

January 12, 2026 7:00 PM

Agenda

- I. Finance Committee Meeting
- II. Call to Order and Roll Call
- III. Notice of Open Meetings Act - Posted
- IV. Board Reorganization
 - IV.A. Nomination and Election of Board President for 2026
 - IV.B. Nomination and Election of Vice President for 2026
 - IV.C. Nomination and Election of Secretary for 2026
 - IV.D. Nomination and Election of Treasurer for 2026
 - IV.E. Appoint Standing Committees for 2026
 - IV.F. Appoint SPCS Education Foundation Board Members for 2026
 - IV.G. Discuss, consider, and take action to identify the Sarpy County Times, the Omaha World Herald, the Daily Record and any other newspaper that has general circulation within the district as the legal publications for Springfield Platteview Community Schools and to amend Policy 2008 - Meetings to reflect the same.
 - IV.H. Discuss, consider, and take action to identify Horizon Bank (Formerly known as Springfield State Bank) as the official depository and district financial institution in 2026.
 - IV.I. Appoint M.A.B.E. Representative for 2026
 - IV.J. Appoint NASB Government Relations Network (GRN) 2026
 - IV.K. Review Conflict of Interest Policies
- 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
- VI. Items From Patrons
- VII. Old Business
 - VII.A. Discuss, consider, and take action to renew the Interlocal Agreement with Papillion- La Vista Community Schools regarding the Adjustment of School District Boundaries
 - VII.B. Discuss, consider and take all necessary action with regard to approving the architect agreement for the potential Platteview high school additions, renovations and expansions project and a new PK-6 elementary school.
- VIII. New Business
 - VIII.A. Approval of the contract for Jack Fritch for the 2026-2027 School Year.
 - VIII.B. Resignation of Jordan Daum
 - VIII.C. Resignation of Kelli Haynes
- IX. Reports

- IX.A. 2024-2025 District Annual Report
- IX.B. Legislative Calendar and Bills Report
- IX.C. Bond Information Report
- IX.D. Attendance Report, Student and Staff Successes
- X. Advance Planning
- XI. Adjourn



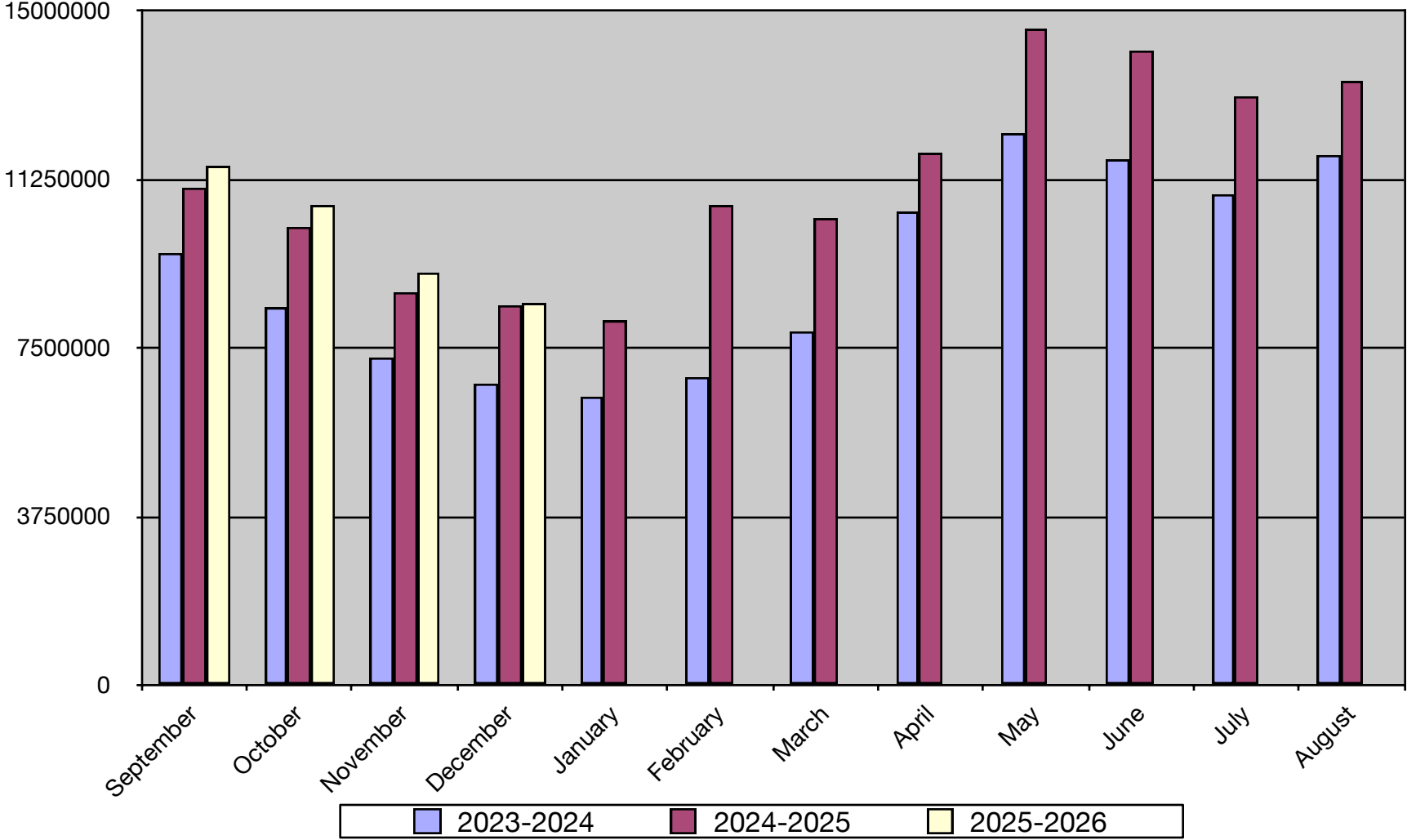
Finance Report January 2026

- Our balance for the General Fund is \$8,502,562. Last year's balance at this time was \$8,451,027.
- The Building Fund is at \$6,711,589. We have some preliminary costs for the bond preparation and planning, some architecture costs, and the final bills for the tennis courts coming out this month.
- We are working on the first Land Transfer with PLCS under the new agreement and expect to receive the prepayment anytime now.
- The next iterations of designs and drawings continue for the planning of the projects if the Bond was to be approved.
- The School Lunch Fund, Bond, Depreciation, Employee Benefit, and QCPUF are all in normal ranges for this time of year as you review the cash comparisons report.

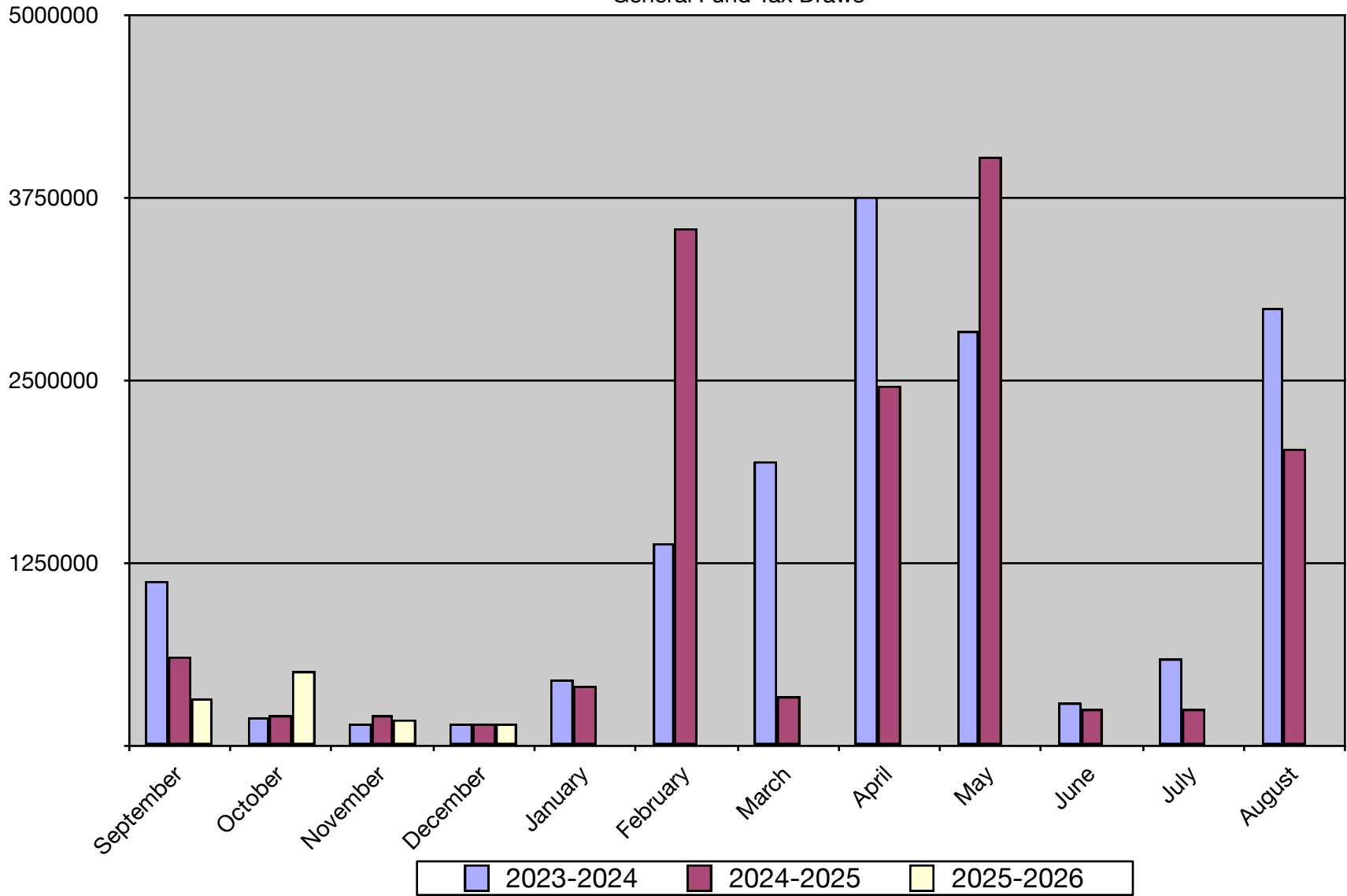
CASH COMPARISONS 24-25 Fiscal Year

			2023-2024	2024-2025	2025-2026
September	General Fund		\$ 9,609,982.78	\$11,041,660.03	\$11,546,702.97
	Emp. Benefit Fund		\$ 228,760.22	\$ 279,341.82	\$ 377,890.82
	Building Fund		\$ 1,030,099.90	\$ 5,229,495.47	\$ 8,472,582.99
	School Lunch		\$ 686,905.69	\$ 568,903.71	\$ 465,114.06
	Bond Fund		\$ 2,367,327.82	\$ 4,337,793.88	\$ 6,255,517.61
	Bond Fund #2		\$ 25,091.46	\$ 24,251.92	\$ 17,446.63
	Depreciation Fund		\$ 653,509.45	\$ 580,424.81	\$ 756,879.43
	QCPUF		\$ 398,912.55	\$ 428,472.47	\$ 812,441.97
	Total		\$15,000,589.87	\$22,490,344.11	\$28,704,576.48
October	General Fund		\$ 8,377,055.35	\$10,182,321.35	\$10,659,142.65
	Emp. Benefit Fund		\$ 228,808.79	\$ 279,389.27	\$ 377,955.01
	Building Fund		\$ 494,503.74	\$ 2,762,230.59	\$ 6,758,269.90
	School Lunch		\$ 676,907.07	\$ 593,331.26	\$ 496,321.91
	Bond Fund		\$ 2,379,828.34	\$ 4,366,815.90	\$ 6,408,315.36
	Bond Fund #2		\$ 24,196.67	\$ 24,256.05	\$ 17,339.14
	Depreciation Fund		\$ 353,379.75	\$ 580,523.40	\$ 757,007.91
	QCPUF		\$ 400,914.49	\$ 430,926.44	\$ 791,181.57
	Total		\$12,935,594.20	\$19,219,794.26	\$26,265,533.45
November	General Fund		\$ 7,283,733.01	\$ 8,738,700.27	\$ 9,187,917.15
	Emp. Benefit Fund		\$ 228,855.81	\$ 279,435.20	\$ 377,638.49
	Building Fund		\$ 2,148,167.39	\$ 2,781,844.84	\$ 6,759,311.96
	School Lunch		\$ 740,002.39	\$ 559,384.76	\$ 459,345.26
	Bond Fund		\$ 1,159,211.99	\$ 2,106,027.27	\$ 4,004,914.32
	Bond Fund #2		\$ 24,201.64	\$ 17,513.47	\$ 17,341.99
	Depreciation Fund		\$ 353,452.36	\$ 572,204.68	\$ 757,132.25
	QCPUF		\$ 63,199.69	\$ 95,435.35	\$ 455,822.71
	Total		\$12,000,824.28	\$15,150,545.84	\$22,019,424.13
December	General Fund		\$ 6,703,037.57	\$ 8,451,027.27	\$ 8,502,562.94
	Emp. Benefit Fund		\$ 228,904.40	\$ 279,482.67	\$ 377,511.85
	Building Fund		\$ 1,168,614.07	\$ 2,784,964.66	\$ 6,711,589.46
	School Lunch		\$ 664,495.03	\$ 514,337.49	\$ 383,218.09
	Bond Fund		\$ 626,438.78	\$ 2,114,906.08	\$ 4,009,119.98
	Bond Fund #2		\$ 24,206.78	\$ 17,420.55	\$ 17,344.94
	Depreciation Fund		\$ 473,536.45	\$ 572,301.87	\$ 692,060.71
	QCPUF		\$ 63,434.04	\$ 96,214.23	\$ 441,250.94
	Total		\$ 9,952,667.12	\$14,830,654.82	\$21,134,658.91

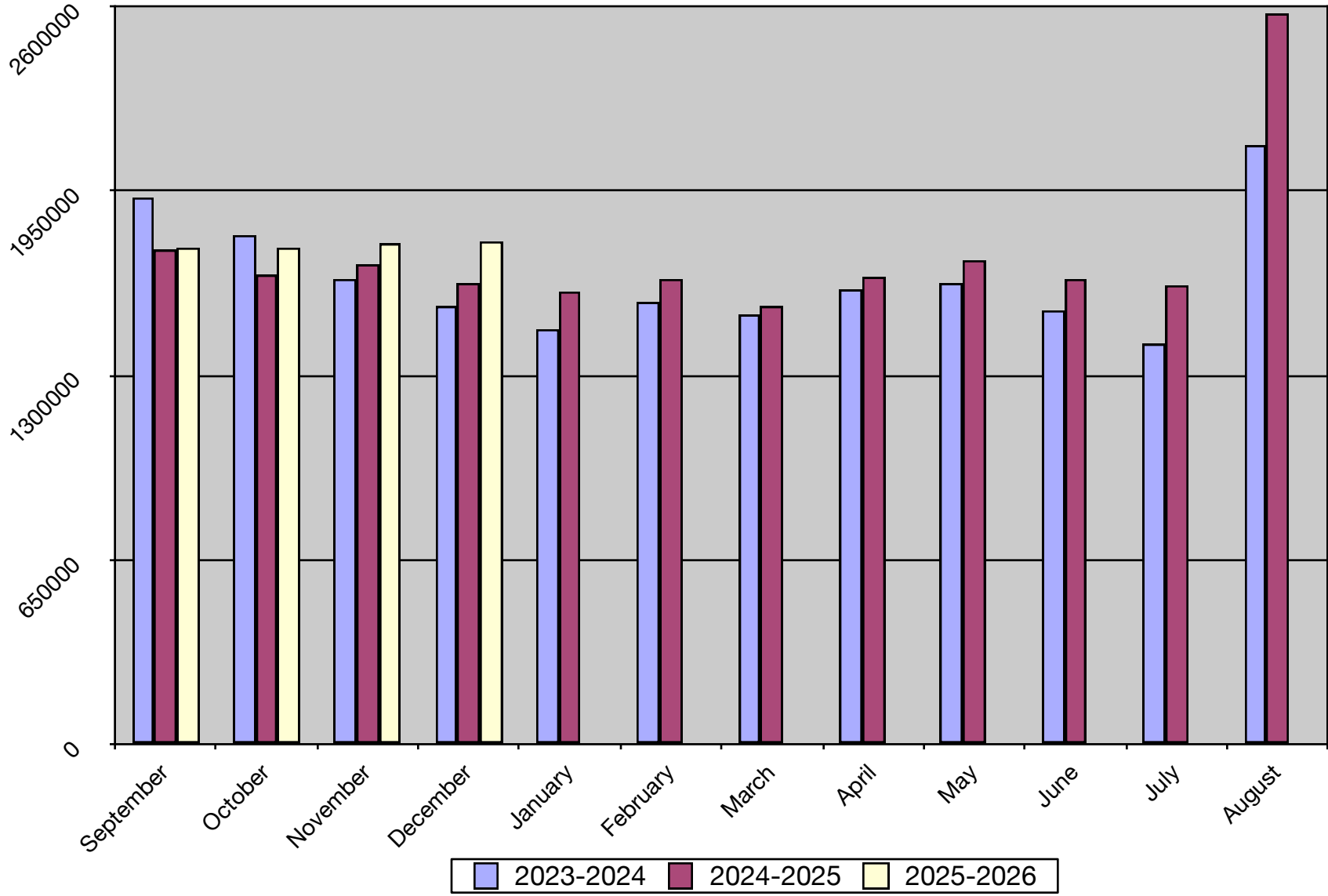
General Fund Balance



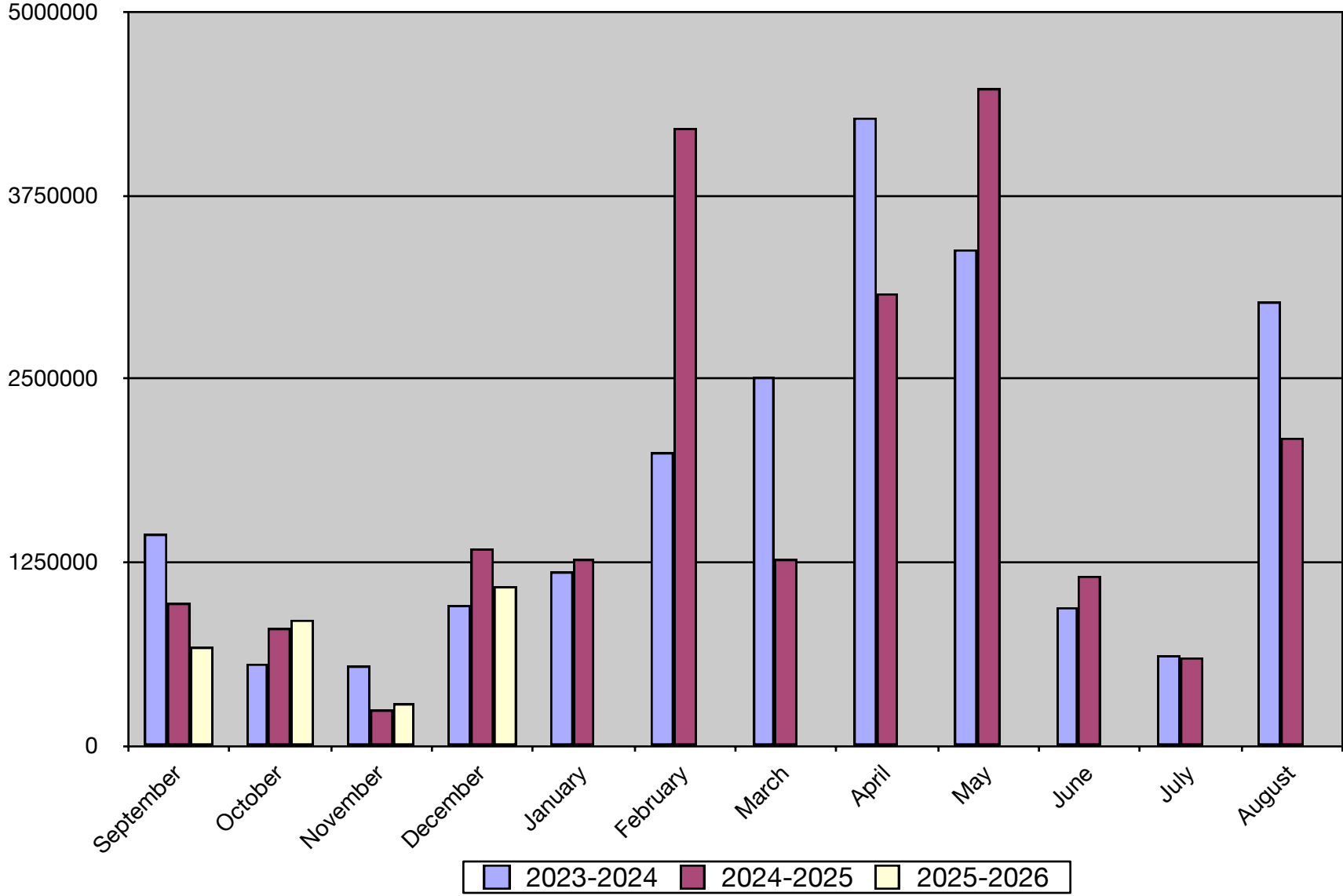
General Fund Tax Draws



General Fund Expenses



General Fund Receipts





Board Committees for 2025

<p><u>Policy</u></p> <p>Mike Patera - Chair Brett Kreifels Brenda Guenther</p>	<p><u>Evaluation</u></p> <p>Brenda Guenther - Chair Kyle Fisher Lee Smith</p>
<p><u>Site</u></p> <p>Lee Smith - Chair Brian Osborn Brett Kreifels</p>	<p><u>Negotiations</u></p> <p>Kyle Fisher- Chair Brian Osborn Brenda Guenther</p>
<p><u>Americanism/Curriculum</u></p> <p>Brett Kreifels -Chair Mike Patera Kyle Fisher</p>	<p><u>Finance</u></p> <p>Brian Osborn - Chair Lee Smith Mike Patera</p>

Foundation Reps - Brenda Guenther & Brett Kreifels

MABE Rep - Brenda Guenther

Govt Relations - Kyle Fisher

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers.

Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

Newspapers of general circulation in the district include the Sarpy County Times, Omaha World Herald or The Daily Record. Such notice shall contain a

statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting and the written request to the newspaper.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.

- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: 11-14-2022

Revised on: 7-15-2024

Revised on: 12-9-2024

Revised on: 7-14-2025

Reviewed on: _____

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

- a. Business with which a board member is associated shall include the following:
 - (1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.
- b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
- c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

- a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

3. Contracts with Board Member's Immediate Family.

a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:

(1) All district employees.

(2) All employees within a specific classification but which does not single out the member of his or her immediate family.

4. Employing Members of the Immediate Family.

a. A board member may recommend for employment or supervise the employment of an immediate family member if:

(1) The board member does not abuse his or her position.

(2) Abuse of official position shall include, but not be limited to, employing an immediate family member:

(i) who is not qualified for and able to perform the duties of the position;

(ii) for any unreasonably high salary;

(iii) who is not required to perform the duties of the position.

(3) The board makes a reasonable solicitation and consideration of applications for employment.

(4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president

of the board of education.

(5) The board approves the employment or supervisory position.

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b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.

c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.

d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

6. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

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election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

(1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.

(2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties

that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

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- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
 - (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be

available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: 11-14-2022

Revised on: _____

Reviewed on: _____

Board of Education Regular Meeting
Springfield Platteview Community Schools
Monday, December 8, 2025 7:00 PM

The Site Committee started at 6:00 p.m. Lee Smith, Brian Osborn and Brett Kreifels were present. The committee discussed current and upcoming projects in the district, including the upcoming bond project. The committee meeting adjourned at 6:34 p.m.

The Finance Committee started at 6:35 p.m. Brian Osborn, Lee Smith and Michael Patera were present. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:50p.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, December 8th, 2025, at the SPCS Administration Building. Present: Kyle Fisher, Brenda Guenther, Brett Kreifels, Brian Osborn, Michael Patera, Lee Smith. 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 Smith informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Fisher and a second by Kreifels. Vote: Yeas- Fisher, Guenther, Kreifels, Patera, Smith. Abstain (With Conflict) - Osborn. Nays- none.

There were no items from patrons.

Superintendent Dr. Saunders updated the Board on the land transfer negotiations with Papillion Lavista Community Schools.

Action to approve the contracted services with Jodi Kohl and K5 Event Planning and Services as presented passed with a motion by Guenther and a second by Patera. Vote: Yeas- Fisher, Guenther, Kreifels, Osborn, Patera, Smith. Nays- none.

Action to approve the Bond Resolution as presented passed with a motion by Osborn and a second by Kreifels. Vote: Yeas- Fisher, Guenther, Kreifels, Osborn, Patera, Smith. Nays- none.

Action that the Board of Education of this School District should and does hereby approve the architect agreement between the School District and Alley Poyner Macchietto Architecture, Incorporated for the proposed Platteview high school additions, renovations and expansions project and a new PK-6 elementary school, such agreement in the form on file with official School District records and as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School District and approved by the Board President or Superintendent of Schools, and further hereby delegates authority to and authorizes and directs the Board President, or designee, to sign, execute and deliver the architect agreement, to sign, execute and deliver any documents called for in the architect

agreement, any amendments thereto, to pay the architect fees and expenses, and to take all other action necessary to carry such architect agreement into effect Tabled with a motion by Fisher and a second by Guenther. Vote: Yeas- Fisher, Guenther, Kreifels, Osborn, Patera, Smith. Nays- none.

Dr. Saunders shared with the Board the 2024-2025 Annual Financial Audit completed by Dana F. Cole & Co. LLP.

Dr. Saunders along with directors Heidi Zierott, Jaci Lucas and Tim Seretta shared updates on the Strategic Planning Goals.

Board President Lee Smith gave a Site Committee update on current district projects, including the bond and scoreboard project.

Building Principals updated the Board on student and staff successes for the month.

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 7:45 p.m. for the purpose to conduct superintendent contract negotiations passed with a motion by Guenther and a second by Kreifels. Vote: Yeas- Fisher, Guenther, Kreifels, Osborn, Patera, Smith. Nays-none. The Board reconvened in open session at 8:02 p.m. passed with a motion by Osborn and a second by Guenther. Vote: Yeas- Fisher, Guenther, Kreifels, Osborn, Patera, Smith. Nays- none.

Action to adjourn the meeting at 8:02 p.m. passed with a motion by Osborn and a second by Kreifels. Vote: Yeas- Fisher, Guenther, Kreifels, Osborn, Patera, Smith. Nays-none.

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

Treasurer's Report

For the month ended December 31, 2025

<u>General Fund Now Account</u>			
Bank Balance: Beginning of Reporting Period			\$ 557,867.22
Deposits:			
Springfield State Bank - Interest	\$ 99.41		
Transfer from Depreciation Fund			
Transfers from Investment Account	\$ 1,769,705.27		
Transfers from Bond Fund	\$ -		
Transfer from QCPUF	\$ -		
Transfers from Lunch Fund Investment	\$ -		
Transfers from Building #2 (Bond #2)			
Transfers from Building Fund Investment	\$ -		\$ 1,769,804.68
			\$ 2,327,671.90
Disbursements			
Bank Balance: End of Reporting Period			\$ 553,744.08
Outstanding Checks: End of Reporting Period			\$ 206,302.62
NOW Account Balance: End of Reporting Period			\$ 347,441.46
<u>General Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 8,836,679.40
Deposits:			
Horizon Bank - Interest	\$ 1,444.21		
Sarpy County Treasurer - Local Taxes	\$ 6,622.61		
Sarpy- MVT	\$ 145,536.38		
SPED SA	\$ 286,704.00		
County Fines	\$ 2,539.07		
State Aid	\$ 637,414.00		
Preschool payments	\$ 4,200.00		
Ipad/Laptop Usage Fees/Building Rental	\$ 1,000.00		
Refunds/ Reimbursements/Ipad Damage Fines	\$ 2,384.00		
			\$ 1,087,844.27
			\$ 9,924,523.67
Disbursements			
Transfers to General Fund NOW	\$ 1,769,705.27		
Returned checks/ fees/ overpayment	\$ -		
	\$ -		\$ 1,769,705.27
Investment Account Balance: End of Reporting Period			\$ 8,154,818.40
<u>General Fund Administrative Revolving Account</u>			
Available Balance: Beginning of Reporting Period			\$ 303.08
Deposits:			
Transfers From General Fund Investment Acc't	\$ -		
			\$ -
			\$ 303.08

Disbursements		\$	-
Bank Balance: End of Reporting Period		\$	303.08
Outstanding Checks: End of Reporting Period			
Admin. Revolving Account Balance: End of Reporting Period		\$	303.08
General Fund Administrative Revolving Account		\$	303.08
General Fund NOW Account		\$	347,441.46
General Fund Investment Account		\$	8,154,818.40
TOTAL GENERAL FUND BALANCE		\$	8,502,562.94
<u>Employee Benefit Fund</u>			
Available Balance: Beginning of Reporting Period		\$	378,024.80
Deposits:			
Horizon Bank - Interest		\$	64.21
Transfers From General Fund Investment Acc't		\$	-
		\$	378,089.01
Disbursements		\$	-
Bank Balance: End of Reporting Period		\$	378,089.01
Outstanding Checks: End of Reporting Period		\$	577.16
Employee Benefit Account Balance: End of Reporting Period		\$	377,511.85
<u>Special Building Fund #1 Account</u>			
Available Balance: Beginning of Reporting Period		\$	6,759,311.96
Deposits:			
Horizon Bank - Interest	\$	1,142.63	
Sarpy County Treasurer - Local Taxes	\$	2,835.81	
		\$	3,978.44
		\$	6,763,290.40
Disbursements		\$	51,700.94
Available Balance: End of Reporting Period		\$	6,711,589.46
TOTAL SPECIAL BUILDING FUND BALANCE		\$	6,711,589.46
<u>School Lunch Investment Account</u>			
Available Balance: Beginning of Reporting Period		\$	460,336.93
Deposits:			
Horizon Bank - Interest	\$	73.17	
Hot Lunches	\$	30,738.15	
State/Federal Aid	\$	38,520.98	
Helping Hands Deposit Error(Transfer to GF)	\$	(500.00)	
Donations-Helping Hands	\$	70.00	
		\$	68,902.30
		\$	529,239.23
Disbursements		\$	145,519.82
Bank Balance: End of Reporting Period		\$	383,719.41

Outstanding Checks: End of Reporting Period		\$	501.32
Available Balance: End of Reporting Period		\$	383,218.09
TOTAL SCHOOL LUNCH FUND BALANCE		\$	383,218.09
<u>Bond Fund #1 Investment Account</u>			
Available Balance: Beginning of Reporting Period		\$	4,004,914.32
Deposits:			
Horizon Bank - Interest	\$	680.46	
Sarpy County Treasurer - Local Taxes	\$	3,525.20	
		\$	4,205.66
		\$	4,009,119.98
Disbursements		\$	-
Outstanding Checks: End of Reporting Period		\$	-
Available Balance: End of Reporting Period		\$	4,009,119.98
TOTAL BOND FUND BALANCE		\$	4,009,119.98
<u>Building Fund #2 Investment Account (Series 2020 Bond)</u>			
Available Balance: Beginning of Reporting Period		\$	17,341.99
Deposits:			
Horizon Bank - Interest	\$	2.95	
		\$	2.95
		\$	17,344.94
Disbursements		\$	-
Outstanding Checks: End of Reporting Period		\$	-
Available Balance: End of Reporting Period		\$	17,344.94
TOTAL BLDG. FUND #2 BALANCE (2020)		\$	17,344.94
<u>Depreciation Fund Account</u>			
Available Balance: Beginning of Reporting Period		\$	757,132.25
Deposits:			
Horizon Bank - Interest	\$	117.46	
		\$	117.46
		\$	757,249.71
Disbursements		\$	65,189.00
Available Balance: End of Reporting Period		\$	692,060.71
Outstanding Checks:		\$	-
TOTAL DEPRECIATION FUND BALANCE		\$	692,060.71
<u>QCPUF Fund Account</u>			
Available Balance: Beginning of Reporting Period		\$	455,822.71
Deposits:			
Sarpy County-Real Estate Taxes	\$	411.99	
Horizon Bank - Interest	\$	75.77	\$
		\$	487.76
		\$	456,310.47
Disbursements		\$	15,059.53

Outstanding Checks: End of Reporting Period			
Available Balance: End of Reporting Period			\$ 441,250.94
TOTAL QCPUF FUND BALANCE			\$ 441,250.94



BANK STATEMENT



402-786-2555
WAVERLY

402-879-4788
SUPERIOR

308-345-1744
McCOOK

402-253-2222
SPRINGFIELD

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SPRINGFIELD PLATTEVIEW COMM
STUDENT FEE ACCOUNT
765 MAIN ST
SPRINGFIELD NE 68059

PAGE 1

Effective July 1, 2025: Regulation CC next-day availability amount for check deposits increases from \$225 to \$275. See our Funds Availability Policy for details

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 04-151-129	PIECES	0	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE	(11/30/25)			543.25
INTEREST PAID				
STATEMENT BALANCE	(12/31/25)			543.25

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 543.25

DAILY BALANCES	ACCOUNT 04-151-129		
11/30	543.25	12/31	543.25



Batch Description: DEC 2025 STUDENT FEE

Processing Month: 12/2025

Checking Account: 12

Student Fees Account

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>	
	Statement Balance	12/31/2025	543.25	
<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
543.25	0.00	543.25	543.25	0.00

Cleared Automatic Payment Total:

Cleared Checks Total:

Cleared Direct Deposit Total:

Cleared Void Total:

Cleared Cash Receipt Total:

Cleared Manual Journal Entries Total:

Cleared Sales Journal Total:



BANK STATEMENT



402-786-2555
WAVERLY

402-879-4788
SUPERIOR

308-345-1744
McCOOK

402-253-2222
SPRINGFIELD

horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM
ADMINISTRATIVE REVOLVING ACCT
765 MAIN ST
SPRINGFIELD NE 68059

PAGE 1

Effective July 1, 2025: Regulation CC next-day availability amount for check deposits increases from \$225 to \$275. See our Funds Availability Policy for details

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 04-171-468	PIECES	0	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE	(11/30/25)			303.08
INTEREST PAID				
STATEMENT BALANCE	(12/31/25)			303.08

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ...		303.08	
--	--	--------	--

DAILY BALANCES	ACCOUNT 04-171-468		
11/30	303.08	12/31	303.08



Batch Description: DEC 2025 ADMIN REVOLVING
Checking Account: ADMINREV ADMINISTRATIVE REVOLVING

Processing Month: 12/2025

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	12/31/2025	303.08

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
5886	CITY OF SPRINGFIELD	09/07/2021	150.00
5910	NHSSCA	05/06/2022	200.00
		Total:	<u>350.00</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
303.08	(350.00)	(46.92)	(46.92)	0.00

Cleared Automatic Payment Total:
Cleared Checks Total:
Cleared Direct Deposit Total:
Cleared Void Total:
Cleared Cash Receipt Total:
Cleared Manual Journal Entries Total:
Cleared Sales Journal Total:



PO BOX 1507
Grand Island NE 68802-1507

>001048 3566392 0001 93592 10Z 3

00255835
MSP 717 SARPY COUNTY SCHOOL DIST 0046
14801 S 108TH ST
SPRINGFIELD NE 68059-4925

Statement Ending 12/31/2025

SARPY COUNTY SCHOOL DIST 0046

Page 1 of 2

Account Number: XXXXXX7773

Managing Your Accounts

- Phone Number 800-5Points
800-576-4687
- Website www.5pointsbank.com



Summary of Accounts

Account Type	Account Number	Ending Balance
Business Checking	XXXXXX7773	\$21,642.42

Business Checking - XXXXXX7773

Account Summary

Date	Description	Amount
11/29/2025	Beginning Balance	\$21,642.42
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
12/31/2025	Ending Balance	\$21,642.42





PO BOX 1507
Grand Island NE 68802-1507

>002405 3566392 0001 93592 10Z 3

00253636 MSP 717
SPRINGFIELD PLATTEVIEW COMM
SCHOOLS LEASING CORPORATION
14801 S 108TH ST
SPRINGFIELD NE 68059-4925



Statement Ending 12/31/2025

SPRINGFIELD PLATTEVIEW COMM

Page 1 of 2

Account Number: XXXXXX2131

Managing Your Accounts

 Phone Number 800-5Points
 800-576-4687
 Website www.5pointsbank.com



Summary of Accounts

Account Type	Account Number	Ending Balance
Business Checking Int Bearing	XXXXXX2131	\$2,026,559.99

Business Checking Int Bearing - XXXXXX2131

Account Summary

Date	Description	Amount
11/29/2025	Beginning Balance	\$2,025,095.26
	1 Credit(s) This Period	\$1,464.73
	0 Debit(s) This Period	\$0.00
12/31/2025	Ending Balance	\$2,026,559.99

Interest Summary

Description	Amount
Interest Earned From 11/29/2025 Through 12/31/2025	
Annual Percentage Yield Earned	0.80%
Interest Days	33
Interest Earned	\$1,464.73
Interest Paid This Period	\$1,464.73
Interest Paid Year-to-Date	\$43,374.25
Average Ledger Balance	\$2,025,095.26
Average Available Balance	\$2,025,095.26

Other Credits

Date	Description	Amount
12/31/2025	INTEREST AT .8000 %	\$1,464.73
		1 item(s) totaling \$1,464.73

Daily Balances

Date	Amount
12/31/2025	\$2,026,559.99



Account Group: PHS

PHS ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 1100	PHS ATHLETICS	198,589.15	14,551.70	12,315.98	0.00	0.00	0.00	196,353.43
05 704 1101	PHS TIMING SYSTEM	10,237.51	0.00	0.00	0.00	0.00	0.00	10,237.51
05 704 1102	PHS ATHLETIC TRAINER	(264.79)	0.00	0.00	0.00	0.00	0.00	(264.79)
05 704 1106	PHS BASEBALL	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
05 704 1111	PHS BOYS BASKETBALL	245.00	0.00	0.00	0.00	0.00	0.00	245.00
05 704 1116	PHS BOYS GOLF	750.00	0.00	0.00	0.00	0.00	0.00	750.00
05 704 1121	PHS BOYS SOCCER	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
05 704 1126	PHS CROSS COUNTRY	750.00	0.00	0.00	0.00	0.00	0.00	750.00
05 704 1131	PHS FOOTBALL	6,105.47	0.00	0.00	0.00	6,034.10	0.00	71.37
05 704 1136	PHS GIRLS BASKETBALL	(1,335.92)	0.00	0.00	0.00	0.00	0.00	(1,335.92)
05 704 1141	PHS GIRLS GOLF	498.00	0.00	0.00	0.00	0.00	0.00	498.00
05 704 1146	PHS GIRLS SOCCER	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
05 704 1151	PHS SOFTBALL	809.02	0.00	0.00	0.00	0.00	0.00	809.02
05 704 1152	PHS GIRLS TENNIS	1,749.00	0.00	0.00	0.00	0.00	0.00	1,749.00
05 704 1156	PHS TRACK	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
05 704 1161	PHS VOLLEYBALL	548.00	0.00	0.00	0.00	0.00	0.00	548.00
05 704 1166	PHS BOYS WRESTLING	1,281.00	0.00	0.00	0.00	0.00	0.00	1,281.00
05 704 1167	PHS GIRLS WRESTLING	750.00	0.00	0.00	0.00	0.00	0.00	750.00
05 704 1181	PHS PC BOYS BASKETBALL	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1183	PHS PC BOYS TRACK	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1185	PHS PC FOOTBALL	212.32	0.00	0.00	0.00	0.00	0.00	212.32
05 704 1187	PHS PC GIRLS BASKETBALL	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1189	PHS PC GIRLS TRACK	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1191	PHS PC VOLLEYBALL	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1193	PHS PC WRESTLING	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1195	PHS PC XCOUNTRY	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1200	PHS ACTIVITIES	1,543.27	8.22	0.00	0.00	0.00	0.00	1,535.05
05 704 1220	PHS CHEER	(5,894.35)	723.60	2,412.02	0.00	0.00	0.00	(4,205.93)
05 704 1230	PHS COLOR GUARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 1240	PHS DANCE TEAM	2,412.82	3,514.07	2,525.00	0.00	0.00	0.00	1,423.75
05 704 1250	PHS MOCK TRIAL	(100.00)	68.22	0.00	0.00	0.00	0.00	(168.22)
05 704 1260	PHS MUSICAL	17,076.64	30.57	0.00	0.00	0.00	0.00	17,046.07
05 704 1270	PHS PLAY PRODUCTION	4,000.67	1,319.07	600.00	0.00	0.00	0.00	3,281.60
05 704 1275	PHS SHOW CHOIR	2,316.36	0.00	0.00	0.00	0.00	0.00	2,316.36
05 704 1305	PHS FRESHMEN	1,010.97	0.00	0.00	0.00	0.00	0.00	1,010.97
05 704 1310	PHS SOPHOMORES	4,658.32	0.00	0.00	0.00	0.00	0.00	4,658.32
05 704 1315	PHS JUNIORS	5,602.96	0.00	0.00	0.00	0.00	0.00	5,602.96
05 704 1320	PHS SENIORS	6,672.77	0.00	0.00	0.00	0.00	0.00	6,672.77
05 704 1330	PHS ART	2,192.36	60.00	0.00	0.00	0.00	0.00	2,132.36
05 704 1340	PHS BAND	4,751.38	776.94	708.50	0.00	0.00	0.00	4,682.94

Account Group: PHS

PHS ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 1647	PHS TENNIS FUNDRAISING	3,823.75	0.00	0.00	0.00	0.00	0.00	3,823.75
05 704 1650	PHS TRACK	3,743.11	0.00	0.00	0.00	290.50	0.00	3,452.61
05 704 1655	PHS UNIFIED/FOOTBALL	469.08	0.00	0.00	0.00	0.00	0.00	469.08
05 704 1656	PHS UNIFIED/SOCCER	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00
05 704 1660	PHS VOLLEYBALL	4,830.98	2,161.34	0.00	0.00	0.00	0.00	2,669.64
05 704 1665	PHS BWRESTLING	5,448.16	380.76	0.00	0.00	3,595.20	0.00	1,472.20
05 704 1670	PHS GWRESTLING	380.98	0.00	0.00	0.00	0.00	0.00	380.98
05 704 1710	PHS CLASS FINES	426.61	0.00	0.00	0.00	0.00	0.00	426.61
05 704 1715	PHS COLLEGE ACCESS GRANT	179.21	0.00	0.00	0.00	0.00	0.00	179.21
05 704 1720	PHS CONCESSIONS	18,453.04	5,840.10	23,564.58	0.00	0.00	(1,396.57)	34,780.95
05 704 1725	PHS D.C. TOUR	1,465.06	0.00	0.00	0.00	0.00	0.00	1,465.06
05 704 1730	PHS FACULTY COURTESY FUND	1,117.78	0.00	0.00	0.00	0.00	0.00	1,117.78
05 704 1735	PHS FINE ARTS	15,363.97	0.00	0.00	0.00	0.00	0.00	15,363.97
05 704 1740	PHS GUIDANCE	777.63	0.00	0.00	0.00	0.00	0.00	777.63
05 704 1745	PHS LIBRARY	165.23	0.00	0.00	0.00	0.00	0.00	165.23
05 704 1750	PHS PRINCIPAL	4,366.14	249.30	70.26	0.00	0.00	0.00	4,187.10
05 704 1767	PHS STAFF WELLNESS	76.03	0.00	0.00	0.00	0.00	0.00	76.03
05 704 1770	PHS TROJAN STORE	19,010.74	2,548.00	2,404.10	0.00	0.00	1,396.57	20,263.41
Account Group Total: PHS ACTIVITY		454,818.54	42,700.83	57,181.22	0.00	9,919.80	0.00	459,379.13

Account Group: PCJHSACT

PC JR HIGH ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 5440	PC NATIONAL HONOR SOCIETY	709.02	0.00	0.00	0.00	0.00	0.00	709.02
05 704 5465	PC STUDENT COUNCIL	62.21	0.00	0.00	0.00	0.00	0.00	62.21
05 704 5727	PC DESTINATION IMAGINATION	2,041.47	0.00	0.00	0.00	0.00	0.00	2,041.47
05 704 5745	PC LIBRARY	194.94	0.00	29.00	0.00	0.00	0.00	223.94
05 704 5750	PC PRINCIPAL	7,798.84	80.42	3.00	0.00	0.00	0.00	7,721.42
05 704 5755	PC PARENT ADVISORY COUNCIL	2,533.76	190.09	500.00	0.00	0.00	0.00	2,843.67
Account Group Total: PC JR HIGH ACTIVITY		13,340.24	270.51	532.00	0.00	0.00	0.00	13,601.73

Rainey Johnson
1-12-26

Account Group: SPELEMACT

SP ELEMENTARY ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 2465	SP ELEM STUDENT COUNCIL	468.80	0.00	0.00	0.00	0.00	0.00	468.80
05 704 2727	SP ELEM DESTINATION IMAGINATION	4,849.93	0.00	0.00	0.00	0.00	0.00	4,849.93
05 704 2745	SP ELEM LIBRARY	2,869.16	0.00	0.00	0.00	0.00	0.00	2,869.16
05 704 2750	SP ELEM PRINCIPAL	2,390.84	99.31	1,203.00	0.00	0.00	0.00	3,494.53
05 704 2760	SP ELEM POP	64.92	0.00	0.00	0.00	0.00	0.00	64.92
05 704 2775	SP ELEM WALK-A-THON	2,895.88	80.00	5.00	0.00	0.00	0.00	2,820.88
Account Group Total: SP ELEMENTARY ACTIVITY		13,539.53	179.31	1,208.00	0.00	0.00	0.00	14,568.22

Account Group: WMELEMACT WM ELEMENTARY ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 4465	WM ELEM STUDENT COUNCIL	2,985.71	895.80	153.25	0.00	0.00	0.00	2,243.16
05 704 4727	WM ELEM DESTINATION IMAGINATION	1,514.94	0.00	0.00	0.00	0.00	0.00	1,514.94
05 704 4745	WM ELEM LIBRARY	3,961.28	0.00	0.00	0.00	0.00	0.00	3,961.28
05 704 4750	WM ELEM PRINCIPAL	7,811.35	3,962.51	33.41	0.00	0.00	0.00	3,882.25
Account Group Total: WM ELEMENTARY ACTIVITY		16,273.28	4,858.31	186.66	0.00	0.00	0.00	11,601.63

M. Hasty
1/12/2025
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BANK STATEMENT



402-786-2555
WAVERLY

402-879-4788
SUPERIOR

308-345-1744
McCOOK

402-253-2222
SPRINGFIELD

horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW EARLY EDUCATION CENTER
765 MAIN ST
SPRINGFIELD NE 68059

Effective July 1, 2025: Regulation CC next-day availability amount for check deposits increases from \$225 to \$275. See our Funds Availability Policy for details

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 03-491-217	PIECES	0	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE	(11/30/25)			427.15
INTEREST PAID				
STATEMENT BALANCE	(12/31/25)			427.15

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 427.15

DAILY BALANCES	ACCOUNT 03-491-217			
11/30	427.15		12/31	427.15



Platteview Early Education Center

Bank Statement Reconciliation 12/31/2025

Bank Balance: Beginning of Reporting Period \$427.15

Deposits:

Activity Fees \$0.00

Tshirt Fees \$0.00

Total Revenue: \$0.00

Disbursements:

Total Expenses: \$0.00

Cleared Checks

Bank Balance: End of Reporting Period \$427.15

Outstanding Checks: End of Reporting Period

Platteview Early Education Center Balance \$427.15

Springfield Platteview Community Schools

Board Bills for Approval January 12, 2026

GENERAL FUND		
Vendor Name	Invoice Description	Amount
360 COMMUNITY SERVICES	DEC 2025 SPECIAL SERVICES	23593.95
AIRGAS USA, LLC	SUPPLIES-SHOP CLASS	587.10
AMAZON CAPITAL SERVICES	SUPPLIES	777.43
AMERICAN RED CROSS	CPR CLASS	68.00
ARCH, SHERRY	REIMBURSEMENT FOR BOOKS	23.29
BLACK HILLS ENERGY	UTILITIES	1897.40
CAPITAL BUSINESS SYSTEMS, INC. - PRINTER	COPIER LEASE	2048.00
CASEYS BUSINESS ADVANTAGE	GAS	810.95
CENTURYLINK	TELEPHONE	296.94
CENTURYLINK	TELEPHONE	140.46
CHAD'S AUTO REPAIR	VEHICLE REPAIRS/INSPECTIONS	418.37
CITY OF SPRINGFIELD	SEWER/WATER	459.60
CITY WIDE FACILITY SOLUTIONS	CUSTODIAL SERVICES	390.00
COLUMN SOFTWARE PBC	ADVERTISING	203.44
COX BUSINESS	TELEPHONE	667.10
CRAIG RESOURCES, INC.	HOME NURSING SERVICES	135.30
CULLIGAN OF OMAHA	SERVICES	31.00
DANA F. COLE & COMPANY, LLP	AUDIT SERVICES	3661.99
DIETZE MUSIC HOUSE	SUPPLIES-PHS MUSIC DEPT	318.60
EAKES OFFICE SOLUTIONS	CUSTODIAL SUPPLIES	1356.50
EDUCATIONAL SERVICE UNIT NO. 3	SERVICES	17894.79
EGAN SUPPLY COMPANY	CUSTODIAL SUPPLIES	1414.40
EHRKE, KIRSTEN	SUPPLIES	121.98
FATHER FLANAGAN'S BOYS' HOME-	DEC 2025 SPECIAL SERVICES	5100.00
FIBER PLATFORM LLC	INTERNET	5944.79
FIRST STUDENT	TRANSPORTATION	169527.08
FOLLETT SCHOOL SOLUTIONS, INC.	BOOKS	433.90
FOLLETT	BOOKS	706.34
GRAINGER	MAINTENANCE SUPPLIES	1129.62
GREAT PLAINS PEST SERVICES, INC.	SERVICES	250.00
HARRISON, JENNIE	MILEAGE	19.60
HEARTLAND BUSINESS SYSTEMS	SOFTWARE	2160.00
HEARTLAND FOUNDATION	DEC 2025 SPECIAL SERVICES	3525.00
HEINEMANN	TEXTBOOKS	795.83
HOME DEPOT CREDIT SERVICES	SUPPLIES-SHOP CLASS	149.44
HTM SALES, INC.	PC LIFT STATION	1449.34
J.F. AHERN CO.	SERVICES	1536.00

J.W. PEPPER & SON, INC.	SUPPLIES-PHS MUSIC DEPT	1094.13
JAYMAR BUSINESS FORMS INC	SUPPLIES	179.89
JENSON, SCOTT	REIMBURSEMENT-FCS CLASS SUPPLIES	39.74
JIMMY JOHNS	SUPPLIES	91.09
K5 EVENT PLANNING & FUNDRAISING, LLC	SERVICES	1537.50
KIDS SUCCEED THERAPY, LLC	OT/PT SERVICES	4797.00
LAKESHORE LEARNING MATERIALS	PREK SUPPLIES	1091.64
LEHAN, JANE	MILEAGE	174.30
MAHONEY, JEREMY	MILEAGE	49.70
MANGIA ITALIANA (PREPAID)	HOLIDAY LUNCHEON	2991.92
MANN, DOUG	DUES/FEES	15.00
MAXABILITY THERAPY SERVICES	SERVICES	110.03
MCGRAW HILL EDUCATION	TEXTBOOKS	1640.80
MCI	TELEPHONE	15.74
MCTM	FEES-PHS MATH DEPT	70.00
METROPOLITAN UTILITIES DIST	UTILITIES	3761.00
NCSA	DUES/FEES	120.00
NE ASSOC OF SCHOOL BOARDS	BD LEADERSHIP ONLINE SURVEY	400.00
NE PUBLIC HEALTH ENVIROMENTAL	SERVICES	241.00
NEBRASKA AIR FILTER INC	BUILDING FILTERS	965.76
NIOBRARA VISIONS LLC	PHONE REPAIRS	327.00
OMAHA PUBLIC POWER DISTRICT	UTILITY SERVICES	26412.00
OMAHA WORLD HERALD	SUPPLIES	169.00
ONE SOURCE	BACKGROUND CHECKS	74.00
ORKIN	SERVICES	605.54
PAPILLION SANITATION	SERVICES	1474.94
PAPIO TRANSPORT SCHOOL SERVICE INC	TRANSPORTATION	4560.00
PHS ACTIVITY ACCOUNT	CHEER FEES	2147.76
POPPEN, MEGAN	SUPPLIES	75.92
PRIME SECURED	SOFTWARE	1000.00
PUREDATA CONSULTING INC	SOFTWARE	1788.00
QUADIANT FINANCE USA, INC.	POSTAGE	500.00
QUILL CORP	SUPPLIES	143.77
RANSOM, JESSICA	MILEAGE	114.45
ROSSER LAWN CARE, INC.	SERVICES	8323.75
S.I.D. #23	UTILITIES	192.00
SCHMITT MUSIC CENTER	SUPPLIES-PHS MUSIC DEPT	214.15
SERETTA, TIM	MILEAGE	122.22
SIMMS PLUMBING, LLC	SERVICES	1222.50
SNO SITES	DUES/FEES-PHS	750.00
SONOVA USA INC	HEARING DEVICES	1991.65
SPARQ DATA SOLUTIONS, INC.	NEGOTATION SOFTWARE	5700.00
SPEECH SQUAD LLC	SERVICES	4981.50

SPIEHS, SHARI	REIMBURSEMENT FOR BOOKS	28.22
SPRINGFIELD ACE HARDWARE	SUPPLIES	84.97
STANTON, TAYLOR	MILEAGE	57.68
STEDNITZ, LEAH	MILEAGE	33.60
T-MOBILE	HOT SPOTS	98.40
TJ CABLE AND UNDERGROUND SERVICES, LLC	SERVICES	150.00
U.S. BANK	CREDIT CARD PURCHASES	1841.82
VERIZON WIRELESS	CELL PHONES	149.24
WILSON, LESLIE	MILEAGE	93.94
WOODCRAFT OF OMAHA	SHOP CLASS SUPPLIES	328.97
Zierott, Heidi	DUES/FEES	34.84
		\$335,221.60
EMPLOYEE BENEFIT FUND		
HORACE MANN INSURANCE COMPANY	FEES	188.85
		\$188.85
NUTRITION FUND		
BENSON, DAGMAR	REIMBURSEMENT	4.80
BRUNER, KAMI	REIMBURSEMENT	7.85
EFUNDS (PREPAID)	NOV 2025 ESERVICE FEES	34.95
GROSDIDIER, BEVERLY	REIMBURSEMENT	90.00
RACE, SILVIA	REIMBURSEMENT	15.20
THOMPSON, DANIEL	REIMBURSEMENT	41.55
ZAGOZDA, TRICIA	REIMBURSEMENT	8.15
		\$202.50
BUILDING FUND		
A.P.M. ARCHITECTURE, INC.	SERVICES	1,124,091.41
NEMAHA SPORTS CONSTRUCTION	TENNIS COURT PROJECT	170,253.30
OLSSON	SERVICES	19,002.75
		\$1,313,347.46
QCPUF		
FIRST WIRELESS INC.	WALKIES	6,806.00
		\$6,806.00

ADJUSTMENT OF SCHOOLDISTRICT BOUNDARIES
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, a Nebraska political subdivision ("SP"), and Sarpy County School District 77-0027, a/k/a Papillion-La Vista Community Schools, a Nebraska political subdivision ("PL")(collectively, both school districts are herein sometimes referred to as the "School Districts" or "Parties").

WHEREAS, both SP and PL are Class III School Districts under the laws and statutes of the State of Nebraska are members of the Learning Community of Douglas and Sarpy Counties (the "LC"), and

WHEREAS, subject to the terms of this Agreement, SP and PL are willing to adjust School District boundary lines on property identified herein in the best interests of both districts, and

WHEREAS, only the property currently located in SP in the area depicted and more fully described in the attached Exhibit "A," which is incorporated herein by this reference (the "Property Area") is subject to the terms and conditions of this Agreement unless otherwise mutually agreed upon and changed by both Parties, and

WHEREAS, upon compliance with all terms and conditions as provided herein, any tracts, lots, acreages or other land located in the Property Area may be transferred and attached by a change of boundaries into PL, and

WHEREAS, the Parties are entering into this Agreement pursuant to the provisions of the Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et seq.) to accomplish the purposes set forth herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Term of Agreement. This Agreement shall become effective on January 1, 2026, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter, automatically expiring on December 31, 2035 ("Expiration Date"), unless terminated earlier by mutual agreement of the parties.

2. Adjustment of District Boundaries. SP and PL agree that any tracts, lots, acreages or other land located in the Property Area may be transferred from SP and attached by a boundary line adjustment and change of boundaries to PL according to the following terms and conditions:

A. Transfer Procedures, Terms and Dates. SP and PL understand and agree that all transfers and attachments by a boundary line adjustment and change of boundaries as provided herein will be accomplished pursuant to the provisions of Learning Community Reorganization Act found at Neb. Rev. Stat. §§ 79-4,117 to 79-4,129 (the "Act") and other

Nebraska laws, and the forms to be utilized for such change are attached hereto as Exhibit "B" and incorporated herein by this reference. One form attached as Exhibit "B" is a Reorganization Plan and SP and PL agree to execute the form Plan as attached or in substantially similar form thereto as may be required and process the same through the State Committee as required by this Agreement. The second form attached as Exhibit "C" is a certificate of boundary change to be entered by the county clerk which should be entered in accordance therewith or in substantially similar form thereto as may be required after the Plan has been processed through State Committee as required by this Agreement. SP and PL agree that each will take all necessary actions, including school board approvals, and execute such other documents as may be reasonably required, to effectuate the purposes of this paragraph and Agreement. Pursuant to Neb. Rev. Stat. § 79-479, § 79-4,128, and other Nebraska laws, all such transfers and attachments by a boundary line adjustment using Exhibit "B" and Exhibit "C" forms are made only on an order issued by the State Committee or county clerk and as deemed appropriate by local or state officials all such orders must be issued no later than June 1 and shall have an effective date no later than August 1 of the same year (the "boundary change order effective date"). SP and PL further understand and agree that all assets, including budget authority and unbonded liabilities of each School District shall remain the same on any transfer and attachment hereunder and shall not be transferred to PL. All the transferred land from the Property Area shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by PL prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by PL after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of PL. Both districts agree to take all actions required or necessary to assign and accomplish the rights to receive such taxes and other rights provided herein from county or state officials.

B. Agricultural or Other Undeveloped Land in the Property Area. For any tracts, lots, acreages or other land located in the Property Area that the Parties agree is agricultural or undeveloped, such land may be transferred from SP to PL on the condition that PL agrees or otherwise arranges to SP's satisfaction to the payment of the following amounts per acre:

Calendar Year	Amount per Acre
2026	\$2,687.83
2027	\$2,768.47
2028	\$2,851.52
2029	\$2,937.07
2030	\$3,025.18
2031	\$3,115.93
2032	\$3,209.41
2033	\$3,305.70
2034	\$3,404.87
2035	\$3,507.01

The price per acre payment shall be payable to SP within 3 months after any such agricultural or undeveloped land is purchased by and deeded to a developer, transfer approval by state and local officials and the effective date of the boundary change order whichever occurs last in time.

C. Existing Residential or Commercial Land in the Property Area. For any tracts, lots, acreages or other land located Property Area that the Parties agree are existing residential or commercial in nature, such lands may be transferred from SP to PL on the condition and for a transfer price of the fiscal year tax levy assessed value on the effective date of the boundary change order of times \$1.05 per \$100 of assessed valuation(s) X (times) ten (10) years, payable by PL to SP in equal installments over a ten (10) year period after the effective date of the boundary change order. The Parties will agree on the payment dates each year.

3. Property Purchase by PL. SP further agrees to negotiate in good faith a transfer with PL should PL wish to purchase, for district use, agricultural or undeveloped land within the Property Area.

4. Notices. Any notice to be given to the other party under this Agreement or otherwise shall be in writing, and shall be sent by hand-delivery, or by certified or registered mail, and addressed as follows:

If to Springfield Platteview:

Office of the Superintendent
Springfield Platteview Community Schools
765 Main Street
Springfield, Nebraska 68059

If to Papillion La Vista:

Office of the Superintendent
Papillion La Vista Community Schools
420 S. Washington Street
Papillion, Nebraska 68046

or such other address as either party may designate in writing from time to time.

5. Interlocal Cooperation Act Disclosures. Pursuant to the requirements of Neb. Rev. Stat. § 13-804(3), the Parties state as follows:

- A. The duration of this Agreement is specified in Paragraph 1.
- B. There is no separate administrative entity created by this Agreement.
- C. The purposes of this Agreement are stated in the recitals to this Agreement.
- D. There is no separate financing required for this Agreement.
- E. This Agreement will only terminate and may expire as provided in Paragraph 1 hereof. There will be no property to dispose of on termination or expiration.
- F. This Agreement does not utilize any tax authorized under Neb. Rev. Stat. §§ 13-318 to 13-326.

6. Miscellaneous.

A. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements with respect thereto.

B. This Agreement may not be modified, supplemented or amended except by a writing signed by both Parties hereto.

C. No delay on the part of any party in exercising its rights hereunder shall operate as a waiver thereof.

D. Neither this Agreement, nor any rights or duties hereunder, shall be assigned to any other person or entity, provided, however, that the rights and obligations hereunder may be assigned to another public school district which: (1) is a successor of either party hereto; (2) is a "public agency" for purposes of the Nebraska Interlocal Cooperation Act; (3) is authorized to perform the obligations of its predecessor hereunder; and (4) assumes the obligations of the predecessor party.

E. This Agreement shall be binding on the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written below.

Date: _____

SARPY COUNTY SCHOOL DISTRICT 77-0046, A/K/A SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

ATTEST:

By: _____
Secretary, Board of Education

By: _____
President, Board of Education

Date: _____

SARPY COUNTY SCHOOL DISTRICT 77-0027, A/K/A PAPHILLION LA VISTA PUBLIC SCHOOLS

ATTEST:

By: _____
Secretary, Board of Education

By: _____
President, Board of Education

EXHIBIT "A"
DEPICTION AND DESCRIPTION OF THE PROPERTY AREA

The Property Area as used herein includes a rectangle bounded on the north by West Lincoln Road, on the south by Capehart Road, on the east by South 60th Street, and on the west by approximately South 128th Street depicted as follows:

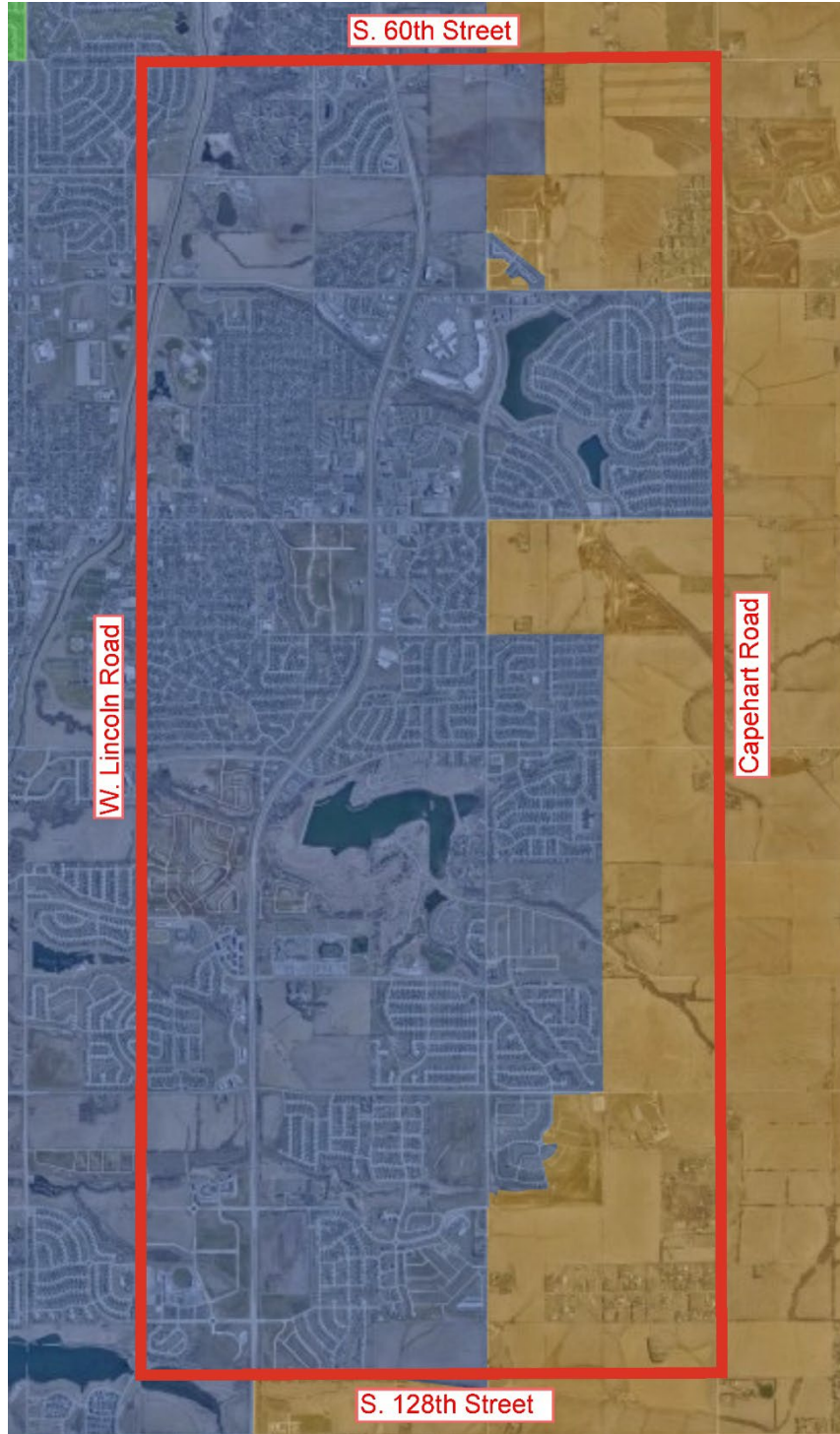


EXHIBIT "B"
REORGANIZATION PLAN AND ORDER

REORGANIZATION PLAN
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION ACT
(Sections 79-4,117 to 79-4,129)

TO: The State Committee for the Reorganization of School Districts, the County Clerk of Sarpy County, Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0027, a/k/a Papillion-La Vista Public Schools, hereinafter referred to as "PL," also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of the Learning Community of Douglas and Sarpy Counties (the "LC"). According to law, the School Districts submitted the Plan to the State Committee for the Reorganization of School Districts (the "State Committee") for review and action under the Act. Both School Districts have approved the Plan and hereby request approval from the State Committee according to the Act for submission to the Sarpy County Clerk. This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and PL are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP and PL that the boundaries of each of the School Districts be changed in accordance with this Plan, and in furtherance thereof, do hereby request the State Committee and County Officials to whom this Plan is directed, or their successors in interest, to approve the same and enter an order changing the boundaries of SP and PL, pursuant to Neb. Rev. Stat § 79-4,128, and other Nebraska laws, so as to transfer the following-described territory from SP to PL, such territory (herein sometimes referred to as the "Property") being legally described as follows, to-wit:

(Insert Legal Description of Property to be Transferred)

C. The terms of this Plan and Agreement and on which the transfer and attachment by a change of boundaries, as described above, is to be made between SP and PL shall be as follows:

1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT

A description of the Property to be transferred from SP to PL is contained above. Both School Districts are Class III school districts. For a description of the boundaries of the reorganized districts see maps referred to in paragraph 5 and attached as Exhibit "1" to this Plan.

2. SUMMARY OF REASONS FOR PROPOSED CHANGE, EXPLANATION OF STATUTORY COMPLIANCE AND STATUTORY ASSURANCE

The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation requirements, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

3. SUMMARY OF TERMS OF REORGANIZATION

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act and there is no new district being created, the school boards, school board wards or districts, if any, and classifications of the School Districts involved are unchanged and shall remain the same and the State Committee will not need to determine initial school board districts or wards, or appoint an initial school board.

4. STATEMENT OF FINDINGS ON LOCATION AND UTILIZATION OF SCHOOLS AND TRANSPORTATION

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act there is no change with respect to the location of schools, the utilization of existing buildings, the construction of new buildings, or the transportation requirements of the School Districts involved.

5. MAPS SHOWING BOUNDARIES

Maps showing the boundaries of established school districts and the boundaries proposed under this Plan are attached hereto and incorporated herein by this reference as Exhibit "1."

6. OTHER MATTERS

The effective date of the change of boundaries and the transfer of the Property from SP to PL shall be upon final approvals and entry of an order by the appropriate County Officials whose order is necessary to effect the change in boundaries and Property transfer set forth herein, or according to law, whichever occurs later in time. All assets, including budget authority and unbonded liabilities of each School District shall remain the same on such transfer and attachment hereunder and shall not be transferred to PL. The transferred land shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by PL prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by PL after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of PL.

Upon completing the transfer, the Sarpy County Clerk shall file the certificate or other appropriate notice documents with the Sarpy County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly.

The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0046, a/k/a SPRINGFIELD
PLATTEVIEW COMMUNITY SCHOOLS

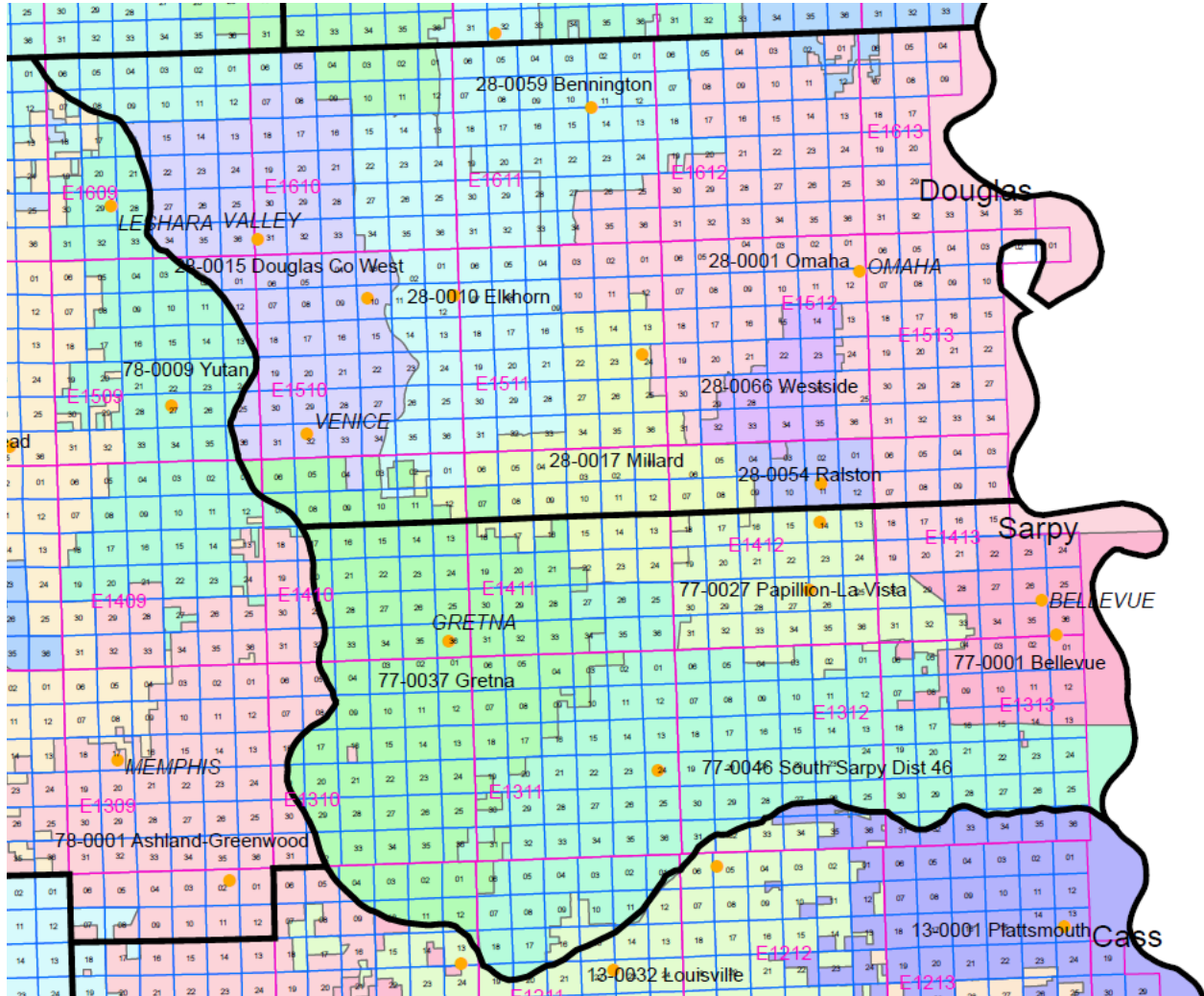
By: _____
Authorized Official

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0027, a/k/a PAPILLION LA VISTA
PUBLIC SCHOOLS

By: _____
Authorized Official

EXHIBIT "1"
(MAPS)

ESTABLISHED DISTRICTS



The intention is to include in this Map the entire boundaries and geographic area and territory of the existing SP and the existing PL which is legally within such school districts. It is further the intention to exclude from this Map any boundaries and geographic area and territory which is not legally within the existing SP and the existing PL. Further, in the event of conflicting descriptions between this Map and official records and documents on file with the County Clerk of Sarpy County, Nebraska, and such other appropriate officials who are required by law to maintain school district boundary lines and description records, such official records and documents shall be controlling as to what are the proper and legal descriptions and boundaries of the existing SP and PL.

BOUNDARIES PROPOSED UNDER THIS PLAN

[The maps would be revised to show the transfer of the Property described in paragraph B. from SP to PL.]

EXHIBIT "C"
COUNTY CLERK CERTIFICATE

CERTIFICATE OF BOUNDARY CHANGE

A plan for reorganization ("Plan") was initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat. §§ 79-4,117 to 79-4,129 (the "Act") and/or other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0027, a/k/a Papillion-La Vista Public Schools, hereinafter referred to as "PL," also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members the Learning Community of Douglas and Sarpy Counties (the "LC"). According to law, the School Districts submitted the Plan to the State Committee for the Reorganization of School Districts (the "State Committee"), at Case No. LT-___, for review and action under the Act. The State Committee and both School Districts have properly approved the Plan according to law. This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat. § 79-4,120 or other laws and is a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC.

The State Committee approved the Plan on _____, 20__; the order ("Order") of the State Committee is attached hereto and incorporated herein by this reference as EXHIBIT "A". The Plan was duly approved by all required entities under the Act and has been presented and filed according to law. In accordance with the Order:

1. SP and PL are both classified as Class III School Districts located entirely within the LC.
2. There will be a transfer and attachment by a change of boundaries of a parcel of land (the "Property") as hereinafter described:

(Insert Legal Description of Property to be Transferred)

3. The Property is all located in Sarpy County, Nebraska. As of [no earlier than January 1 and no later than June 1], 20__ (the "effective date"), the Property is detached from SP and transferred and attached by a change of boundaries to PL.

4. All assets, including budget authority and unbonded liabilities of each School District, shall remain the same and shall not be transferred to PL. The Property shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such Property shall not be liable for any bond indebtedness voted or incurred by PL prior to the effective date of the boundary change order. The Property shall be responsible for future bonded indebtedness, if any, voted or incurred by PL after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred Property prior to the effective date of the boundary change order shall remain the property of SP. All real estate

taxes levied and assessed on such transferred Property after the effective date of the boundary change order shall be the property of PL. Both districts are ordered to take all actions required or necessary to assign and accomplish the rights to receive such taxes and other rights provided herein.

This Certificate of Boundary Change is based upon the Order. The County Clerk of Sarpy County is not responsible for any errors or omissions in the information contained within the Order.

Dated this _____ day of _____, 20__.

County Clerk of Sarpy County, Nebraska

CERTIFICATE

The undersigned hereby certifies that a copy of the above Certificate of Boundary Change is being or has been filed with all proper county and state officials according to law so official public records and documents may be altered accordingly.

County Clerk of Sarpy County, Nebraska

DRAFT AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «12th» day of «January» in the year «2025»
(In words, indicate day, month and year.)

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

«Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools
A political subdivision of the State of Nebraska
14801 S. 108th Street
Springfield, NE 68059»

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

«Alley Poyner Macchietto Architecture Incorporated »« »
A Nebraska corporation
«1516 Cuming Street »
«Omaha, NE 68102 »
«Phone: (402) 341-1544 »

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

«Springfield Platteview Community Schools – Multiple school facilities renovation and addition project, new Elementary School, and new Activities Entrance:
Project A – Renovation of approximately 64,500 square feet of the existing Platteview High School and Platteview Central Junior High buildings and addition of approximately 42,300 SF connecting the buildings. (“Project A”);
Project B – New Oak Leaf Elementary School located in new neighborhood development southeast of 72nd & Capehart Road. (“Project B”);
Project C – Optional New Activities Entrance & Support Facility(ies) Study north of Platteview High School. (“Project C”).
(Collectively or individually, Project A, Project B, and Project C shall be the “Project” or “Projects”). The Projects are more particularly described on the Scope of Project Sheet, attached as Appendix A.
APMA Project No. 24087»

The Construction Manager (if known):
(Name, legal status, address, and other information)

«Boyd Jones Construction Company
A Nebraska corporation
950 South 10th Street, Suite 100 »
Omaha, NE 68108
«Phone: (402) 504-8395 »

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND 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.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«See attached Scope of Project Sheet, Appendix A »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«See attached Scope of Project Sheet, Appendix A »

§ 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.)

«Budgets are based on the Construction Manager's Schematic Budget dated _____, 2025 and as follows:

Project A Cost of the Work Budget: \$41,875,253.00

Project B Cost of the Work Budget: \$26,325,000.00

Total Cost of Work Budget for Project A and Project B: \$68,200,253.00

(Project C Cost of the Work Budget has not been determined.)

The Cost of the Work budget does not include Architect fees or expenses.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«See attached Scope of Project Sheet, Appendix A

.2 Construction commencement date:

«See attached Scope of Project Sheet, Appendix A »

.3 Substantial Completion date or dates:

«See attached Scope of Project Sheet, Appendix A »

.4 Other milestone dates:

«Other milestone dates to be determined »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to Neb. Rev. Stat §§ 13-2901 et seq.
(Indicate agreement type.)

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 Omitted

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«None Identified »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

«Dr. Ryan Saunders, Superintendent of Schools
Springfield Platteview Community Schools
14801 S. 108th Street
Springfield, NE 68059
Tel: 402-592-1300
Email: rsaunders@spcsne.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 contact information.)

«None »

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

« Boyd Jones Construction
950 S 10th Street, 100
Omaha, NE 68108
(402) 553-1804
»

- .2 Land Surveyor:

« Olsson, Inc.
21111 S 67th Street, Suite 200
Omaha, NE 68106
(402) 341-1116

- .3 Geotechnical Engineer:

« Olsson, Inc.
21111 S 67th Street, Suite 200
Omaha, NE 68106
(402) 341-1116

- .4 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

« If required, Owner shall retain consultants for topographic surveys, specialty consultants and building commissioning services »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Todd Moeller, Erin Froschheiser & Jay M. Palu »
«Alley Poyner Macchietto Architecture Incorporated »
«1516 Cuming Street »
«Omaha, NE 68102 »
«Phone: (402) 341-1544 »
Email:
Email: EFrosch@alleypoyner.com
Email: JPalu@alleypoyner.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural, Mechanical and Electrical Engineer:

« Olsson, Inc.
2111 S. 67th Street, Suite 200
Omaha, NE 68106
Tel: 402-341-1116
« »

- .2 Architecture Consultant:

«Rick Hauptman
Hauptman Architecture LLC
Omaha, Nebraska
Tel: 402-981-5273
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

- .1 Civil Engineer:
Olsson, Inc.
2111 S. 67th Street, Suite 200
Omaha, NE 68106
Tel: 402-341-1116
- .2 Food Service Design Consultant and Equipment Specialist
Erickson Sullivan Architects & Associates, LLC, d/b/a Foodlines
110 South 14th Street, Suite 200
Lincoln, NE 68505
(402) 475-1787
- .3 Acoustical Consultant:
Alvine and Associates, Inc., d/b/a Alvine Engineering
1201 Cass Street
Omaha, NE 68102
Tel: (402) 346-7007

»

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

«None »

§ 1.1.14 The Owner reserves the right to refuse or limit Architect's use of any employee or consultants and to require Architect to remove any employee or consultant already engaged in the performance of the services on the Project.

§ 1.1.15 Financing for the Project will be, in whole or in part, from the issuance of bonds, if approved by legal voters of the Owner. The bond issue election may be tentatively scheduled for a special election in about February, 2026.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term of this Agreement shall be for a period beginning on the Effective Date and shall continue through the occurrence of one of the following events, whichever occurs first in time:

- .1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.
- .2 The termination of this Agreement according to its terms including termination pursuant to Sections 9.7, 9.9, and 11.1.1 in the event the legal voters of the Owner do not approve the bond issue to finance the Project; provided, the Owner, in its sole discretion, may elect to extend the term of this Agreement.
- .3 Twenty (20) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

§ 1.5 This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of this Agreement.

§ 1.6 Any additional services to be provided by the Architect not otherwise identified in this Agreement shall be determined by a separate written agreement or addendum to this Agreement signed by both parties.

§ 1.7 If the Owner elects to proceed with Project C, the Owner and the Architect shall meet to discuss the parameters of the Architect's fee for such Project, which will be added to this Agreement by written addendum.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until the earlier of (i) the completion of the specific Project, or (ii) termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 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.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under

Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000») each accident, «One Million Dollars» (\$ «1,000,000») each employee, and «One Million Dollars» (\$ «1,000,000») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. Policy limits in excess of the Architect's usual and customary limits may be required to be added by a Specific Job endorsement, the premium of which may be covered by the Owner as a reimbursable expense.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 Excess or Umbrella Liability with policy limits of not less than Three Million Dollars (\$ 3,000,000).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, 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, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6.1 The Architect shall arrange for and schedule a meeting with all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal and any deputy Fire Marshal with jurisdiction over the Project at the beginning of the Schematic Design, Design Development, and Construction Documents phases of the Architect's Basic Services to conduct a review of utility services (electric, sewer, water, internet, cable TV) and of all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for existing buildings (if applicable to the Project) pursuant to the SFM Codes Compliance Protocol. The Architect shall be responsible to design and prepare plans and specifications for regulations and mandates of such authorities/entities and shall prepare a written Opinion of Probable Cost of the Work to include such code compliance, design standards, and requirements for the specified Project.

§ 3.1.6.2 **Owner's Approval Not a Waiver.** Approval by the Owner of any plans, studies, designs, specifications, reports, or Instruments of Service furnished by the Architect under this Agreement shall not constitute and shall not in any way be deemed to be a release of the responsibility and liability of the Architect, its agents, employees, and subcontractors, for the adequacy of the Architect's work or for the Instruments of Service, which are to be sufficient for the Owner's intended use and free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by the Owner for any defect in the Instruments of Service prepared by the Architect, its agents, employees, subcontractors, or consultants. The Owner's approval or acceptance of, or payment for, any of the Architect's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 Pre-Financing Phase Services

The Architect shall perform those architectural and administrative services which are usual and customary for architects during the pre-bond phase of an educational project, and which generally consist of the following non-exclusive services:

- 1 Assist with pre-bond campaign assistance for fact presentation, including design documents for district's bond website, community surveys, attendance at up to 4 community meetings to present design progress on school projects identified below, and related services.
- 2 Pre-bond campaign design services for the addition and renovation of existing Platteview High School and Platteview Central Junior High School buildings, including presentation site plan, floor plans, and 3D renderings.
- 3 Pre-bond campaign design services through programing and conceptual design including conceptual site plan, floor plan, and 3D mass model rendering for new Oak Leaf Elementary School building.
- 4 New Platteview High School and Platteview Central Activities Entrance additions or renovations as determined through programming and conceptual design.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services, including all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures pursuant to the SFM Codes Compliance Protocol..

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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 representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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 program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost 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 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.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, the Owner's written authorization to proceed, 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 Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates

prepared by, the Construction Manager and 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and 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.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, the Owner's written authorization to proceed, 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 Construction Manager's review and 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.2.1 It is recognized that the Owner has certain obligations under local, state and federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect shall, at appropriate times during the Construction Documents Phase 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, including:

- .1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.
- .2 At the time of the delivery of the completed Construction Documents for the Project to the Owner, the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal, and any deputy Fire Marshal, with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the Project. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof, are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at

no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

§ 3.5.2.2 The Architect shall design for accessibility by persons with disabilities in conformance with the provisions and references in applicable state or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Owner will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Architect with such information.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and 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.

§ 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 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 4.2.3, 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 progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect, after consulting with the Owner and the Construction Manager, has the authority to reject 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 the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and/or 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 Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, 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 and accepted by the Owner.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Owner's decisions in consultation with the Architect's decisions on matter relating to aesthetic effect shall be final if consistent with the intentions expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 observations at the Project sites and of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. 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.

§ 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 Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or 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 Construction Manager 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents, unless such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. 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 shall acknowledge the receipt of each Contractor-generated request for information within three (3) working days after receipt by the Architect. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each Contractor request for information (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but no longer than ten (10) working days after the request for information is received by the Architect. If the request for information processing will exceed the agreed upon review period, the Architect will notify the Contractor and Owner.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect after advising the Owner in writing, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, 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:

- .1 conduct inspections for observable or reasonably discoverable defects and/or deficiencies in the Work;
- .2 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .3 issue Certificates of Substantial Completion;
- .4 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .5 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, 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 Construction Manager: (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 Construction Manager 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.

§ 3.6.6.6 Promptly after the Owner receives the Certificate of Substantial Completion from the Architect, the Architect shall furnish the Owner, at no expense to the Owner, reproducible Record Drawings in a form approved by the Owner. The Architect shall also provide the Owner an electronic file of the Record Drawings in a computer program acceptable to the Owner. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted, "Record Drawings."

§ 3.6.6.7 The Architect shall, on behalf of the Owner, review the work of the contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Upon written request by the Owner, Architect shall participate in Commissioning and Training of Owner's staff on an hourly basis.

§ 3.7 Upon Certificate of Completion, the Architect shall:

- .1 Provide assistance, as requested by the Owner, to obtain from the Contractor any refinement or adjustment to any equipment or system during the Corrective Work period. Corrective Work period shall mean one (1) year from the date of Substantial Completion.
- .2 Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to provide satisfactory methods for their correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.
- .3 Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	Not provided
§ 4.1.1.7 Building Information Model management responsibilities	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Not provided
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Not provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not provided
§ 4.1.1.18 Post-occupancy evaluation	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Architect
§ 4.1.1.29 Other Supplemental Services	Not provided
§ 4.1.1.30 Acoustic Consulting Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

- .1 § 4.1.1.2 Programming: Included in Architect's Basic Services
- .2 § 4.1.1.9 Civil engineering as provided by Olsson – see Appendix B
- .3 § 4.1.1.10 Landscape design as provided by Olsson – see Appendix B
- .4 § 4.1.1.11 Includes finish material selection, does not include soft goods, accent pieces, art or other decorations. For FFE see § 4.1.1.27
- .5 § 4.1.1.16 Architect to provide Owner with an electronic copy of the construction documents with all design changes updated with tags to indicate date of the change and if issued via ASI, PR or CCD.
- .6 § 4.1.1.21 Architect's coordination of the Owner's consultants

- .7 § 4.1.1.22 Design provided by Olsson – See Appendix B for scope description
- .8 § 4.1.1.23 Design provided by Olsson – See Appendix B for scope description
- .9 § 4.1.1.24 Design provided by Olsson – See Appendix B for scope description
- .10 § 4.1.1.27 FF& E Design Services, see Appendix C for scope description
- .11 § 4.1.1.28 Food Service Design Consultant and Equipment Specialist provided by Foodlines, See Appendix D for scope description.
- .12 § 4.1.1.30 Acoustic consulting services relating to wall types and finish materials around the common areas and adjacent uses, See proposal provided by Alvine in Appendix E.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«None »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 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 Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care, provided that the Architect fully complied with the Architect’s requirements under §§ 3.1.6.1 and 3.5.2.1 herein;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Providing services made necessary by the default or termination of Contractor, by defects or deficiencies in the construction of the Project, or by the failure of the Owner, any contractor or others performing services or Work in connection with the Project.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services for each Project 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 Construction Manager
- .2 «Two» 2 monthly visits to the site by the Architect during construction
- .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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work on a Project or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is later, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 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. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change 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 Construction Manager 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 ; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services..

§ 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 other 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 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 provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 Omit

§ 5.9 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

§ 5.11 The Owner shall furnish, for the benefit of the Owner only 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.

§ 5.12 The Owner shall provide timely written notice to the Architect and Construction Manager 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 and Construction Documents, provided however that the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or

investigation. The Owner shall be entitled to rely on the Architect's Instruments of Service, Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall timely notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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.

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 the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall 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 Construction Manager 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 Construction Manager 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 Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager'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.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

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

§ 6.5 If the Construction Manager's 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 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions 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 revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility 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 the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate 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

§ 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.

§ 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 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of Service including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. 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 Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.2 The Architect acknowledges that the Owner is a political subdivision of the State of Nebraska, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Nebraska. By entering into this Agreement, the Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 To the extent damages are covered by property insurance, and payment is received from applicable 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 A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 Indemnity / Non-Professional Acts. The Architect and Architect's consultants shall indemnify, defend and hold harmless the Owner and all of its board members, officers, administrators, representatives, and employees from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, to the extent caused by the negligent acts, errors or omissions on the part of the Architect, and for patent, copyright or trademark infringement attributable to the Architect's services.

§ 8.1.3.2 Indemnity / Professional Acts. The Architect shall indemnify and hold harmless the Owner and all of its board members, officers, administrators, representatives, and employees from and against from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorneys' fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, 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 obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this § 8.1.4.2 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.3.3 The Architect understands and agrees that the indemnification, defense, and hold harmless obligations of this section constitute a continuing obligation on the part of the Architect and survive and are enforceable beyond the term of the contract to the fullest extent permitted by law.

§ 8.1.4 Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

§ 8.1.5 See Section 12.13 hereof.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction in Sarpy County, Nebraska.

Other: (Specify)

«Not Applicable »

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

§ 8.3 Arbitration (Section intentionally deleted)

§ 8.3.4 Consolidation or Joinder (Section intentionally deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement, and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, 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 Owner shall pay the Architect all undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, 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 consecutive 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 twenty-one (21) days' advance written notice and opportunity for the other party to cure 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 (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 IN THE EVENT THE LEGAL VOTERS OF THE OWNER DO NOT APPROVE A BOND ISSUE TO FINANCE THE PROJECT, THE OWNER MAY ELECT TO TERMINATE THIS AGREEMENT IMMEDIATELY.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 Notwithstanding any other provisions of the Contract Documents to the contrary, it is expressly understood and agreed that the legal obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds for the Project and any formal action of the Board of Education of the Owner. In the event the funding for the Project becomes unavailable for any reason, the Owner may terminate this Agreement without cause under the provisions of this Article 9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Nebraska. Mandatory and exclusive jurisdiction and venue for any disputes shall be in state or federal courts in Sarpy County, Nebraska.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, as amended, except as modified in this Agreement. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications. The term "Contractor" as used in A201 shall mean the Construction Manager.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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 fourteen (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 fourteen (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.

§ 10.6.1 Notwithstanding § 10.6, the Architect shall be responsible and liable for any hazardous materials or toxic substances, as defined in AIA A201, that the Architect, by its acts or omissions, introduces, causes, or allows to be introduced to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, 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. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information to the other party, when required by law, arbitrator’s order, or court order, including a public records request, subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 such information as set forth in this Section 10.8. The Owner hereby designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. The Parties shall endeavor to mark all confidential information as “confidential.”

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

ARTICLE 11 COMPENSATION

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

§ 11.1.1 Pre-Bond Financing Phase Services Compensation

§ 11.1.1.1 For the Architect’s Pre-Bond Financing Phase Services under Section 3.1.9, the Architect’s total fee shall be based on standard hourly rates as shown on the Architect’s Hourly Rate Schedule, attached as Exhibit A, not to exceed the amount of Twenty-Five Thousand Dollars (\$25,000.00).

§ 11.1.1.2 IN THE EVENT THE OWNER DOES NOT ELECT TO PROCEED BEYOND THE PRE-BOND FINANCING PHASE SERVICES, THE OWNER MAY TERMINATE THIS AGREEMENT, AND IN SUCH EVENT THE ARCHITECT SHALL RECEIVE AS FINAL PAYMENT THE SUMS DUE UNDER THIS SECTION 11.1.1 PLUS ANY EXPENSES TO BE REIMBURSED AS PROVIDED FOR HEREIN. ARCHITECT SHALL NOT BE ENTITLED TO ANY OTHER FEES OR COMPENSATION.

§ 11.1.1.3 IN THE EVENT THE LEGAL VOTERS OF THE OWNER DO NOT APPROVE A BOND ISSUE TO FINANCE THE PROJECT, THE OWNER MAY ELECT TO TERMINATE THIS AGREEMENT, AND IN SUCH EVENT THE ARCHITECT SHALL RECEIVE AS FINAL PAYMENT THE SUMS DUE UNDER THIS SECTION 11.1.1 PLUS ANY EXPENSES TO BE REIMBURSED AS PROVIDED FOR HEREIN. ARCHITECT SHALL NOT BE ENTITLED TO ANY OTHER FEES OR COMPENSATION.

§ 11.1.2 Post-Bond Election Design and Construction Administration Phase Compensation

Upon a successful bond election and contingent upon approval to proceed by the Owner, the Architect’s compensation for design and construction administration phase Basic Services under Sections 3.2 through 3.6 and Supplemental Services under Section 4.1 for the Projects determined by the Owner shall be as follows:

.1 Stipulated Sum
(Insert amount)

«Not Used »

.2 Percentage Basis
(Insert percentage value)

.1 For Project A – Seven percent (7.0%) of the Cost of the Work shown and described in the approved Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager

at Risk for the Project A, as calculated in accordance with Section 11.6. LESS all amounts previously paid to the Architect. Payments made to the Architect prior to the establishment of the approved GMP shall be credited against and deducted from the total compensation amount calculated under this provision.

.2 For Project B – **Seven percent (7.0%)** of the Cost of the Work shown and described in the approved Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager at Risk for the Project B, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Not Used

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, 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.)

.1 Project A – Renovation of existing Platteview High School and Platteview Central Junior High School

§ 4.1.1.2 Programming: Included in Architect's Basic Services

§ 4.1.1.9 Civil engineering: **Ninety-Four Thousand Three Hundred Dollars (\$94,300)**

§4.1.1.10 Landscape design: **Included in Civil Engineering Fee**

§4.1.1.11 Interior Design: Included in Basic Service Fee

§4.1.1.16 As-designed record drawings: Included in Basic Service Fee

§4.1.1.21 Architect's coordination of the Owner's consultants: Included in Basic Service

§4.1.1.22 Telecommunications: **(Seventy-Nine Thousand Seven Hundred Dollars \$79,700)**

§4.1.1.23 Security: **Included in Telecommunications Fee**

§4.1.1.24 Commissioning: **Fee to be provided if requested or required**

§4.1.1.27 FF& E Design Services: Sixty-Three Thousand Dollars (\$63,000)

§4.1.1.28 Food Service Design: Thirty-Eight Thousand Dollars (\$38,000)

§4.1.1.30 Acoustic consulting services: Seven Thousand Nine-Hundred Dollars (\$7,900)

.2 Project B – New Oak Leaf Elementary School Project

§ 4.1.1.2 Programming: Included in Architect's Basic Services

§ 4.1.1.9 Civil engineering: **One Hundred Sixty-Four Thousand Seven Hundred Dollars (\$164,700)**

§4.1.1.10 Landscape design: **Included in Civil Engineering Fee**

§4.1.1.11 Interior Design: Included in Basic Service Fee

§4.1.1.16 As-designed record drawings: Included in Basic Service Fee

§4.1.1.21 Architect's coordination of the Owner's consultants: Included in Basic Service

§4.1.1.22 Telecommunications: **(Sixty-Five Thousand Seven Hundred Dollars \$65,700)**

§4.1.1.23 Security: **Included in Telecommunications Fee**

§4.1.1.24 Commissioning: **Fee to be provided if requested or required**

§4.1.1.27 FF& E Design Services: Fifty Thousand Dollars (\$50,000)

§4.1.1.28 Food Service Design: Thirty-Six Thousand Dollars (\$36,000)

.3 Project C – New Activities Entrance & Support Facilities Study »

The Owner has not elected to proceed with this Project. If the Owner elects to proceed, the initial scope will be determined by Owner, and Architect will provide service on an hourly basis until scope and budget are confirmed by the Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

«The Architect's hourly rate schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of the Project.

»

«Construction Administration services provided beyond October 1, 2028: \$5,000 / month, excluding 12-month warranty and final completion inspections and reviews. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect without markup:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	«Twenty»	percent (« 20 »	%)
Design Development Phase	«Twenty»	percent (« 20 »	%)
Construction Documents Phase	«Forty»	percent (« 40 »	%)
Construction Phase	«Twenty»	percent (« 20 »	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, 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 identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. The Architect’s final compensation shall be adjusted based on the Cost of the Work described in the approved Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager at Risk.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Architect’s hourly rate schedule, Exhibit A. The hourly rates on Exhibit A shall remain fixed and shall not be adjusted during the duration of the Project.»

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence (but not Architect time);
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents not otherwise provided or directly paid for by the Owner;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.
- .13 Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no markup. The Architect shall not incur Reimbursable Expenses in excess of \$15,000.00 without the Owner's prior written consent.

§ 11.9 Omit

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in the preceding month. Payments of undisputed invoice amounts are due and payable by the Owner within forty-five (45) calendar days after receipt by the Owner of the Architect's invoice. If the Owner disputes all or any portion of an invoice of the Architect, the Owner shall give written notice to the Architect within forty-five (45) calendar days of the Owner's receipt of the invoice, stating the amounts and reasons for the dispute. Undisputed amounts unpaid forty-five (45) calendar days after the Owner receives the invoice shall bear interest at the rate of Six percent (6%). Disputed invoice amounts shall not bear any interest.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner may withhold from the Architect's compensation amounts for which the Owner has a good faith claim for damages resulting from the negligent design of the Architect; provided that such damages shall not include costs related to betterment, upgrades or enhancements as provided in § 12.14. The Owner shall give written notice to the Architect as provided in § 11.10.2.1. After receipt of the written notice, the Architect and the Owner shall promptly proceed to attempt to resolve the dispute pursuant to Direct Negotiations under § 8.1.5. Any amounts withheld by the Owner and that are ultimately paid to the Architect shall bear interest from the date of the invoice for such amounts at six percent (6%) per annum.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times and shall be provided to the Owner upon presentation of the Architect's progress payment applications. Records of all reimbursable expenses shall be kept on a generally recognized accounting basis and shall be available for review to the Owner or its authorized representative during business hours at the Architect's office. Proof of payment of any reimbursable expenses item shall be provided to the Owner with each claim for reimbursement by the Architect.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

«§ 12.1 The Architect will exercise the Architect's professional effort to interpret the Americans with Disability Act (ADA) and the ADA Accessibility Guideline (ADAAG) in place on the date of this Agreement. The Scope of Services provided by the Architect are limited to the requirements of Title II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measure may be "readily achievable", nor can the Architect determine the priorities of phasing of selected measures. These issues must be addressed by the Owner with priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from his or her financial and legal counsel.

§ 12.2 The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contact, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national

origin. The Architect by execution of this Agreement certifies that the Architect is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation.

§ 12.3 The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Owner's property of whatever nature or kind, nor upon any of the land of the Owner, such property being public property belonging to a political subdivision of the State of Nebraska, or upon any funds of Owner.

§ 12.4 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (1) make Architect the agent, servant or employee of the Owner; or (2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status. The Architect shall assume sole responsibility for any debts or liabilities that may be incurred by Architect in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement.

§ 12.5 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 12.6 The Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 12.7 Criminal History Record Checks

§ 12.7.1 The Architect shall obtain all criminal history information regarding its "covered employees", as defined below. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

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

§ 12.7.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Nebraska Revised Statutes, Chapter 28, Article 3; an offense for which a defendant is required to register as a sex offender under Nebraska law; or an equivalent offense under federal law or the laws of another state.

§ 12.8 The Architect shall keep all accounting and construction records on the Project for a period of at least ten (10) years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements. In the alternative, Architect may provide such records to

Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

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

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

§ 12.10 Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

§ 12.11 The Architect certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Architect breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the Agreement price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

§ 12.12 The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

§ 12.13 Notwithstanding any other provision of this Agreement, the Owner agrees that Architect's total liability to the Owner for each Project for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Architect for each Project under this Agreement, shall not exceed the greater of (1) the amount of Architect's insurance for the Project provided under this Agreement, or (2) the amount of Architect's total compensation for the Project under this Agreement.

§ 12.14 If, due to the Architect's omission, a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents; provided the Architect will be responsible for paying any increased costs to the Project as a result of the Architect's omissions which are above and beyond the cost the Owner would have had to pay had the omission not occurred. In no event will the Architect be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.15 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, state,

or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Exhibits:
 - Exhibit A: Standard Billing Rates
 - Exhibit B: Certificate of Liability Insurance
- .3 Other documents:
 - Appendix A: Scope of Project Sheet
 - Appendix B: Olsson proposal for engineering services
 - Appendix C: APMA proposal for Furniture, Fixtures & Equipment
 - Appendix D: Foodlines proposal for Food Service Design Consultant and Equipment Specialist
 - Appendix E: Alvine proposal for Acoustic Design

(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER

Springfield Platteview Community Schools

ARCHITECT

Alley Poyner Macchietto Architecture Incorporated

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Jay M. Palu, AIA Partner)

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Sarpy County School District 77-0046, commonly known as Springfield Platteview Community Schools, referred to herein as the "Board" and "District" respectively, and **Jack Fritch**, a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the District for a school year, which shall begin on or about August 5th, 2026, and conclude on or about May 21st, 2027 and shall consist of 184 contract days of service. Teacher accepts such employment at a salary based upon placement on **Step 1 of Lane BA** of the salary schedule.

FIRST: Teacher's salary shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September, 2026, and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives and all state and federal statutes, rules, and regulations. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

FOURTH: A majority of the Board members may cancel, amend, or terminate this contract during its term for any of the following reasons:

(a) cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) a breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) physical or mental incapacity; (i) immorality; and (j) any conduct that interferes substantially with the teacher's continued performance of duties. Cancellation, nonrenewal, termination, or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: Upon termination of this contract, Teacher shall immediately return all District property to the District.

SEVENTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

EIGHTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security, and any legally required deductions and deductions based on benefit elections. This contract is subject to the School Employee Retirement Act. Teacher shall be responsible to pay for damage to District property caused by the Teacher's reckless or intentional actions.

NINTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

TENTH: Teacher shall report to the District within 24 hours any arrest, criminal charge, or criminal conviction of Teacher. Teacher shall report to the District within 24 hours any filing against the Teacher under section 43-247 of the Nebraska statutes or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect.

ELEVENTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TWELFTH: Teacher's failure to return a signed copy of the contract to the Superintendent of Schools or Secretary of the Board of Education of the District on or before **Thursday, January 8, 2026** shall constitute a rejection of this offer of employment.

THIRTEENTH: Other Contract Terms: [THESE MAY INCLUDE TERMS SUCH AS RESIGNATION DEADLINES AND OTHERS NOT ALREADY COVERED BY THE COLLECTIVE BARGAINING AGREEMENT].

By: Jack C. Fritch
Teacher

Date: 1/6/2026

By: _____
Board President

Date: _____

Attest: _____
Board Secretary

Date: _____

ANNUAL REPORT

Another Excellent Year!





SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

765 Main St., Springfield, NE 68059

P: (402) 592-1300



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Dear Springfield Platteview Community,

The 2024–25 school year provides another opportunity to celebrate who we are as a district while continuing the intentional planning that guides our future. For the third consecutive year, Springfield Platteview Community Schools earned an **“Excellent”** district classification, reflecting the commitment of our students, staff, families, and community.

We remain focused on strong academics and college- and career-readiness, while continuing to elevate attendance as a critical component of student success. Students learn best when they are present, connected, and engaged, making attendance a districtwide priority supported through care, communication, and partnership.

Our work is guided by the district strategic plan adopted in 2023 and reaffirmed during the Nebraska Department of Education’s 2024 external visit. The Board of Education approved three district goals focused on planning for growth, strengthening our Multi-Tiered System of Support (MTSS), and implementing a comprehensive safety plan. This work happens daily across our schools, classrooms, and teams in service of every student.

This Annual Report highlights district finances, enrollment, and assessment results, along with key accomplishments and priorities. We extend our sincere thanks to our students, staff, families, and community for their continued support, partnership, and belief in our schools. Together, we are creating a place where every student can thrive and connect their passions to their potential.

Dr. Ryan Saunders

Superintendent
Springfield Platteview Community Schools

THANK YOU

To Our Students, Staff, Parents, Community!



SCAN THE QR CODE
BELOW FOR THE FULL
SPCS NDE PROFILE.



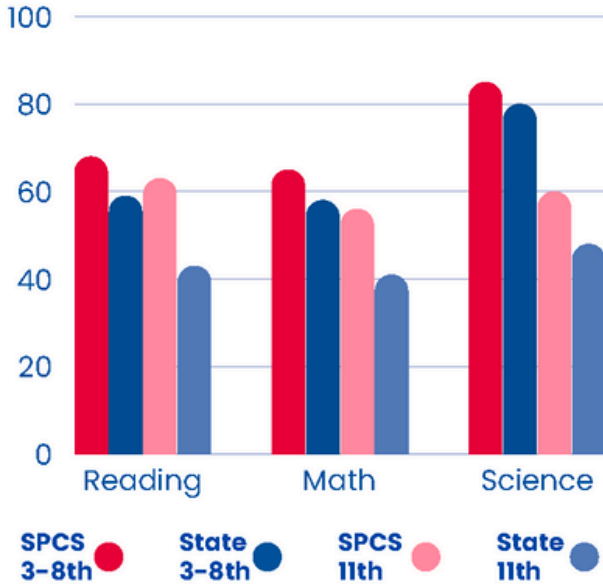


SPCS DATA SUMMARY

Springfield Platteview Community Schools is anchored in pride, gratitude, and strong relationships. We maintain high expectations, prioritize student needs, and strive to **connect passion with potential**, so every learner is known, supported, and prepared for meaningful future success.

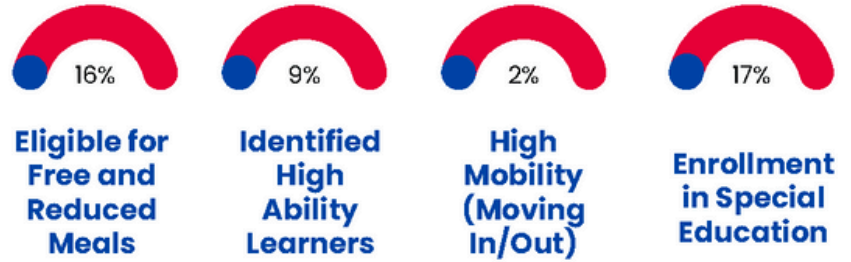
2024-2025

NSCAS GROWTH

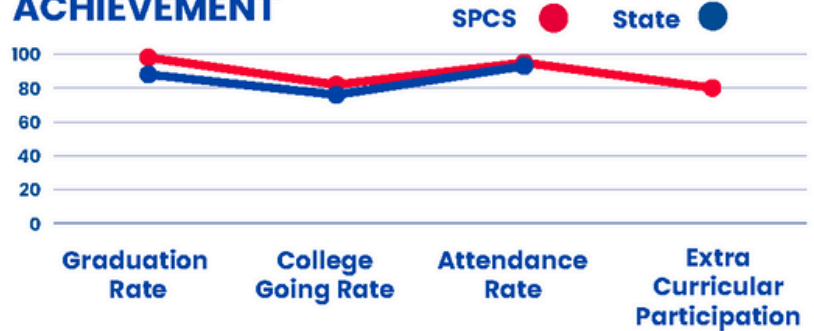


In Spring 2025, SPCS administered the NSCAS assessments, which measure reading and math in grades 3-8 and science in grades 5, 8, and 11. Students in grades 3-8 take NSCAS MAP, and grade 11 students take the ACT.

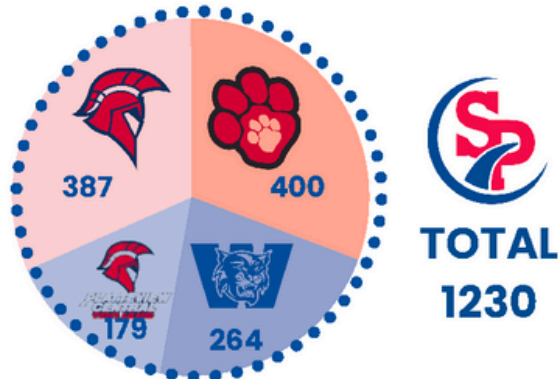
INFORMATION BY STUDENT GROUP



ACHIEVEMENT



ATTENDANCE SUMMARY



OUTSTANDING EDUCATORS



SPCS SCHOOL CLASSIFICATIONS



EXCELLENT



EXCELLENT



GREAT



GREAT



EXCELLENT

»» OUR DISTRICT

Springfield Platteview Community Schools is a district guided by pride in who we are, gratitude for those we serve, and strong relationships that anchor our work. We do our best each day to ensure students are known, valued, and supported, and we continually strive to make “kids first” more than a motto. It is the intention behind every decision we make. With dedicated staff, supportive parents, and a community that stands behind its schools, we work to maintain high expectations while fostering a culture of care and belonging.

We prepare students for a rapidly changing world by intentionally integrating innovative practices, creativity, and college- and career-readiness skills across PK-12. Problem-solving, communication, collaboration, adaptability, and future-focused learning experiences equip students with what they need for success beyond graduation. By meeting learners where they are and helping them grow into who they are meant to become, we create environments that challenge, support, and inspire. Springfield Platteview Community Schools continues to be a place where students thrive, dreams take shape, and success is shared.

OUR COMMUNITY

Springfield Platteview Community Schools includes two preschool programs, two elementary schools K-6; one junior high, grades 7-8; and one high school, grades 9-12. Springfield Platteview Community Schools is approximately 90 sq/mi south of the Omaha metro area. It is located in southern Sarpy County. The district includes the communities of Springfield and many other Sanitary Improvement Districts in south Sarpy County acreages and farmland.

OUR MISSION

The mission of Springfield Platteview Community Schools is to ensure that all students acquire the college and career-ready skills and behaviors necessary for each student to succeed now and into their future. Personalized attention and small-town values make Springfield Platteview Community Schools a great place to learn and grow. Due to these attributes, we pride ourselves on high achievement scores, graduation rates, and lower discipline issues.



SCHOOL EVALUATION REPORT: AQuESTT

How Do We Support Student Success?

AQuESTT—the Accountability for a Quality Education System, Today and Tomorrow—is Nebraska’s statewide framework for measuring how schools support student success. Rather than focusing only on traditional performance indicators, AQuESTT evaluates schools through a next-generation accountability system that emphasizes continuous improvement, whole-child development, and high-quality experiences for every learner. The model is organized around five Standards of Success: School Culture, Curriculum & Extracurricular Opportunities, Educator Effectiveness, Stakeholder Involvement, and Leadership/Operations.

Using these standards, the state classifies schools and districts into four levels: **Excellent, Great, Good, and Needs Improvement**. We are incredibly proud that Springfield Platteview Community Schools has earned an **EXCELLENT** district classification for the third year in a row—an achievement that is difficult to earn and even harder to sustain. This honor reflects the collective effort of our students, staff, families, and community, and it is a recognition we do not take for granted. Each building in our district received a designation of Great or Excellent, underscoring the strength, consistency, and care found across all of SPCS.

The 2024–2025 classification is based on last year’s data and continues to affirm the steady, purposeful work happening throughout our schools. While we celebrate this accomplishment with gratitude and pride, we remain committed to improving, growing, and striving for high levels of excellence for every student, every day.

SPCS School Classifications: Springfield Elementary, Excellent; Westmont Elementary, Excellent; Platteview Central, Great; Platteview High, Great; and Springfield Platteview Community School district, Excellent.



SPCS 2026 BOND

Information

The Springfield Platteview Community Schools Board of Education voted unanimously on Monday, Dec. 8, 2025, to move the proposed bond to a mail-in ballot election.

Mail-in ballots will be due February 10, 2026.

The 2026 school bond project is designed to enhance safety and security, address facility needs, and support future growth in the community.

The district is currently gathering information, assessing priorities, and working with construction experts, staff, and community members to help guide the process.



SAFETY & SECURITY

- A newly constructed **building addition, including added classroom space, will link PC and PHS**, improving safety and security for students moving between campuses and preparing for future growth.
- **Secure entrances** at both schools to improve visitor control and enhance daily safety for students and staff.



EXPANDED STUDENT PROGRAMS

- More **classroom space** to keep pace with rising enrollment and avoid overcrowding.
- Upgraded and expanded Career & Technical Education spaces to give students access to **modern, real-world learning opportunities** and workforce pathways.



BUILDING IMPROVEMENTS

- Infrastructure upgrades and replacements at Platteview High School, including roof, HVAC, and other building systems, to maintain **safe, functional learning environments**.
- Updates and maintenance to **extend the life** of existing school buildings and protect taxpayer investment.



FUTURE GROWTH

- New elementary school to serve the 700+ planned homes in the Oak Leaf development and **prevent overcrowding** districtwide.
- Facilities sized for long-term growth so SPCS can **expand responsibly and sustainably** as the community grows.

TAX LEVY RATES



\$.5919
SPCS RATE

The district's general, bond, building, and Quality Capital Funds determined the tax levy. Springfield Platteview Community Schools has the lowest tax rates in the Omaha Metro area.

As a district, we have always believed that we are distinctive and have a strong community. When reviewing the financial data, we know that we are providing our students with an outstanding education while closely monitoring the district's spending.

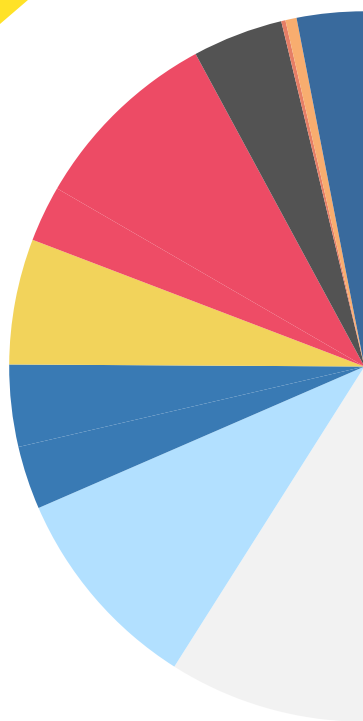
The district decreased the tax levy again for 2024-2025. The tax levy is expected to be stable or decrease until more residential growth occurs. Since The Learning Community's common levy was removed in the 2017- 2018 school year, the district has been able to use the additional funding to improve facilities and programs.

AREA SCHOOL DISTRICT TAX LEVY RATES

Springfield Platteview	0.5919
DC West	0.7677
Elkhorn	1.0112
Westside	1.0956
Omaha	1.1079
Millard	1.118
Papillion	1.1236
Louisville	1.1277
Bellevue	1.1576
Ralston	1.1932
Plattsmouth	1.2098
Gretna	1.3497
Bennington	1.358



2024-2025 EXPENDITURES



TOTAL EXPENDITURES

\$20,636,901.35

All Instruction Expenditures	\$12,624,725.61	61.18%
Support Services - Students	\$1,982,905.38	9.61%
Support Services - Instruction	\$566,995.60	2.75%
General Administration	\$697,645.03	3.38%
Office of the Principal Expenditures	\$1,130,985.37	5.48%
Central Services	\$527,699.91	2.56%
Maintenance & Operation Expenditures	\$1,588,183.85	7.70%
Support Services - Pupils Transportation	\$947,372.46	4.59%
State Categorical Programs	\$85,252.73	0.41%
Other Expenditures	\$100,000.00	0.48%
Total Federal Programs	\$385,135.41	1.87%
Total Expenditures	\$20,636,901.35	100%

DISTRICT REVENUE SUMMARY

CATEGORY

Local Receipts	\$10,303,308.95
County Receipts	\$39,700.06
State Receipts other than TEEOSA	\$6,468,480.24
State Aid (TEEOSA)	\$3,215,648.00
Federal Receipts	\$1,157,022.04
Total Other Financing Sources	\$0.00
Total Receipts	\$21,184,159.29

AMOUNT



Expenditure information is the most recent available for district reporting from the Nebraska Department of Education (NDE).

OUR MISSION & STRATEGIC PLAN

1

STRATEGIC GOALS

Planning for growth as it relates to facilities, staffing, systems, and processes.

2

Implement and revise the Multi-Tiered System of Support (MTSS) model with fidelity throughout the district to support the academic, career, and behavioral instruction and intervention to prepare and empower students.

3

Implement a comprehensive safety plan to maximize the security of our stakeholders.



Springfield Platteview Community Schools

BOARD OF EDUCATION



The Springfield Platteview Community Schools Board of Education oversees the management of the district schools and is the policy-making body. The board has overall responsibility for the curriculum, school taxes, budget, employment of the superintendent and other professional staff, and facilities.

The Board has played a pivotal role in shaping the district's strategic vision, driving exceptional student achievement on both state and national assessments, and ensuring that every student, regardless of their path—college-bound or career-focused—has **access to the opportunities and resources they need to succeed.**

The Board of Education believes in creating an outstanding culture in which our teachers can teach and our students can learn. They also believe in a rigorous curriculum, effective teachers, competitive facilities, and exceptional parent involvement.



THANK YOU

To Our Board of Education!

The governing board includes six elected members who serve, without compensation, for a term of four years. Pictured above Left to Right: Lee Smith, President; Brenda Guenther, Secretary; Brian Osborn, Treasurer; Brett Kreifels, member; Mike Patera, Member, and Kyle Fisher, Vice President. Learn more about the Education Foundation: <https://spcsne.org/board-of-education/>.

SPRINGFIELD PLATTEVIEW EDUCATION FOUNDATION



FUNDING & ENHANCING EDUCATIONAL PROGRAMS

The SPCS Foundation provides avenues where individuals, organizations, and businesses can help support the school system through tax-deductible contributions. We use these monies to supplement our programs and provide for the unfunded needs of our educational community. The Foundation is a legally incorporated and non-profit organization established in accordance with state and federal tax guidelines.

The goals and objectives of the SPCS Education Foundation are very simple. We want to improve educational opportunities within the district by providing additional resources for a variety of academic, vocational, and extracurricular programs. These programs directly benefit students, faculty, and the community.

FOUNDATION BOARD OF DIRECTORS

- Gene Lieneman, President
- Keith Hentzen, Vice President
- Dr. Ryan Saunders, Treasurer
- Jacob Betsworth, Member
- Chris Dill, Member
- Brenda Guenther, Member
- Travis Jacott, Member
- Brett Kreifles, Member
- Tim Lorenz, Member
- Tom Marshall, Member
- Jodi Kohl, Executive Director
- Financial Advisors, John Wright & Morgan Stanley



MISSION

The mission of the Springfield Platteview Education Foundation is to support students and staff by funding and enhancing educational programs within the Springfield Platteview Community School district.

THANK YOU

For Your Continued Support!



OUR BUILDINGS

ADMINISTRATION BUILDING

Springfield Platteview Community Schools
Superintendent: Dr. Ryan Saunders
Director of Learning: Heidi Zierott
Director of Special Services: Jacci Lucas
765 Main St., Springfield, NE 68059
P: (402) 592-1300

PLATTEVIEW HIGH SCHOOL

Grades Served: 9-12
Principal: Michael McLaughlin
Vice Principal & Athletics/Activities Director: Josh Siske
14801 S. 108th St., Springfield, NE 68059
P: (402) 339-3606

PLATTEVIEW CENTRAL JR. HIGH SCHOOL

Grades Served: 7-8
Principal: Darin Johnson
14801 S. 108th St.
Springfield, NE 68059
P: (402) 339-5052

SPRINGFIELD ELEMENTARY SCHOOL

Grades Served: Preschool-6
Principal: Megan Hanson
940 Main St.
Springfield, NE 68059
P: (402) 253-2245

WESTMONT ELEMENTARY SCHOOL

Grades Served: Preschool-6
Principal: Melissa Hasty
13210 Glenn St.
Omaha, NE 68138
P: (402) 895-9602



PUBLIC NOTICES



NEBRASKA SEAT BELT/SAFETY REMINDER

All children up to age eight must ride correctly secured in a federally approved car seat or booster seat. This requirement is effective for all persons operating a motor vehicle within the State of Nebraska. No matter the length of the trip, all riders should buckle up at all times in a motor vehicle.

NOTICE OF NON-DISCRIMINATION

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: <https://www.spcsne.org/Title-IX-Information>. Title IX Coordinator: Jacci Lucas, 765 Main Street, Springfield, NE 68059; jacci.lucas@spcsne.org.

SPECIAL EDUCATION CHILD FIND

Any resident of the Springfield Platteview Community Schools may refer a child for special education services because of speech, language, hearing, visual, physical or behavioral impairment, learning disabilities, or struggles with meeting developmental milestones. Additional information can be found at: <https://www.springfieldplatteview.org/Special-Education>.

STUDENT ASSISTANCE PROGRAM

The Springfield Platteview Community Schools makes available a student assistance team through each school building to provide problem-solving and assistance for students and families who may be experiencing obstacles academically and/or emotionally. Please contact your child's school to discuss this in further detail.

DISTRICT WELLNESS

The District is committed to being responsive to community input, which begins with awareness of the district wellness policy. If anyone is interested in helping to support the work of this committee, please visit the district website at <https://www.springfieldplatteview.org/Teaching-and-Learning> to learn more.

TEACHER QUALIFICATION

As part of the federal No Child Left Behind legislation, all parents have the right to request information about teacher qualifications. General information about district teacher qualifications is available on the Nebraska Department of Education website (www.education.ne.gov) as part of the State of the Schools report. Specific requests for teacher qualification information should be directed to the Superintendent of Springfield Platteview Community Schools.



THANK YOU

For Everything.

spcsne.org



**Future Planning
January 2026**

1/19/26	No School
1/21/26	Foundation Board Meeting 7:30 a.m.
1/25-1/31	Nebraska School Board Recognition Week
1/26/26	Legislative Issues Conference @ Lincoln
1/26/26	Policy Committee Meeting 6:30 p.m. Work Session Meeting 7:00 p.m.
2/9/26	TBD Committee Meeting 6:00 p.m. Finance Committee Meeting 6:30 p.m. Regular Board Meeting 7:00 p.m.
2/11-2/12	Early Dismissal - Parent Teacher Conferences
2/13 & 2/16	No School - Comp Day & President's Day
2/23/26	Policy Committee Meeting 6:30 p.m. Work Session Meeting 7:00 p.m.

