommendation: Motion to designate the Springfield State Bank as the official depository.
  
13. Conflict of Interest Policies



# LOUISVILLE LIONS

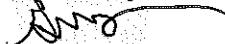
January 14, 2014

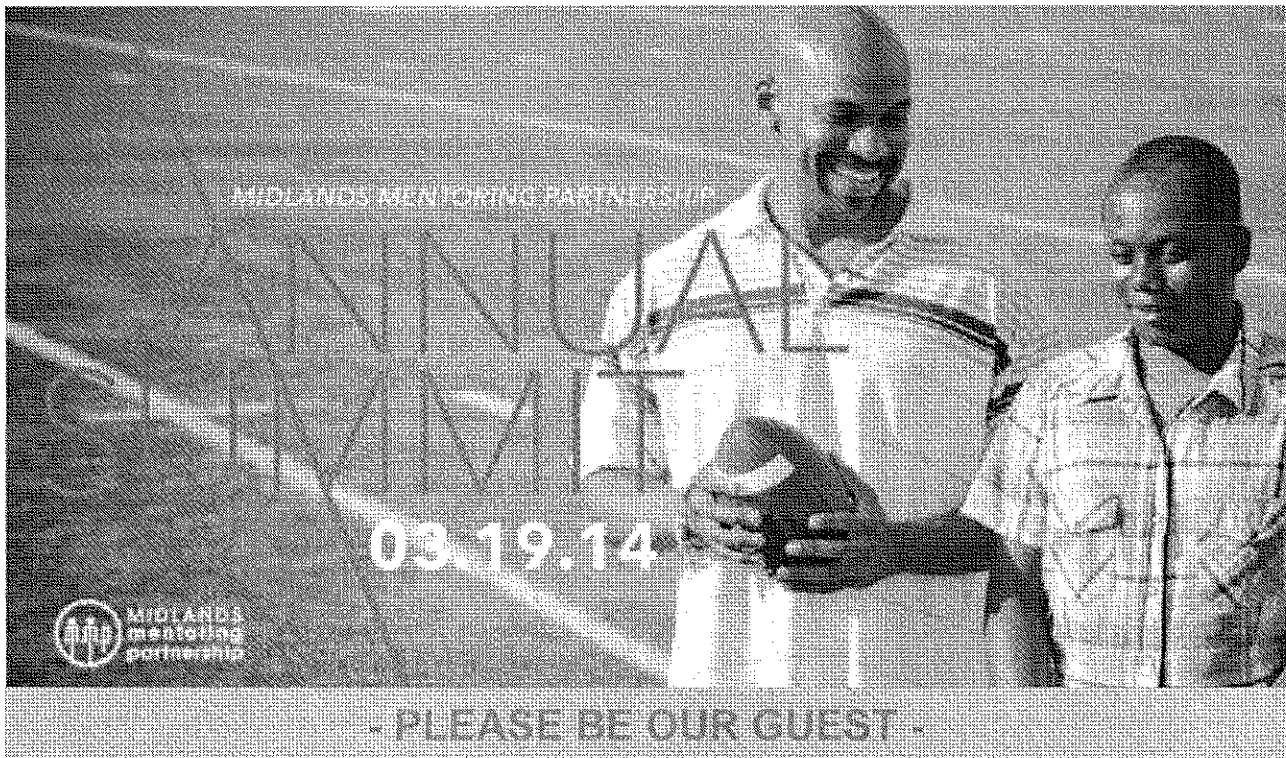
Brett Richards, Superintendent  
Platteview High School  
14801 South 108<sup>th</sup>  
Springfield, NE 68059

Mr. Richards,

At our last Board Meeting I was instructed to send out a letter to neighboring schools to see if there was any changes in interest on their part of entering a baseball cooperative program with the Louisville Public Schools. If you could let me know if your district has made any changes, that would be great. Thanks for your time.

Sincerely,

  
Greg Shepard



MARCH 19, 2014

11:30 AM – 1:00 PM

CENTURYLINK CENTER - OMAHA, NE

KEYNOTE SPEAKER

Paul Tough

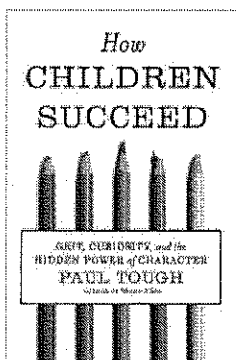
Author of *How Children Succeed: Grit, Curiosity, & the Hidden Power of Character*

KEYNOTE SPEAKER PRESENTING SPONSORS

Buffett Early Childhood Institute

Metropolitan Omaha Education Consortium

Midlands Mentoring Partnership



PAUL TOUGH is a highly-acclaimed motivational speaker and best-selling author. Tough's most recent book, *How Children Succeed: Grit, Curiosity, and the Hidden Power of Character*, spent 12 weeks on the *New York Times* Bestsellers list. He is a contributing writer to the *New York Times Magazine*, where he has written extensively about education, parenting, poverty, and politics, including cover stories on character, education, and the achievement gap.



We hope you will join us. If you are interested in attending the full day conference, please note that in your RSVP. You may RSVP to Susan Bless at [sbless@unomaha.edu](mailto:sbless@unomaha.edu) by February 7, 2014.



14801 South 108<sup>th</sup> St.  
Springfield, NE 68059  
Phone: 402-592-1300  
Fax: 402-597-8551

Paul Tough Event  
March 19, 2014  
Guest List for  
Springfield Platteview Community Schools

Brenda Sherman, SPCS Board President  
695 Elm Street  
Springfield NE 68059  
402.216.3160  
[bsherman@springfieldplatteview.org](mailto:bsherman@springfieldplatteview.org)

Kyle Fisher  
695 Elm Street  
Springfield NE 68059  
402.637.8007  
[kfisher@springfieldplatteview.org](mailto:kfisher@springfieldplatteview.org)

Gene Lienemann  
Springfield Platteview Community Schools Foundation  
12704 South 68 Avenue  
Papillion NE 68133  
402.339.1223

Senator Bill Kintner  
District Legislature Representative  
District 02  
Room #1115  
P.O. Box 94604  
Lincoln, NE 68509  
(402) 471-2613  
[bkintner@leg.ne.gov](mailto:bkintner@leg.ne.gov)

Mayor Mike Dill  
P.O. Box 189  
170 North 3rd Street  
Springfield, Nebraska 68059  
402.677-2112



14801 South 108<sup>th</sup> St.  
Springfield, NE 68059  
Phone: 402-592-1300  
Fax: 402-597-8551

Holli Kirwan  
Springfield Platteview Community Schools  
14801 S 108th Street  
Springfield NE 68059  
402.592.1300  
[hkirwan@springfieldplatteview.org](mailto:hkirwan@springfieldplatteview.org)



14801 South 108<sup>th</sup> St.  
Springfield, NE 68059  
Phone: 402-592-1300  
Fax: 402-597-8551

## **Future Planning February 10, 2014**

1. 2/13-14/14- Parent-Teacher Conferences
2. 2/18/14- Incumbent filing deadline for Board of education elections
3. 2/24/14- Board Work Session 7 PM; Call for Bond Election if in May
4. 2/27-28/14- Education Forum- NASB- Kearney
5. 3/10/14- Regular Board Meeting: 6 PM Policy Committee; 6:30 PM Finance
6. 3/18/14- Judge and Jury Workshop NASB- Omaha
7. 3/19/14- Paul Tough Event: 11:30-1:00 PM
8. 3/20/14- Foundation Meeting 7:30 AM
9. 3/24/14- Board Work Session
10. 5/22/14- Recognition Banquet