

Minden Public Schools
Board of Education
Board of Education Regular Meeting
C.L. Jones Middle School
520 West Third
Minden, NE 68959
Monday, August 10, 2015 7:30 PM

1. Roll Call
2. Minutes
3. Public Comment
4. Financial Reports – Action Items
 - 4.a. Consider, Discuss, and Take Action on Financial Reports
5. Old Business – Action Items
 - 5.a. Consider, Discuss, and Take Action on Bills – General Fund
6. Discussion Only
 - 6.a. Report from Superintendent
 - 6.b. Reports from Administrators
 - 6.c. Facilities Update
7. New Business
 - 7.a. Consider, Discuss, and Take Action on the 2nd Reading of the Following Policies:
Amendments to Policy 3540 Bidding Construction Projects; Amendments to Policy 3560 Records Management; Amendments to Policy 6115 Fire Drills, Emergency Plans; Policy 6286 Return to Learn from Cancer; Policy 6600 Special Education; Amendments to Policy 7050 Bids and Contracts; Amendments to Policy 9340 Minutes
 - 7.b. Consider, Discuss, and Take Action on the 1st Reading of Policy 1108 Community Access - Fitness Areas
 - 7.c. Consider, Review, and Authorize a Contract for Materials Testing and Special Inspections for the Site Grading and Building Overexcavation in Early Site Package
 - 7.d. Consider, Discuss, and Take Action on an Amendment to the DLR Professional Services Agreement
 - 7.e. Consider, Discuss, and Take all necessary action with regard to the Final and Revised Guaranteed Maximum Price proposal submitted by Boyd Jones Construction, Construction Manager for the new Minden High School building and additions and renovations to the Minden Middle School building projects.
8. Additional Information
9. Adjournment

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
July 13, 2015**

The agenda for the July 13, 2015 meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Agendas were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office and published in the local paper.

The board meeting began at 7:32 pm with all board members present, except Jacobsen.

Motion by Rhynalds and second by Glanzer to approve the minutes from the meeting held June 8. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Raun, aye; Rhynalds, aye. Motion carried.

Jacobsen entered at 7:35 pm.

Motion by Carpenter and second by Raun to approve the financial reports. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Grams to approve the claims against the General Fund. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Carpenter to authorize Dr. Melissa Wheelock as the authorized representative of the Minden Public Schools district to sign claims and forms for all federal programs for the 2015-16 school year. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to approve the Perry Law Firm to remain as the district's legal counsel for 2015-16. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Carpenter to approve the Minden Exchange Bank and the First Bank and Trust of Minden as the depository banks for the district in 2015-16. Roll call: Carpenter, aye; Glanzer, aye; Grams, abstain; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Jacobsen to select The Minden Courier as the district newspaper for 2015-16. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Raun and second by Grams to approve the auditing services of Dana F. Cole for the 2014-15 audit. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to reaffirm Policy 6370 Multicultural Education with no changes recommended. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Carpenter to approve the first reading of the amendments to Policy 3540 Bidding Construction Projects. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Carpenter to approve the first reading of the amendments to Policy 3560 Records Management. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Jacobsen to approve the first reading of the amendments to Policy 6115 Fire Drills, Emergency Plans. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Glanzer to approve the first reading of Policy 6186 Return to Learn from Cancer. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Raun to approve the first reading of the amendments to Policy 6600 Special Education. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Raun and second by Glanzer to approve the first reading of the amendments to Policy 7050 Bids and Contracts. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Grams to approve the first reading of the amendments to Policy 9340 Minutes. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Glanzer to suspend the two readings practice per Policy 9230 for the purpose of adopting Policy 1200 Anti-Harassment. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Carpenter to suspend the two readings practice per Policy 9230 for the purpose of adopting Policy 4002 Equal Opportunity Employment. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to suspend the two readings practice per Policy 9230 for the purpose of adopting Policy 4003 Anti-Discrimination. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Raun and second by Glanzer to suspend the two readings practice per Policy 9230 for the purpose of adopting Policy 5401 Equal Opportunity. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to accept with regret the resignation of Jane Blum. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to approve the 2015-16 East Elementary, C.L.Jones, High School, and Staff Handbooks. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Glanzer to approve the extra-duty assignments and authorize Phil Hoyt and Dr. Melissa Wheelock to fill any open positions. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Carpenter to approve the purchases for the band and vocal departments. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Glanzer to approve utility vehicle purchase of a Gator TX from Landmark Implement. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Jacobsen to approve the floor scrubber purchase. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Glanzer to approve the ceiling and roof repair. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Glanzer to approve the Preliminary Guaranteed Maximum Price (GMP) Proposal submitted by Boyd Jones Construction, Construction Manager at Risk for the new Minden High School building and additions and renovations to the Minden Middle School building, in the sum of TWENTY-TWO MILLION, FIVE HUNDRED TWENTY-ONE THOUSAND, SIX HUNDRED AND TWENTY DOLLARS (\$22,521,620.00) dated July 10, 2015 in the form attached to this Motion, PROVIDED that such approval is subject to: (1) the submission of a Final Guaranteed Maximum Price by Boyd Jones Construction following the receipts of bids for masonry, mechanical, electrical and steel bid packages based upon 90% construction documents; and, (2) the agreement by Boyd Jones Construction set forth in the Preliminary Guaranteed Maximum Price that the Final Guaranteed Maximum Price shall not exceed the Preliminary Guaranteed Maximum Price approved by this Motion. And further and

hereby does authorize the President of the Board of Education to execute a Preliminary Guaranteed Maximum Price addendum to the CM@R contract with Boyd Jones Construction consistent with this Motion, and to take all other actions necessary to carry such agreement into effect. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Raun and second by Jacobsen to renew our membership in the Nebraska Rural Community Schools Association. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to approve the high school iPad, Chromebook, keyboard, and computer cart purchases. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Carpenter to designate Shelia Sanford and Jeremy Knajdl as the authorized representatives of the Minden Public Schools Food Service Program for the 2015-16 school year. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Glanzer to authorize and direct the Superintendent or his/her designee to dispose of all obsolete furniture, books, materials, and equipment in the most favorable manner to the District in accordance with all laws, rules, and regulations pertaining to such disposition. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

At 8:44 pm, a motion was made by Carpenter and second by Glanzer to adjourn the meeting. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Secretary, Board of Education

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
July 23, 2015**

The agenda for the July 23, 2015 special meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. The agenda was posted in the superintendent's office.

The board meeting began at 7:31 pm with all board members present, except Rhynalds.

Motion by Grams and second by Glanzer to approve a contract with Jordan Reinertson as High School Business Teacher for the 2015-16 school year, pending background check. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye. Motion carried.

At 7:52 pm, a motion was made by Carpenter and second by Jacobsen to adjourn the meeting. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye. Motion carried.

Secretary, Board of Education

MINDEN PUBLIC SCHOOLS
TREASURER'S REPORT
July 31, 2015

SCHOOL BALANCE - June 30, 2015			\$172,378.96
Current Months Receipts			\$118,133.31
Transfers from Investments			\$550,000.00
Total Beginning Balance and Receipts			\$840,512.27
Less: Disbursements			\$792,926.21
Transfer to Investments			\$0.00
Total Disbursements			\$792,926.21
SCHOOL BALANCE - July 31, 2015			\$47,586.06
BALANCE PER BANK STATEMENT - July 31, 2015			\$48,594.37
Deposits In Transit			\$0.00
LESS : Outstanding Checks			\$1,008.31
RECONCILED BANK BALANCE - July 31, 2015			\$47,586.06
(Balance - July 31, 2014 = \$75,588.01)			
GENERAL FUND INVESTMENTS			\$4,045,388.77
Money Market Minden Exchange	\$2,823,977.90	0.15% demand	
Money Market First Bank	\$1,221,410.87	0.25% demand	
(Balance July 31, 2014 = \$3,134,464.29)			
DEPRECIATION FUND INVESTED			\$623,216.85
Money Market Minden Exchange Bank	\$97,806.93	0.15% demand	
Money Market First Bank	\$525,409.42	0.25% demand	
Checking Minden Exchange Bank	\$0.50		
(Balance July 31, 2014 = \$621,758.52)			
EMPLOYEE BENEFITS FUND			\$35,152.67
Money Market First Bank	\$35,152.67	0.25% demand	
(Balance July 31, 2014 = \$35,064.90)			
BUILDING FUND			\$14,581,544.64
Money Market Minden Exchange Bank	\$2,016,025.46	0.15% demand	
Money Market First Bank	\$57,363.49	0.25% demand	
Money Market First Bank - HS Constr. Acct.	\$5,406,814.25	0.25% demand	
NE Liquid Asset Fund - HS Constr. Acct.	\$7,101,339.91		
Checking Minden Exchange Bank	\$1.53		
(Balance July 31, 2014 = \$1,560,423.29)			
LUNCH FUND			\$85,144.30
Money Market First Bank	\$7,924.44	0.05% demand	
Checking First Bank	\$77,219.86		
(Balance July 31, 2014 = \$70,345.30)			
FUNDS PLEDGED FOR DEPOSITS			
Minden Exchange Bank	\$6,540,132.02	Plus 250M FDIC	
First Bank	\$7,960,000.00	Plus 250M FDIC	

William Johnson, Treasurer

Monthly Board Report All Expenses

Account	Description	Budgeted	Disbursed	Balance Remaining	Percentage Spent
1-1100	Instructional Supplies & Services	\$538,452.48	\$365,396.60	\$173,055.88	67.86%
1-1100-110	Instructional Salaries & Benefits	\$4,173,545.32	\$4,112,336.29	\$61,209.03	98.53%
1-1125	Academic Intervention Supplies & Service	\$3,850.00	\$150.03	\$3,699.97	3.90%
1-1125-110	Academic Intervention Salaries & Benefits	\$106,991.06	\$103,998.62	\$2,992.44	97.20%
1-1200	SPED Supplies & Services	\$99,150.00	\$52,561.04	\$46,588.96	53.01%
1-1200-110	SPED Salaries & Benefits	\$1,096,132.18	\$976,276.17	\$119,856.01	89.07%
1-1290	Preschool Supplies & Services	\$30,750.00	\$13,299.58	\$17,450.42	43.25%
1-1290-110	Preschool Salaries & Benefits	\$51,808.66	\$46,279.54	\$5,529.12	89.33%
1-1310	Gifted Supplies & Services	\$2,100.00	\$626.00	\$1,474.00	29.81%
1-1310-110	Gifted Salaries & Benefits	\$44,632.51	\$44,577.65	\$54.86	99.88%
1-2120	Guidance Supplies & Services	\$4,075.00	\$1,534.87	\$2,540.13	37.67%
1-2120-110	Guidance Salaries & Benefits	\$253,380.33	\$247,009.64	\$6,370.69	97.49%
1-2130	Health Services	\$43,084.02	\$37,462.39	\$5,621.63	86.95%
1-2150	Safety & Security	\$20,000.00	\$6,803.99	\$13,196.01	34.02%
1-2190	Activities Supplies & Services	\$30,000.00	\$29,608.74	\$391.26	98.70%
1-2190-110	Activities Salaries & Benefits	\$187,310.91	\$143,167.32	\$44,143.59	76.43%
1-2210	ESU Grant	\$2,056.74	\$500.00	\$1,556.74	24.31%
1-2212	Staff Training and Curriculum Development	\$0.00	\$3,047.88	-\$3,047.88	#DIV/0!
1-2215	Assessment Coordinator Supplies & Service	\$1,500.00	\$207.00	\$1,293.00	13.80%
1-2215-110	Assessment Coordinator Salary & Benefits	\$36,218.95	\$33,372.07	\$2,846.88	92.14%
1-2222	Media Center Supplies & Services	\$26,242.25	\$26,047.52	\$194.73	99.26%
1-2222-110	Media Center Salaries & Benefits	\$219,533.77	\$217,778.62	\$1,755.15	99.20%
1-2310	Board of Education	\$81,770.63	\$66,395.16	\$15,375.47	81.20%
1-2320	Executive Administration Supplies & Services	\$14,750.00	\$6,797.26	\$7,952.74	46.08%
1-2320-110	Executive Administration Salaries & Benefits	\$227,320.96	\$226,448.26	\$872.70	99.62%
1-2410	Principals Supplies & Services	\$13,745.00	\$8,459.26	\$5,285.74	61.54%
1-2410-110	Principals Salary & Benefits	\$499,543.07	\$492,241.99	\$7,301.08	98.54%
1-2500	Postage & Telephone	\$20,500.00	\$11,769.01	\$8,730.99	57.41%
1-2510	Business Administration	\$107,229.14	\$106,411.57	\$817.57	99.24%
1-2520	Non-Pupil Vehicle Fuel & Maintenance	\$20,500.00	\$6,936.07	\$13,563.93	33.83%
1-2610	Custodial Supplies & Services	\$116,459.32	\$51,910.65	\$64,548.67	44.57%
1-2610-110	Custodial Salaries & Benefits	\$178,918.91	\$184,714.05	-\$5,795.14	103.24%
1-2615	Utilities	\$292,300.00	\$255,161.93	\$37,138.07	87.29%
1-2620	Maintenance Supplies & Services	\$428,000.00	\$196,390.81	\$231,609.19	45.89%
1-2620-110	Maintenance Salaries & Benefits	\$154,578.32	\$121,467.07	\$33,111.25	78.58%
1-2620-300	Insurance	\$122,115.00	\$154,110.00	-\$31,995.00	126.20%
1-2750	Pupil Transportation Supplies & Services	\$174,000.00	\$69,178.74	\$104,821.26	39.76%
1-2750-110	Pupil Transportation Salaries & Benefits	\$132,133.40	\$126,009.99	\$6,123.41	95.37%
1-3135	High Ability Learners	\$7,200.00	\$7,277.00	-\$77.00	101.07%
1-3501	SCIP Grant	\$800.00	\$500.00	\$300.00	62.50%
1-4200	Title I Part A	\$100,158.00	\$105,386.12	-\$5,228.12	105.22%
1-4310	Title II Part A	\$23,415.00	\$23,415.00	\$0.00	100.00%
1-4400	Federal Funds	\$161,956.00	\$166,988.73	-\$5,032.73	103.11%
1-5000	Repayment of Taxes	\$0.00	\$56,815.37	-\$56,815.37	#DIV/0!
1-6000	Summer School	\$9,026.14	\$7,298.50	\$1,727.64	80.86%
1-8000	Interfund Transfers	\$50,000.00	\$0.00	\$50,000.00	0.00%
1-9000	Payroll Reimbursed by Other Funds/Agencies	\$0.00	\$9,923.62	-\$9,923.62	#DIV/0!
Totals		\$9,907,233.07	\$8,924,047.72	\$983,185.35	90.08%

2014/15 Projections vs. Actuals for General Fund As of July 31, 2015

Income

2014/15 Budgeted Income = \$9,383,840.07				Running Balance
Month	Projected Income	Actual Income	Over/(Under) Projection	Over/(Under) Projection
September	\$1,830,787.20	\$1,831,024.89	\$237.69	\$237.69
October	\$548,016.26	\$666,767.10	\$118,750.84	\$118,988.53
November	\$245,856.61	\$118,029.03	(\$127,827.58)	(\$8,839.05)
December	\$183,923.27	\$133,878.63	(\$50,044.64)	(\$58,883.69)
January	\$1,385,054.79	\$1,686,673.94	\$301,619.15	\$242,735.46
February	\$766,659.73	\$780,764.79	\$14,105.06	\$256,840.52
March	\$471,068.77	\$507,889.07	\$36,820.30	\$293,660.82
April	\$359,401.07	\$381,064.16	\$21,663.09	\$315,323.91
May	\$2,362,850.93	\$2,624,130.49	\$261,279.56	\$576,603.47
June	\$861,436.52	\$643,009.51	(\$218,427.01)	\$358,176.46
July	\$141,695.99	\$118,779.44	(\$22,916.55)	\$335,259.91
August	\$227,088.93			

Cash Flow

Month	Projected Cash Flow	Actual Cash Flow	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$946,071.29	\$1,008,926.81	\$62,855.52	\$62,855.52
October	(\$253,478.90)	(\$58,548.92)	\$194,929.98	\$257,785.50
November	(\$572,480.84)	(\$674,526.26)	(\$102,045.42)	\$155,740.08
December	(\$570,017.17)	(\$569,429.97)	\$587.20	\$156,327.28
January	\$558,791.55	\$973,325.45	\$414,533.90	\$570,861.18
February	(\$28,891.09)	\$64,982.99	\$93,874.08	\$664,735.26
March	(\$308,630.47)	(\$192,610.61)	\$116,019.86	\$780,755.12
April	(\$436,149.75)	(\$333,914.94)	\$102,234.81	\$882,989.93
May	\$1,547,485.65	\$1,880,754.33	\$333,268.68	\$1,216,258.61
June	(\$122,351.72)	(\$48,076.60)	\$74,275.12	\$1,290,533.73
July	(\$700,418.82)	(\$674,146.77)	\$26,272.05	\$1,316,805.78
August	(\$583,322.75)	\$0.00		

Expenses

2014/15 Budgeted Expenses = \$9,907,233.07				Running Balance
Month	Projected Expenses	Actual Expenses	Over/(Under) Projection	Over/(Under) Projection
September	\$884,715.91	\$822,098.08	(\$62,617.83)	(\$62,617.83)
October	\$801,495.16	\$725,316.02	(\$76,179.14)	(\$138,796.97)
November	\$818,337.45	\$792,555.29	(\$25,782.16)	(\$164,579.13)
December	\$753,940.44	\$703,308.60	(\$50,631.84)	(\$215,210.97)
January	\$826,263.24	\$713,348.49	(\$112,914.75)	(\$328,125.72)
February	\$795,550.82	\$715,781.80	(\$79,769.02)	(\$407,894.74)
March	\$779,699.24	\$700,499.68	(\$79,199.56)	(\$487,094.30)
April	\$795,550.82	\$714,979.10	(\$80,571.72)	(\$567,666.02)
May	\$815,365.28	\$743,376.16	(\$71,989.12)	(\$639,655.14)
June	\$983,788.24	\$691,086.11	(\$292,702.13)	(\$932,357.27)
July	\$842,114.81	\$792,926.21	(\$49,188.60)	(\$981,545.87)
August	\$810,411.68			

General Fund Balance

Beginning Reconciled GF Balance = \$2,716,239.32			
Month	Projected GF Balance	Actual Reconciled GF Balance	Over/(Under) Projection
September	\$3,662,310.61	\$3,726,830.53	\$64,519.92
October	\$3,408,831.71	\$3,666,583.66	\$257,785.50
November	\$2,836,350.87	\$2,992,090.95	\$155,740.08
December	\$2,266,333.70	\$2,422,660.98	\$156,327.28
January	\$2,825,125.25	\$3,395,986.43	\$570,861.18
February	\$2,796,234.16	\$3,460,969.42	\$664,735.26
March	\$2,487,603.69	\$3,268,358.81	\$780,755.12
April	\$2,051,453.94	\$2,934,443.87	\$882,989.93
May	\$3,598,939.59	\$4,815,198.20	\$1,216,258.61
June	\$3,476,587.87	\$4,767,121.60	\$1,290,533.73
July	\$2,776,169.05	\$4,092,974.83	\$1,316,805.78
August	\$2,192,846.30		

Lunch Fund Checks and Liabilities

Check Number	Date	Payee	Reason	Amount
EFT	7/7/2015	Sysco - EFT	Commodities	\$ 1,366.74
4952	7/7/2015	Cash-wa Distributing Co.	Commodities	\$ 166.04
4953	7/7/2015	Fifth Street IGA	Commodities	\$ 46.87
4954	7/7/2015	Wordware, Inc.	LCS 1000 Network Appliance	\$ 999.00
4954	7/7/2015	Wordware, Inc.	Shipping	\$ 25.71
4955	7/7/2015	Tiger Direct, Inc.	HP ProDesk 405 G1 Desktop PC	\$ 839.97
4955	7/7/2015	Tiger Direct, Inc.	Shipping	\$ 26.84
4956	7/7/2015	Roberts Dairy	Milk Products	\$ 543.54
2843	8/11/2015	Blue Cross Blue Shield	Health & Dental Insurance Premiums	\$ 1,435.61
2844	8/11/2015	Minden Public Schools	EE & ER Retirement Contributions	\$ 654.21
2844	8/11/2015	Minden Public Schools	Employee FEBA - Medical/Dental	\$ 83.26
2845	8/11/2015	Mps Payroll	EE & ER FICA, Medicare, & Federal Income Tax	\$ 627.02
2846	8/11/2015	Mps Payroll NE Income Tax	EE Nebraska Income Tax Withholding	\$ 50.87
2847	8/11/2015	Principal Life Insurance Company	ER Long-Term Disability Premiums	\$ 15.41
2848	8/11/2015	Guardian (The)	EE Life Insurance Premiums	\$ 30.10
Subtotal				\$ 6,911.19
Net Payroll - August 2015				\$ 2,458.77
Total Lunch Fund Disbursements - August 2015				\$ 9,369.96

Building Fund Liabilities - New High School Construction

Check Number	Date	Payee	Reason	Amount
EFT	8/11/2015	DLR Group, Inc.	Construction Documents - 80% Complete	\$ 182,579.76
EFT	8/11/2015	DLR Group, Inc.	Reimbursable Meals	\$ 69.09
EFT	8/11/2015	DLR Group, Inc.	Reimbursable Printing	\$ 171.24
EFT	8/11/2015	DLR Group, Inc.	Reimbursable Transportation/Mileage	\$ 467.20
EFT	8/11/2015	DLR Group, Inc.	Storm Water Plan/Utility Extension/Permit Preparation - 50% Complete	\$ 5,000.00
EFT	8/11/2015	Boyd Jones Construction Co.	CMR Monthly Fee	\$ 23,808.53
EFT	8/11/2015	Boyd Jones Construction Co.	Construction Effort	\$ 19,256.00
EFT	8/11/2015	Boyd Jones Construction Co.	Pre-Construction Effort	\$ 33,818.00
EFT	8/11/2015	Boyd Jones Construction Co.	Reimbursable Expenses	\$ 1,846.15
EFT	8/11/2015	Boyd Jones Construction Co.	Earthwork, Site Demo, Site Utilities, Erosion Control Phase	\$ 224.85
EFT	8/11/2015	Boyd Jones Construction Co.	Utility Relocation Phase	\$ 92,150.50
Subtotal - Liabilities Paid From Bond Proceeds				\$ 359,391.32
458	8/11/2015	Olsson Associates, Inc.	Assistant Technician Field Labor	\$ 2,765.23
458	8/11/2015	Olsson Associates, Inc.	Associate Engineer Labor	\$ 925.31
458	8/11/2015	Olsson Associates, Inc.	Vehicle Mileage	\$ 400.01
Subtotal - Liabilities Paid From Existing Building Fund Proceeds				\$ 4,090.55
Total Building Fund Liabilities - New High School Construction - August 2015				\$ 363,481.87

Total Minden HS Construction/MS Renovation Billings as of 7/21/15

Item #	Work Description	Original Budget	Change Orders	Current Budget	Total Work Previously Completed and Billed	Work Billed This Period	Materials Purchased and Stored	Total Completed & Stored	% Complete	Remaining Balance	Retainage
1	Pre-Bond Effort	\$6,527.00		\$6,527.00	\$6,527.00			\$6,527.00	100.00%	\$0.00	\$0.00
1	Pre-Construction Effort	\$35,960.00		\$35,960.00		\$33,818.00		\$33,818.00	94.04%	\$2,142.00	\$0.00
1	Construction Effort	\$574,628.00		\$574,628.00		\$19,256.00		\$19,256.00	3.35%	\$555,372.00	\$0.00
1	Reimbursable Expenses	\$298,846.00		\$298,846.00		\$1,846.15		\$1,846.15	0.62%	\$296,999.85	\$0.00
1	General Requirements	\$59,250.00		\$59,250.00				\$0.00	0.00%	\$59,250.00	\$0.00
1	Surveying	\$39,185.00		\$39,185.00				\$0.00	0.00%	\$39,185.00	\$0.00
1	Winter Conditions (gas, tenting, covering, blankets, thawing)	\$155,000.00		\$155,000.00				\$0.00	0.00%	\$155,000.00	\$0.00
2	Utility Relocate	\$232,205.00		\$232,205.00		\$102,389.45		\$102,389.45	44.09%	\$129,815.55	\$10,238.95
2	Earthwork, Site Demo, Site Utilities, Erosion Control	\$863,493.00		\$863,493.00		\$249.83		\$249.83	0.03%	\$863,243.17	\$24.98
2	Selective Demo in MS	\$50,000.00		\$50,000.00				\$0.00	0.00%	\$50,000.00	\$0.00
2	Termite Control	\$10,000.00		\$10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
2	Concrete Paving	\$542,418.00		\$542,418.00				\$0.00	0.00%	\$542,418.00	\$0.00
2	Site Signs, Striping, Sealants, Retaining Wall, Fence	\$73,136.00		\$73,136.00				\$0.00	0.00%	\$73,136.00	\$0.00
2	Sod/Seed/Temp. Water	\$19,675.00		\$19,675.00				\$0.00	0.00%	\$19,675.00	\$0.00
2	Landscaping Allowance	\$30,000.00		\$30,000.00				\$0.00	0.00%	\$30,000.00	\$0.00
3	Concrete Foundations	\$799,091.00		\$799,091.00				\$0.00	0.00%	\$799,091.00	\$0.00
3	Building Concrete Flatwork	\$652,712.00		\$652,712.00				\$0.00	0.00%	\$652,712.00	\$0.00
3	Hollow Cores	\$147,505.00		\$147,505.00				\$0.00	0.00%	\$147,505.00	\$0.00
3	Structural Precast	\$1,358,802.00		\$1,358,802.00				\$0.00	0.00%	\$1,358,802.00	\$0.00
4	Masonry	\$1,998,380.00		\$1,998,380.00				\$0.00	0.00%	\$1,998,380.00	\$0.00
5	Steel Fab	\$662,800.00		\$662,800.00				\$0.00	0.00%	\$662,800.00	\$0.00
5	Steel/HC/Precast Erection	\$647,500.00		\$647,500.00				\$0.00	0.00%	\$647,500.00	\$0.00
6	Woods	\$84,125.00		\$84,125.00				\$0.00	0.00%	\$84,125.00	\$0.00
7	Sheet Waterproofing	\$29,575.00		\$29,575.00				\$0.00	0.00%	\$29,575.00	\$0.00
7	Drain Tile at CIP Wall	\$4,200.00		\$4,200.00				\$0.00	0.00%	\$4,200.00	\$0.00
7	Fluid Applied Air Barrier	\$59,000.00		\$59,000.00				\$0.00	0.00%	\$59,000.00	\$0.00
7	Foam-in-Place Insulation Allowance	\$30,000.00		\$30,000.00				\$0.00	0.00%	\$30,000.00	\$0.00
7	Composite Wall Panels	\$105,148.00		\$105,148.00				\$0.00	0.00%	\$105,148.00	\$0.00
7	Roofing	\$772,075.00		\$772,075.00				\$0.00	0.00%	\$772,075.00	\$0.00
7	Fireproofing Allowance	\$10,000.00		\$10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
7	Building Sealants	\$58,000.00		\$58,000.00				\$0.00	0.00%	\$58,000.00	\$0.00
8	Door/Frame/Hardware Allowance	\$246,000.00		\$246,000.00				\$0.00	0.00%	\$246,000.00	\$0.00
8	Install Doors/Frames/HW	\$82,794.00		\$82,794.00				\$0.00	0.00%	\$82,794.00	\$0.00
8	Access Doors	\$6,000.00		\$6,000.00				\$0.00	0.00%	\$6,000.00	\$0.00
8	OH and Coiling Doors	\$62,425.00		\$62,425.00				\$0.00	0.00%	\$62,425.00	\$0.00
8	Storefront and Glass	\$315,328.00		\$315,328.00				\$0.00	0.00%	\$315,328.00	\$0.00
9	Drywall & Framing	\$384,000.00		\$384,000.00				\$0.00	0.00%	\$384,000.00	\$0.00
9	Tiling	\$77,541.00		\$77,541.00				\$0.00	0.00%	\$77,541.00	\$0.00
9	Acoustical Tile Ceilings	\$95,675.00		\$95,675.00				\$0.00	0.00%	\$95,675.00	\$0.00
9	Acoustical Wall and Ceiling Panel Allowance	\$82,255.00		\$82,255.00				\$0.00	0.00%	\$82,255.00	\$0.00
9	LVT & Carpet	\$263,719.00		\$263,719.00				\$0.00	0.00%	\$263,719.00	\$0.00
9	Wood Flooring	\$125,500.00		\$125,500.00				\$0.00	0.00%	\$125,500.00	\$0.00
9	Concrete Treated Flooring Systems	\$34,040.00		\$34,040.00				\$0.00	0.00%	\$34,040.00	\$0.00
9	Painting	\$287,634.00		\$287,634.00				\$0.00	0.00%	\$287,634.00	\$0.00
10	Toilet Partitions/Accessories/Specialties	\$64,156.00		\$64,156.00				\$0.00	0.00%	\$64,156.00	\$0.00
10	Visual Display Boards	\$30,852.00		\$30,852.00				\$0.00	0.00%	\$30,852.00	\$0.00
10	Signage Allowance	\$50,000.00		\$50,000.00				\$0.00	0.00%	\$50,000.00	\$0.00
10	Lockers	\$76,640.00		\$76,640.00				\$0.00	0.00%	\$76,640.00	\$0.00
11	Athletic Equipment Allowance	\$60,000.00		\$60,000.00				\$0.00	0.00%	\$60,000.00	\$0.00
12	Educational Casework	\$342,943.00		\$342,943.00				\$0.00	0.00%	\$342,943.00	\$0.00
12	Auditorium Rigging & Curtains Allowance	\$85,000.00		\$85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
12	Auditorium Seating	\$90,000.00		\$90,000.00				\$0.00	0.00%	\$90,000.00	\$0.00
12	Auditorium Lighting & Sound	\$564,513.00		\$564,513.00				\$0.00	0.00%	\$564,513.00	\$0.00

Total Minden HS Construction/MS Renovation Billings as of 7/21/15

Item #	Work Description	Original Budget	Change Orders	Current Budget	Total Work Previously Completed and Billed	Work Billed This Period	Materials Purchased and Stored	Total Completed & Stored	% Complete	Remaining Balance	Retainage
12	Bleachers (500 seats)	\$50,000.00		\$50,000.00				\$0.00	0.00%	\$50,000.00	\$0.00
13	Fire Sprinkler	\$210,900.00		\$210,900.00				\$0.00	0.00%	\$210,900.00	\$0.00
14	Elevator	\$68,100.00		\$68,100.00				\$0.00	0.00%	\$68,100.00	\$0.00
15	Plumbing & HVAC	\$4,385,800.00		\$4,385,800.00				\$0.00	0.00%	\$4,385,800.00	\$0.00
16	Electrical	\$2,527,953.00		\$2,527,953.00				\$0.00	0.00%	\$2,527,953.00	\$0.00
	CMR Fee (3.28% equal Installments of Total Fee/25 months = \$26453.92/mo.	\$661,348.00		\$661,348.00		\$26,453.92		\$26,453.92	4.00%	\$634,894.08	\$2,645.39
	Subcontractor Bond Allowance	\$150,000.00		\$150,000.00				\$0.00	0.00%	\$150,000.00	\$0.00
	CMR Bond	\$196,461.00		\$196,461.00				\$0.00	0.00%	\$196,461.00	\$0.00
	2% CMR Contingency	\$434,807.00		\$434,807.00				\$0.00	0.00%	\$434,807.00	\$0.00
	Total	\$22,521,620.00	\$0.00	\$22,521,620.00	\$6,527.00	\$184,013.35	\$0.00	\$190,540.35	0.85%	\$22,331,079.65	\$12,909.32

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Minden High School 07/01/2015 through 07/31/2015

Bank Statement Reconciliation Summary

Statement Balance	\$ 153,370.62
- Outstanding checks	\$ 10,851.15
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	<hr/> \$ 142,519.47
+ Investments	\$ 37,000.00
Book Balance	<hr/> \$ 179,519.47

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
08/11/2015	32403	Ameritas Life Insurance Corp.	EE 403(b) Contribution Withholding	\$ 250.00
08/11/2015	32404	Annuities Service Center	EE 403(b) Contribution Withholding	\$ 250.00
08/11/2015	32405	Blue Cross Blue Shield	EE & ER Health & Dental Insurance Premiums	\$ 102,666.44
08/11/2015	32406	Community Health Charities of Nebraska	EE Charitable Donations	\$ 20.00
08/11/2015	32407	DCI Credit Services, Inc.	EE Wage Garnishment	\$ 305.73
08/11/2015	32408	Horace Mann Life Insurance Company	EE 403(b) Contribution Withholding	\$ 5,750.00
08/11/2015	32409	Minden Public Schools	EE & ER Retirement Contributions	\$ 79,274.23
08/11/2015	32409	Minden Public Schools	EE Court Settlement	\$ 806.00
08/11/2015	32409	Minden Public Schools	Employee FEBA - Dependent Care	\$ 750.00
08/11/2015	32409	Minden Public Schools	Employee FEBA - Medical/Dental	\$ 4,964.98
08/11/2015	32410	Mps Payroll	EE & ER FICA, Medicare, & Federal Income Tax	\$ 100,167.66
08/11/2015	32411	Mps Payroll NE Income Tax	EE Nebraska Income Tax Withholding	\$ 13,692.57
08/11/2015	32412	New York Life	EE 403(b) Contribution Withholding	\$ 200.00
08/11/2015	32413	Pacific Life	EE 403(b) Contribution Withholding	\$ 300.00
08/11/2015	32414	Principal Life Insurance Company	ER Long-Term Disability Premiums	\$ 1,758.21
08/11/2015	32415	Guardian (The)	EE Life Insurance Premiums	\$ 604.35
08/11/2015	32432	Amax Contracting, Inc.	East Elementary Ceiling Tiles	\$ 99.84
08/11/2015	32433	Apple Computer	Hs iPads	\$ 39,900.00
08/11/2015	32434	AR Roofing, LLC	MS Roof Repairs	\$ 37,455.84
08/11/2015	32435	AS Central Services - OCIO	Distance Learning Services	\$ 236.79
08/11/2015	32436	ASCD	MS Principal Membership/Subscription	\$ 134.10
08/11/2015	32437	Aurora Cooperative	Fuel & Grounds Chemicals	\$ 231.47
08/11/2015	32438	Baldwin Construction, Inc.	Drywall Repairs	\$ 1,000.00
08/11/2015	32439	Bill's Plumbing	MS & HS Plumbing Repairs	\$ 90.95
08/11/2015	32440	Blick Art Materials	HS Art Supplies	\$ 22.06
08/11/2015	32440	Blick Art Materials	HS Art Supplies	\$ 174.19
08/11/2015	32441	Brown & Saegner	Classroom Supplies	\$ 1,996.32
08/11/2015	32441	Brown & Saegner	Classroom Supplies	\$ 812.89
08/11/2015	32442	Cardmember Service	HS iPad Keyboards	\$ 5,624.25
08/11/2015	32442	Cardmember Service	Nurse Supplies	\$ 499.85
08/11/2015	32442	Cardmember Service	East PE Supplies	\$ 43.00
08/11/2015	32442	Cardmember Service	East Elementary Supplies	\$ 108.04
08/11/2015	32442	Cardmember Service	East SPED Supplies	\$ 155.17
08/11/2015	32442	Cardmember Service	HS FCS Sewing Machine Pedals	\$ 314.93
08/11/2015	32442	Cardmember Service	East iPad Cases	\$ 69.95
08/11/2015	32443	Carter Electric	FB Field Sprinkler System Circuit Breaker	\$ 239.15
08/11/2015	32444	Cash-wa Distributing Co.	Ice Machine Filter	\$ 89.67
08/11/2015	32445	Centra Chemical Service, Inc.	Grounds Fertilizer and Grub Control	\$ 2,706.90
08/11/2015	32446	Cerebellum Corporation	4th Grade Educational Videos	\$ 206.40
08/11/2015	32447	Charter Communications	Distance Learning Services	\$ 312.31
08/11/2015	32448	City Of Holdrege	Landfill Dump Fee	\$ 16.50
08/11/2015	32448	City Of Holdrege	Landfill Dump Fee	\$ 6.48
08/11/2015	32449	City Of Minden	Utilities	\$ 17,490.26
08/11/2015	32450	Classroom Direct	Educational Supplies	\$ 30.08
08/11/2015	32451	Computer Hardware, Inc.	East Computer Repair	\$ 75.00
08/11/2015	32451	Computer Hardware, Inc.	East Computer Repair	\$ 119.00
08/11/2015	32451	Computer Hardware, Inc.	MS Computer Supplies	\$ 29.95
08/11/2015	32452	Conditioned Air Mechanical Systems & Service	MS HVAC Repair	\$ 470.00
08/11/2015	32452	Conditioned Air Mechanical Systems & Service	MS HVAC Repair	\$ 7,700.00
08/11/2015	32452	Conditioned Air Mechanical Systems & Service	MS HVAC Repairs	\$ 5,105.00
08/11/2015	32452	Conditioned Air Mechanical Systems & Service	East & HS HVAC Repairs	\$ 1,481.23
08/11/2015	32452	Conditioned Air Mechanical Systems & Service	MS HVAC Repairs	\$ 560.00
08/11/2015	32453	Constructive Playthings	Kindergarten Supplies	\$ 68.94
08/11/2015	32454	Cooperative Producers, Inc.	Grounds Chemicals	\$ 166.24
08/11/2015	32455	Depco, LLC	Industrial Tech Supplies	\$ 161.91
08/11/2015	32456	Dollar General	Kindergarten Supplies	\$ 59.50
08/11/2015	32456	Dollar General	Custodial Supplies	\$ 3.00
08/11/2015	32456	Dollar General	Custodial Supplies	\$ 11.00
08/11/2015	32457	Eakes Office Solutions	Copy Charges	\$ 4,550.02
08/11/2015	32458	Ebsco	East Library Periodicals	\$ 68.90

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
08/11/2015	32459	Educational Service Unit #10	PowerSchool Users Conference	\$ 120.00
08/11/2015	32460	Educational Service Unit #11	4th Quarter SPED Billing	\$ 2,306.29
08/11/2015	32460	Educational Service Unit #11	Software Subscriptions	\$ 9,695.69
08/11/2015	32460	Educational Service Unit #11	Workshop Billing	\$ 20.00
08/11/2015	32460	Educational Service Unit #11	High Ability Learner Services	\$ 7,277.00
08/11/2015	32461	Egan Supply Co.	HS Gym Refinishing Supplies	\$ 1,281.94
08/11/2015	32461	Egan Supply Co.	MS Floor Scrubber Repair	\$ 99.89
08/11/2015	32461	Egan Supply Co.	East Floor Scrubber Repair	\$ 6.95
08/11/2015	32462	Family Physical Therapy & Sports Center, P.C.	East OT/PT Services	\$ 183.00
08/11/2015	32463	Fifth Street IGA	HS SPED Supplies	\$ 16.08
08/11/2015	32464	Fifth Street Printing	Calendar & Envelope Printing	\$ 3,613.91
08/11/2015	32465	Follett Educational Services	Hs Library Supplies	\$ 84.77
08/11/2015	32466	Get Set for School	MS Life Skills Textbooks	\$ 35.00
08/11/2015	32467	Green Landscapes, Inc.	Re-route S Practice Field Sprinklers	\$ 1,062.75
08/11/2015	32468	Hollinger, Robin M	Kicks3 Training Meals	\$ 75.27
08/11/2015	32469	Hometown Leasing	Copier & Printer Lease	\$ 2,734.54
08/11/2015	32470	John Deere Financial	JD Mower Repair	\$ 883.19
08/11/2015	32471	Junior Library Guild	East Library Books	\$ 1,431.00
08/11/2015	32471	Junior Library Guild	HS Library Books	\$ 1,281.00
08/11/2015	32472	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 122.99
08/11/2015	32472	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 45.00
08/11/2015	32472	JW Pepper & Son, Inc.	HS Vocal Music Supplies	\$ 806.99
08/11/2015	32473	Kearney Hub	Employment Advertising	\$ 229.06
08/11/2015	32474	Landmark Implement Carquest	Van 5V2 Battery	\$ 108.76
08/11/2015	32474	Landmark Implement Carquest	East Floor Scrubber Repair	\$ 6.44
08/11/2015	32475	LandMark Implement, Inc.	John Deere Gator TX	\$ 8,121.73
08/11/2015	32476	Lerner Publishing Group	East Library Books	\$ 17.95
08/11/2015	32477	McGraw Hill School Education	3rd Grade Workbooks	\$ 298.98
08/11/2015	32477	McGraw Hill School Education	Treasures Reading Staff Development	\$ 5,000.00
08/11/2015	32478	Midwest Floor Specialists	Competition Gym Floor Refinishing	\$ 3,108.16
08/11/2015	32479	Miller Body Shop	05 Dodge Pickup Repairs	\$ 3,522.00
08/11/2015	32479	Miller Body Shop	Van 6V Repairs	\$ 368.00
08/11/2015	32479	Miller Body Shop	Van 7V1 Repair	\$ 500.00
08/11/2015	32479	Miller Body Shop	Van 7V1 Repair	\$ 298.40
08/11/2015	32480	Minden Courier	MS Media Center Subscription	\$ 28.00
08/11/2015	32480	Minden Courier	HS Media Center Subscription	\$ 28.00
08/11/2015	32480	Minden Courier	East Elementary Subscription	\$ 28.00
08/11/2015	32480	Minden Courier	Superintendent Office Subscription	\$ 35.00
08/11/2015	32480	Minden Courier	Board Postings	\$ 137.90
08/11/2015	EFT	Minden Exchange Bank - EFT	Direct Deposit Fees	\$ 28.55
08/11/2015	32481	Minden Hardware	Repairs & Supplies	\$ 263.50
08/11/2015	32481	Minden Hardware	Industrial Tech Supplies	\$ 59.51
08/11/2015	32482	Minden Lumber & Concrete	MS Repairs	\$ 23.97
08/11/2015	32482	Minden Lumber & Concrete	MS Smart Board Relocation	\$ 5.40
08/11/2015	32482	Minden Lumber & Concrete	MS Repairs	\$ 17.47
08/11/2015	32482	Minden Lumber & Concrete	Building Repair Tools	\$ 3.49
08/11/2015	32482	Minden Lumber & Concrete	Metals Shop Steel	\$ 53.40
08/11/2015	32483	Minden Office Supply	MS Chair Mats	\$ 212.77
08/11/2015	32483	Minden Office Supply	Bus Barn Supplies	\$ 5.05
08/11/2015	32484	Mps Payroll	Postage	\$ 275.00
08/11/2015	32485	Mps Petty Cash	Postage an Additional Money Kept On hand	\$ 42.72
08/11/2015	32486	Musician's Friend, Inc.	Hs Instrumental music Supplies	\$ 199.96
08/11/2015	32487	Napa Auto Parts	East Floor Scrubber Batteries	\$ 244.18
08/11/2015	32487	Napa Auto Parts	East Tool Set	\$ 67.40
08/11/2015	32487	Napa Auto Parts	HS Auto Shop Supplies	\$ 42.22
08/11/2015	32488	Nasco	MS Health Supplies	\$ 23.25
08/11/2015	32488	Nasco	HS FCS Supplies	\$ 55.90
08/11/2015	32488	Nasco	HS FCS Supplies	\$ 10.80
08/11/2015	32489	National Art & School Supplies, Inc.	Classroom Supplies	\$ 486.34
08/11/2015	32490	NCSA	Administrator Days Registration	\$ 555.00

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
08/11/2015	32490	NCSA	Administrator Days Registration	\$ 175.00
08/11/2015	32490	NCSA	2015-16 NCSA Membership	\$ 335.00
08/11/2015	32491	NE Dept of Labor - Elevator Safety	HS Elevator Inspection	\$ 140.00
08/11/2015	32492	NE Rural Community Schools Association	2015-16 NRCSA Membership	\$ 700.00
08/11/2015	32493	Nebraska DMV	Bus Driver Driving Records	\$ 48.00
08/11/2015	32494	Nebraska Fire Sprinkler Corp	East Annual Fire Sprinkler Inspection	\$ 230.00
08/11/2015	32494	Nebraska Fire Sprinkler Corp	MS Annual Fire Sprinkler Inspection	\$ 375.00
08/11/2015	32495	One Source	July Background Checks	\$ 74.00
08/11/2015	32496	Perma-Bound	MS Library Books	\$ 50.23
08/11/2015	32496	Perma-Bound	4th Grade Books	\$ 417.83
08/11/2015	32497	Perry, Guthery, Haase & Gessford, P.C., L.L.O	General Legal Fees	\$ 503.50
08/11/2015	32497	Perry, Guthery, Haase & Gessford, P.C., L.L.O	HS Construction Project Legal Fees	\$ 2,380.00
08/11/2015	32498	Presto-X Company	Pest Control Services	\$ 119.48
08/11/2015	32499	Really Good Stuff	4th Grade Supplies	\$ 162.35
08/11/2015	32500	Saxon: Houghton Mifflin Harcourt	Kindergarten Math Supplements	\$ 1,300.60
08/11/2015	32501	School Outfitters	HS Magnetic Marker Boards	\$ 762.16
08/11/2015	32502	School Specialty, Inc.	MS PS Supplies	\$ 81.90
08/11/2015	32502	School Specialty, Inc.	HS Math Supplies	\$ 3.46
08/11/2015	32503	Source Gas, LLC	Activity Building Natural Gas	\$ 384.73
08/11/2015	32503	Source Gas, LLC	East Natural Gas	\$ 382.13
08/11/2015	32503	Source Gas, LLC	HS Natural Gas	\$ 194.02
08/11/2015	32503	Source Gas, LLC	MS Natural Gas	\$ 302.07
08/11/2015	32504	Tri-County Glass, Inc.	Bus 14A Windshield	\$ 589.42
08/11/2015	32505	U.S. Post Office	Postage	\$ 230.40
08/11/2015	32506	United Suppliers, Inc.	Outdoor Classroom Pond Chemicals	\$ 261.00
08/11/2015	32507	Welton Diesel	Coach Bus 80 Day Inspection & Maintenance	\$ 515.52
08/11/2015	32507	Welton Diesel	05 Dodge Pickup Transmission	\$ 2,105.00
08/11/2015	32507	Welton Diesel	Bus 97A Repairs	\$ 365.51
08/11/2015	32507	Welton Diesel	Bus 98A Repairs	\$ 523.83
08/11/2015	32508	West Music	Vocal Music Supplies	\$ 2,528.85
08/11/2015	32509	William Macgill Co	Nursing and East Life Skills Supplies	\$ 1,590.29
08/11/2015	32510	Wilson Flooring	MS Carpet Installation	\$ 3,157.84
08/11/2015	32511	Woodward's Disposal Service, Inc.	Shredding Service	\$ 53.00
08/11/2015	32511	Woodward's Disposal Service, Inc.	Shredding Service	\$ 52.00
08/11/2015	32512	Woodworker's Supply, Inc.	HS Wood Shop Supplies	\$ 46.00
08/11/2015	32513	Wright Express Fleet Services	Transportation Fuel	\$ 136.59
08/11/2015	32514	WT Cox Subscriptions	MS Library Magazine Subscription	\$ 59.95
08/11/2015	32515	Yanda's Music	HS Band Instruments	\$ 20,375.00
08/11/2015	32515	Yanda's Music	HS Drum Heads	\$ 172.00
Subtotal				\$ 542,036.42
Net Payroll - August 2015				\$ 266,735.76
Total General Fund Disbursements - August 2015				\$ 808,772.18

Secretary _____

Superintendent's Report

August 2015

Personnel

The first day for all staff members is Monday, August 10th. Please join me in welcoming new staff members to Minden Public Schools: Liz Bloomfield, East Elementary Art; Cassandra Choquette, CLJones paraprofessional; Linda Christiancy, preschool paraprofessional; Rhonda Hopkins, cafeteria; Breanne Martin, CLJones Math/PE; Whitney Maulsby, 8th grade Language Arts; Jade Olson, 4th grade; Morganne Pieper, CLJones paraprofessional; Sandy Pohl, East Elementary principal; Jordan Reinertson, High School Business; Morgan Sinsel, East paraprofessional; and Liz Wagner, High School Social Science.

Budget Meeting and Year End Bills

Total property valuations will not be available for budget planning until August 20th. By that afternoon, the preliminary budget will be finalized, and the finance committee will meet after that time. Please note the special meeting times as we approach the end of the fiscal year:

August 24 Board budget workshop and approval of year-end bills, **Monday, 6:30 pm**;
CLJones Media center

Sept. 14 Board meeting and budget hearings to approve fiscal budget
for 2015/2016; **Monday, 7:30 pm**

Prebid Meeting

Boyd Jones will be having a prebid subcontractor meeting on August 21st at 2:30 in the CLJones media center.

Policies

We will have the second readings on policies: 3540 – Bidding Construction Projects; 3560 – Records Management; 6115 – Fire Drills, Emergency Plans; 6286 – Return to Learn From Cancer; 6600- Special Education; 7050 – Bids and Contracts; and 9340 – Minutes.

We will have the first reading on Policy 1108 – Community Access, Facility Areas.

Nebraska Association of School Boards Area Membership Meeting

The NASB membership meeting will take place on Thursday, August 27th in Kearney. It will begin at 5:00 and will end after the supper that begins at 7:25 pm. All board members have been registered. If you are unable to attend, the cancellation must occur prior to August 17th.

NASB State Conference – The state conference will take place November 18th-20th in LaVista. Registration for the conference begins in September.

MINDEN PUBLIC SCHOOLS

ACTIVITIES/ATHLETIC DEPARTMENT

*Phillip Hoyt, Assistant Principal
Activities Director*

*325 North Yates Avenue
Minden, NE 68959-1598
308-832-2254 School
308-832-1892 Fax*

AUGUST 2015-16 BOARD MEETING ACTIVITIES DIRECTOR REPORT

1. FALL SWC MEETING – August 5 in Cozad

- * This year the SWC meetings began with a 3D Coaching Presentation by Doyle Denny from 10:00-12:00. 3D stands for Three Dimensional Coaching and focuses on capturing the heart behind the jersey and influencing the lives of athletes. The 3 dimensions of 3D Coaching were discussed and they are: 1) The physical realm of sport and the fundamentals of athletic development, 2) The psychology of sport and connects physical performance to the athlete's mind, 3) The attributes of the heart and the integration of those attributes into both the individual practices and the culture value system of competitive sport. Focusing on all 3 dimensions will help coaches inspire, motivate and produce positive change in his or her sphere of influence.
- * Superintendents and Principals met to discuss various items.
- * The activity directors reviewed SWC hosting responsibilities, dates, times, officials and sites for those events. 2015-16 SWC AD meeting dates/sites were set. The first reading of the Proposed Amendment Article X Section V1- Activities #13 Quiz Bowl was discussed changing the bracket format.
- * Coaches/Sponsors reported:
 - Wrestling- Discussed the SWC tournament at Broken Bow and moving the start time to an hour earlier due to travel.
 - Basketball-Discussion was held on the SWC semifinal game sites and officials. It was discussed to have possibly the boys in one gym and girls in another.
 - Music/Fine Arts- Clinician for SWC at Ogallala was discussed along with that format.
 - Golf- Discussion on use of range finders this year at local, district and state meets. SWC girls will be at Valentine at the Prairie Club. SWC Boys will be at Minden.
 - Cross Country/Track-SWC will be at Ainsworth for both and looking at timing systems for those events.
 - Speech – Discussed getting judges for competitions and SWC.
 - Play Production - Discussed SWC at Cozad and hosting that event.
 - Quiz Bowl – Discussed the new proposal and bracketing format. It was discussed the possibility of using 2 rooms and equipment needed for that for SWC at Ogallala this year.

2. FALL SPORTS – Conditioning and practices have begun for the 2015-16 year. Football, softball and girls golf practices begin August 10. Volleyball and cross country will begin August 17.

3. FALL SPORTS PARENT MEETINGS: Monday, August 17, 2015 at CL Jones Middle School 7:00pm

SPORT SCRIMMAGES:

Softball – TBA

Football – Thursday, August 20 7:00pm

Volleyball – Thursday, August 27 6:30pm

Cross Country – Saturday, August 29 7:00am

4. FIRST CONTESTS:

Softball – Thursday, August 20 at Hastings High JV/V 5:00/6:30pm

Girls Golf – Friday, August 28 at McCook 9:00am

Football – Friday, Aug 28 vs Chase County 7:00pm

Volleyball – Thursday, Sept 3 vs Lexington 9/JV/V 5:00pm

Cross Country – Saturday, Sept 5 at Minden Inv. 10:00am

5. The new sound system at football field is being installed at this time. This awesome addition was funded by the money donated to the school by Big Johns Ford this past winter.

6. Construction has begun for the new high school and adjustments to those facility use areas are being made.

Board Packet: August 2015

*Nine new students registered on August 5th(new student registration)

Staff Meeting Agenda...

- Update on changes to the handbook
- Expectations
- Procedures for employee and student absences
- Plans for MAP testing

Instructional Updates:

East will be MAP(Measurement of Academic Progress) testing in grades kindergarten through third grade this year. Grades 1-3 will begin fall testing during the month of August and kindergarten will assess later in the fall.. This will allow kindergarten students to become acclimated to the school setting as well as using the computers, therefore, making the MAPs testing scores more reliable and useful. As we implement MAP testing in all grades at East, please know that two founding questions drive the process: 1) what is best for kids? 2) what is the best plan to gather accurate instructional data to drive instruction?

We will be using data to provide appropriate interventions to students qualifying for Special Education. This intervention will be delivered in our resource and speech/language times.

Teachers will be implementing strategies from Program Specific. This is a supplement to the Language Arts Program, Treasures. Several teachers attended the Program Specific training in Columbus during the month of June and found it to be applicable from the life skills level to the third grade level. The feedback I've received from teachers is that they were able to collaboratively develop a plan to add this spiraling, direct instruction piece to their Treasures curriculum in order to benefit students.

Happenings during the next month:

- August 11th East Parent Night
- August 12th East first day of school
- August 13th Preschool Parent Orientation
- August 14th Planned Bus Evacuation Drill
- August 17th Preschool Open House
- August 18th-PM Preschool Begins
- August 19th-AM Preschool Begins
- September 3rd Grades 1-3 to State Fair

**Minden Public Schools
Board of Education**

**Monthly School Board Meeting (August 2015)
Mr. Hosick-Principal's Report**

1. New Staff:

We are excited to have two new staff members at the high school.

Mr. Jordan Reinertson- Business Education

Mrs. Lisa Wagner-Social Science Education

2. National FBLA Chapter Recognition:

More than 300 Nebraska students and advisers recently attended the Future Business Leaders of America (FBLA) National Leadership Conference in Chicago June 29-July 2. More than 11,000 FBLA members from 46 states, as well as U.S. territories and international chapters attended the conference. During that conference our Minden High School Chapter received the Gold Seal of Merit along with the these other following Nebraska Schools.

Gold Seal Chapter Award of Merit

- Elmwood-Murdock Junior-Senior High School
- Raymond Central High School
- Bellevue West Senior High School
- Lakeview High School
- Twin River Senior High School
- Arlington High School
- Blair High School
- ***Minden High School***
- Fillmore Central High School
- Tri County Junior-Senior High School
- Dundy County Stratton High School
- Johnson-Brock High School
- Sandhills High School
- Crete High School
- Syracuse-Dunbar-Avooca High School
- Gibbon High School
- Bellevue East High School

3. Nebraska Department of Education Day/Nebr. Council of Admin.- Administrator Days (July 29-31)

Each year we attend these yearly workshops in preparation for the upcoming year. Some of the better sessions that I was able to attend included:

1. Transition to College and Career Ready
2. Effective Evaluations to Improve Teaching and Learning
3. Rule 10: Update and Conversations
4. Dear Teacher: What Students Really Want You To Know About Tech Integration
5. Ways to Avoid Common Personnel Mistakes Administrators Make
6. Teacher Growth with Video Reflection

4. Framework for Understanding Poverty Workshop (August 6th)

Last week I was able to attend the *Framework for Understanding Poverty Workshop* in Kearney along with seven high school staff members (Mr. Horner, Mrs. Ratka, Ms. Mousel, Mrs. Johnson, Mrs. Lovin, Mr. Martin, Mr. Sitorius). The presenter from Texas presented us with material from the nationally renowned Dr. Ruby Payne-who is one of the foremost experts in educating educators on how to better reach children who come from poverty. The workshop was very interesting and left our staff with a considerable amount to think about and reflect on when working with our students and families that come from poverty.

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of \$100,000.00, or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred thousand dollars (\$100,000), as adjusted from time to time by § 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. ' 52-118; Neb. Rev. Stat. ' 73-101 *et seq.*; Neb. Rev. Stat. ' 73-106; Neb. Rev. Stat. ' 81-3445

Date of Adoption: August 10, 2015

Business OperationsRecords Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees

sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
 - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. Electronic Storage Limitations. The district's computer systems have storage limitations. E-mails are deleted by the computer system within zero (0) days. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. Proper Use of Electronic Messages.
- i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability or sexual preference; promote sexual harassment; or to promote personal, political, or religious business or beliefs.
 - ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of

campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

- iii. Conduct. Employees shall not read electronic messages received by another employee when there is no school purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
- iv. Other Regulations. Electronic messaging is subject to all requirements of the school district's "Acceptable Use of Computers, Network, Internet and Websites" policy and may be monitored and accessed at any time without prior notice. The school district has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

4. Electronic Records

All books, papers, documents, reports, and records kept by the District may be retained as electronic records. Minutes of the meetings of the school board may be kept as an electronic record.

5. Litigation Holds

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

6. Settlement Agreements

A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference: Neb. Rev. Stat. " 84-712 through 84-712.09
 Neb. Rev. Stat. " 84-1201 to 84-1227
 Laws 2010, LB 742
 State Records Administrator Guidelines:
 Schedule 10: Records of Local School Districts (Feb. 1989)
 Schedule 24: Local Agencies General Records (March 2005)
 Electronic Imaging Guidelines (March 2003)

Date of Adoption: August 10, 2015

InstructionFire Drills

Fire drills shall be conducted at such times and manner as is required by the State Fire Marshal.

The frequency of fire drills shall be as follows:

- at a sufficient frequency to familiarize occupants with the drill procedure as a matter of routine;
- every month in each school building in which the facility is in session;
- subject to the exception that a monthly drill may be deferred in months of severe weather, provided that the required number of annual drills is achieved and not less than four are conducted before the drills are deferred; and
- one additional drill shall be conducted within the first 30 days of a school year.

The manner of conducting fire drills shall be as follows:

- emphasis shall be on conducting an orderly evacuation, rather than speed;
- under varying conditions and at expected and unexpected times;
- participants shall relocate to a predetermined location and remain until recalled or dismissed; and
- all emergency and relocation drill alarms shall be sounded

Crisis Plans

Crisis Plans for emergency responses and directions for tornado, evacuation, lockdown, lockout, shelter in place and fire drill activities have been developed. To be in compliance with the fire code, there are to be nine fire evacuation exercises each school year. Two tornado drills are to be exercised and two lockdown drills practiced each school year.

Since many parents may not be at home, all children and faculty will be normally retained at the school building in case of extreme emergency. The school notification system will be activated to inform parents and guardians regarding where children may be picked up at school or at the evacuation site.

Legal Reference: Neb. Rev. Stat. §79-706

Date of Adoption: August 10, 2015

Instruction

Activities

Return to Learn From Cancer

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize that students who have been treated for pediatric cancer and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff.

A 504 team meeting will be held, as appropriate, to develop individual return to learn accommodations and modifications.

Date of Adoption: August 10, 2015

Special Education Policies

Minden Public Schools adopts this special education policy with the intent that the policy maintain the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

5. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Legal Reference: 92 NAC 51-008.01 through 008.011

6. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07 and 016.01 through 016.07C

7. Evaluation and Identification Procedures

Children with disabilities shall be evaluated and identified in accordance with 92 NAC 51-006. The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

8. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

9. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

10. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

11. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

12. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

13. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race and ethnicity, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

14. Access to Instructional Materials

As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, the District will enter into a written contract with the publisher of the print instructional materials to:

1. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the print instructional materials using the National Instructional Materials Accessibility Standard, or
2. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

15. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child.

Legal Reference: 92 NAC 51-003.10; 006.02C

16. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

17. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

18. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

19. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. § 79-1110 to 79-1167
92 NAC 51

Date of Adoption: August 10, 2015

New Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of \$100,000, or such sum as adjusted pursuant to §73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. §§ 73-101 to 73-106

Date of Adoption: August 10, 2015

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours.

The minutes may be kept as an electronic record.

Legal Reference: Neb. Rev. Stat. §§ 79-555; 79-570; and 79-577
Neb. Rev. Stat. §§ 84-1408 to 1414

Date of Adoption: August 10, 2015

MINDEN PUBLIC SCHOOL COMMUNITY FITNESS AREASMemberships

The Minden Public School Community Fitness Areas are available to use by patrons of the district. To cover costs of operations, community users will be issued memberships.

Memberships will be available to residents of Minden Public Schools. Members must be 18 years or older. Secondary school students are not eligible even if age 18 or older. Membership and access to the fitness center will be limited to those with character appropriate for being in a school environment.

The annual cost is: \$50 for individual membership and \$100 for family individual membership. Family membership allows use by any member of the member's household. Any child using the fitness center on a family membership must be accompanied and supervised at all times by a responsible adult family member.

Members will be required to sign a release as a condition of using the fitness center.

Hours of Operation

The times the fitness areas will be open for use by members will be set by the school administration. The hours will vary throughout the year and will be posted or otherwise communicated to members. The hours will be set for times when school is not in session in order to avoid conflicts with the use of the fitness areas during the school day and during school activities.

Rules of Fitness Areas

Rules for use of the fitness areas must be followed by all members. These rules may be changed from time to time by the Board of Education or school administration. A failure to follow the rules may result in immediate loss of membership or other restrictions on use.

Access Cards

A computerized card entry system will be in use. Each member will be issued an access card. In the event the card is lost, a replacement will be issued at a cost of \$50. The sharing of an access card may result in the revocation of membership.

Policy adopted: _____, 2015

**MINDEN PUBLIC SCHOOL COMMUNITY FITNESS AREA
RULES & REGULATIONS**

1. Use of the Fitness Areas. Community use is restricted to members of the fitness areas. Members must sign a release as a condition of use. Family membership allows use by any member of the member's household. Any child using the fitness center on a family membership must be accompanied and supervised at all times by a responsible adult family member. Children under the age of 12 may not be in the facility. Use of the fitness area does not authorize you to be in other parts of the school building without following established procedures for checking into the building. Persons who access the fitness areas or the building without authority will be considered trespassers.
2. Protect Access Cards. Members are not permitted to: (a) share their access card with other others or (b) let others in the fitness center without using their own access card (even a member who says he just "forgot" his access card). Do not lose your access card or place it where others may take it. There is a \$50 replacement fee for access cards.
3. Injury Prevention.
 - a. Use is at your own risk. If you have health concerns see your doctor before starting an exercise program. Use common sense.
 - b. Use only equipment that you know how to use. Ask for instruction from our athletic director. Follow equipment instructions and instructions of supervisors.
 - c. Warm up and properly stretch prior to using the fitness center.
 - d. When using free weights (squats, cleans, dead lifts, or power pushes) use a weight belt and use a spotter.
4. Appropriate Attire. Wear clothing appropriate for a school environment. This means no tight fitting or revealing clothing or clothing with messages which students are not permitted to wear during the school day. Shoes must be safe for work outs and not be of a type which may cause marks or dents in the floor (no cleats). Do not wear items which may interfere with safe use, such as loose necklaces, dangling earrings, or head coverings other than sweat bands.
5. Respect the Facility and Other Users:
 - a. Unload weights from machine or bar after each use.
 - b. Do not allow weights to drop or slam together.
 - c. Please towel perspiration from benches and grips after use.
 - d. Stay out of staff desks, school files, and the belongings of others.
 - e. No horseplay or offensive language.
 - f. Keep music to a volume low enough for conversation.
 - g. No food or gum. Water should be used as needed for appropriate hydration in an appropriate (closed) container. No other liquids are permitted. Of course, tobacco, vapors, alcohol, and weapons are prohibited.
6. Emergencies. Report any injury to your self or others to the supervisor or school administration by the following business day. In case of emergency DIAL 911 and inform the supervisor or school administration.
7. Surveillance. District cameras may be in use. No pictures or video may be taken of others in the facility without their express permission.

**MINDEN PUBLIC SCHOOL COMMUNITY FITNESS AREA
USE AND RELEASE AGREEMENT**

I acknowledge I have read the policies, regulations and safety guidelines related to the Minden Public School Community Fitness Areas, that I fully understand them, and I agree to comply with them. I agree to modify my workout to conform to the wishes of the Minden Public Schools if asked to do so. I understand that the use of the fitness area is a privilege and not a right. I agree to leave the fitness area if asked to do by a member of the Minden Public Schools Staff or any trainer or supervisor and understand if I am present without permission that I would be a trespasser. I also agree to promptly report to the Minden Public School administration: (1) any failure by any other person to follow the rules of the facility or (2) any unsafe condition.

I further acknowledge that I have been advised of the risks involved in the use of the facility and its equipment, and that I have been warned that the use of the fitness center and its equipment could result in injury or harm to myself. I acknowledge and assume any such risk to my person should I use the fitness center and its equipment. I hereby agree to hold the Minden Public Schools, the Board of Education, employees and agents of the Minden Public Schools, and any volunteer trainers or supervisors, harmless from any and all personal injury to myself or damage to my property in any way related to my use of the fitness area or its equipment.

I have read and fully understand the contents of this Use and Release Agreement and execute the same as my own voluntary act.

Areas to be used: weight room Activity Gym CLJones gym (coach)

Date _____

Printed Name: _____

Signature: _____



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 30, 2015

Minden Public Schools
Attn: Melissa Wheelock
520 West 3rd Street
Minden, NE 68959

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Minden New High School & Middle School Renovation, Minden, NE:
Materials Testing and Special Inspections for the Site Grading and Building
Overexcavation referenced in the Early Site Package.

Dear: Melissa Wheelock

It is our understanding that Minden Public Schools ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: Materials Testing and Special Inspections for the Site Grading and Building Overexcavation referenced in the Early Site Package or (as more specifically described in "Scope of Services" attached hereto). Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: August 10, 2015
Anticipated Completion Date: October 31, 2015

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Twelve Thousand Five Hundred Sixty Dollars (\$12,560.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.


Client's designated Project Representative shall be Melissa Wheelock.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 60 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By: 

Steven Hancock: Group Leader

By: 

Jai Andrist: Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

Melissa Wheelock:
Minden Public Schools

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions
Scope of Services



**CONSTRUCTION MATERIAL TESTING/SPECIAL INSPECTION PROPOSAL
MINDEN NEW HIGH SCHOOL AND MIDDLE SCHOOL ADDITION
EARLY SITE PACKAGE – (EARTHWORK/UTILITIES)
MINDEN, NEBRASKA
JULY 30, 2015**

Professional Services dated July 30, 2015 between Minden Public Schools (Client) and Olsson Associates (OLSSON) providing professional services for materials testing and special inspections of Minden New High School and Middle School Addition – Early Site Package, Minden, NE. The Basic Services of OLSSON are as indicated below.

GENERAL

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

SCOPE OF SERVICES

SCHEDULE OF FEES

Engineering Services: *For engineering services including site visits, engineering analysis, project management, project meetings, report preparation, consultation, etc.*

Vehicle Mileage	per mile	.75
Administrative Assistant	per hour	40.00
Technician (Special Inspection, Standby Time, etc.)	per hour	65.00
Steel Technician	per hour	85.00
Group Leader	per hour	125.00
Senior Project Engineer, P.E.	per hour	125.00
Geotechnical Engineer, P.E.	per hour	140.00

CONSTRUCTION TESTING SERVICES

Construction observation and testing services are required prior to and during placement of utility backfills and site development. In addition, special inspection services will be provided for soils beneath structural footings. We propose to provide our observation and testing services in the following manner:

1. Olsson will observe the exposed over excavation within construction limits of the building footprint to verify that soils unsuitable for pavement and foundation support have been removed and to identify unstable areas that require additional excavation prior to placement of structural fill and concrete pavement sections. Proof rolling of the exposed subgrades with a loaded tandem axle dump truck is recommended in area of building footprint. Otherwise in-place field density tests will be performed along with probing with a T-rod to evaluate the exposed subgrade for the finished product.
 - 30 Site visits have been estimated for site grading within building footprint and parking lot areas.
 - 60 compaction tests have been estimated during the placement of structural fill and backfill material within building limits: building pad preparations.
 - 30 compaction tests have been estimated during the placement of structural fill within parking lot limits: parking lot preparations.
 - 30 compaction tests have been estimated during the placement of backfill for exterior utility trenches: sanitary sewer and water main.
 - 5 soil samples have been estimated for standard proctor results and atterberg limit results. These samples will need to be obtained during site visits scheduled for compaction testing.
 - 2 aggregate samples have been estimated for mechanical grain analysis and percent fines. These samples will be obtained at random locations if placement is required during grading operations.
 - 40 Hours of special inspections have been estimated during special inspections and proof rolling of over excavations.
 - 20 Hours of stand-by time has been estimated during grading operations within building and parking lot limits.
 - 15 Hours of project management time has been estimated for the soils section of the project.

2. Olsson will prepare typed reports of each day's observations presenting the field test results and describing the progress and acceptability of the work and any required remedial action. Reports will be reviewed by our project manager and transmitted to the client, on a weekly basis.

**Minden New High School and Middle School Addition
Minden, NE**

Site Grading, Over Excavation, and Utility trenches.

40	Hrs Technician (Special Inspections)	40.00 hrs
20	Hrs Technician (Standby Time)	20.00 hrs
120	Nuclear Density Tests	30.00 hrs
5	Standard Proctors	10.00 hrs
5	Atterberg Limits	10.00 hrs
2	Mechanical Sieve Grain Analysis	2.00 hrs
2	Percent of Fines	2.00 hrs
30	Travel from Holdrege to Minden NE.	30.00 hrs
	Estimated Total for Soils:	144.00 hrs

Technician Supervision, Review, and Project Administration

15	Hrs Project Manager/Engineer	15.00 hrs
5	Hrs Administrative	5.00 hrs
	Estimated Project Management:	20.00 hrs

Mileage and Expense

1	Lump Sum	\$	1,125.00
	Estimated Total:	\$	12,560.00

Olsson Associates proposes a **Lump Sum Fee of \$12,560.00** for the combined services of Construction Materials Testing and Special Inspections for the above referenced project. Test numbers are estimated since testing frequencies and quantities will vary depending on the Contractor's schedule. Any additional work or services not outlined above will be billed in accordance with the rate table on Page 1 of this Exhibit. The project costs shall not exceed the total amount indicated unless approved by owner.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 30, 2015 between Minden Public Schools ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

MINDEN PUBLIC SCHOOLS
MOTION

Motion made by _____, seconded by _____
that the Board of Education of this School District should, and does hereby:

(1) That the Superintendent of Schools should be and is hereby authorized to engage Olsson Associates, Inc., to perform materials testing and special inspections for the new high school addition project, under terms and conditions of a to be negotiated written Letter Agreement for Professional Services, and with compensation to Olsson for such services not to exceed the fixed amount of \$12, 560.00.

(2) That the Superintendent of Schools, or a designee for the school district, should be and is hereby authorized and directed to negotiate the terms and conditions of the written Letter Agreement for Professional Services with Olsson Associates, Inc., deemed in the best interest of the school district.

(3) That the Superintendent of Schools, or a designee for the school district, should be and is hereby authorized to sign, execute and deliver any final, negotiated written Letter Agreement for Professional Services with Olsson Associates, to pay all costs, expenses and fees for compensation under such Agreement, not to exceed the amount specified herein, and to take or cause to be taken all other action necessary or appropriate to finalize the written Agreement.

After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Motion: _____

The following voted against the same: _____.

The following were absent or not voting: _____.

The above Motion having been consented to by more than a majority of the members of the School Board of this School District, were declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this ____ day of August, 2015.

KEARNEY COUNTY SCHOOL
DISTRICT 50-503, A/K/A MINDEN
PUBLIC SCHOOL DISTRICT

BY: _____
President, Board of Education

ATTEST: _____
Officer

 **AIA** Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 004

TO: Minden Public Schools
(Owner or Owner's Representative)

In accordance with the Agreement dated: December 8th, 2014

BETWEEN the Owner:

(Name and address)

Minden Public School District
520 West Third Street
Minden, NE 68959-0301

and the Architect:

(Name and address)

DLR Group inc. (a Nebraska corporation)
6457 Frances Street, Suite 200
Omaha, NE 68106

for the Project:

(Name and address)

Minden New High School & Middle School Additional Site Work
DLR Group Project. No. 10-15104-01

Authorization is requested

to proceed with Additional Services.

to incur additional Reimbursable Expenses.

As follows:

The following services will be provided as Additional Services per 4.3.1.1 in the Prime Agreement.

Provide Value Engineering redesign services to reduce construction budget by approximately \$1,500,000.00 on an hourly "not to exceed" basis. Hourly rates will be based on Attachment #3 in the Prime Agreement.

Reimbursable Expenses will be reduced from \$165,000.00 to a maximum of \$30,000.00.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

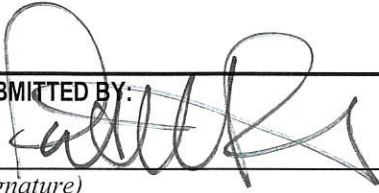
Compensation:

Total Compensation for Additional Services will be provided on an hourly basis and shall not exceed \$135,000.00 .

Time:

Completion of Construction Documents will be provided five weeks after Board approval of Value Engineering item.

SUBMITTED BY:



(Signature)

Patrick Phelan, Principal

(Printed name and title)

July 9, 2015

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)

Minden High School
Final Guaranteed Maximum Price
August 6, 2015

Below is the Final Guaranteed Maximum Price for the Minden High School project:

Construction GMP =	\$22,421,484.00
A/E Design Fees =	\$ 1,324,092.00
A/E Reimbursables	\$ 175,000.00
Owner Fiscal Consultant Fees	\$ 250,000.00
Owner Builders Risk	\$ 0.00
Owner Construction/Material Testing	\$ 70,000.00
Public Utility Observation Fee	\$ 8,000.00
Owner 2% Contingency	\$ 432,861.00
Total	\$24,681,436.00
Bond Amount	\$23,105,000.00
Overage	\$ 1,576,436.00

Budget Assumptions & Qualifications:

The GMP is based on the drawings and specifications listed in the attached Exhibit 1.

The GMP is based on the attached CPM Schedule (Exhibit 2), which indicates Project Substantial Completion of July 31, 2017 with a final completion of August 7, 2017.

Please see the attached Exhibit 3 for a break-out of the GMP.

Clarifications/Assumptions:

- VE Options listed as accepted on the attached Exhibit 4 have been incorporated into this Final GMP
- No irrigation
- Flat top lockers with no additional materials/surfaces on the flat top lockers
- Corridor lockers are 6' tall in lieu of 4' tall
- No library stacks
- No furniture
- No security conductors, control, or equipment
- No phones or phone systems
- No precast "eyebrow"
- No Food Service Equipment
- No asbestos abatement
- No removal of unsuitable or unstable soils
- No soil remediation or amendment
- No removal of existing hazardous materials
- No Capital Facilities Fees
- No permit fees
- No NPPD/City of Minden charges for new electrical service
- No smart boards, TV's, projection screens, or projectors
- Based on mechanically attached TPO roof
- Precast Oil/Sand separator
- Sliced silt fence in lieu of trenched silt fence
- No capping/plugging of sprinkler pipe prior to installation
- Use of HVAC system without additional charges during construction
- Generator: 130 gallon fuel tank, remote NEMA 3R fuel fill station on outside of building, remote fill station alarms for 75% full/90% full/95% full, overflow prevention valve on fill line, 2 emergency shutoff stations (1 outside generator room and 1 by the fire alarm annunciator panel at main entrance), Knox Box 4500 (no e-stop switch).
- GE fluorescent lamps shall be acceptable

Building Solutions that exceed your expectations...since 1924.

Maximum (2) underground conduit locations with (1) handhole each for communication
No underground security/communication conduit or handholes for power & lights
Ground & communication backbone similar to Holdrege Elementary
Edwards shall be an acceptable company for fire alarm
Plastic corner guards
Group mounted breakers
No exterior benches, trash cans, bike racks, seating, tables, etc.
Surface mounted conduit/boxes to be used for Middle School Fire Alarm System
Blank covers can be used on existing boxes where fire alarm is removed at middle school (no drywall/ceiling patch)
No window treatments
2% CMR contingency
No construction/material/special inspections or testing (by Owner)
No recessed entrance mats
Foundation drains only at CIP retaining wall
No acoustical clouds at Commons
No Sleeve-it brand sleeves, Sonotube to be used for fence sleeves
Bleacher seating for 500 people
No scoreboards
No demolition or remodel of existing middle school except where shown on these plans
PVC Pipe above floor for sanitary and storm
Railing at Stair 4 to be wire mesh infill panels, Banker Wire, Arch Mesh, Large, L-62, Mild Steel, Field Paint
Metl Span (Std Color) at exterior side of solid precast panels on north & east side of gym

Allowances (allowances include labor, material, equipment, and delivery unless indicated otherwise):

\$175,000 for winter conditions
\$246,000 for doors, frames, and hardware (material and delivery only)
\$30,000 for helical piers
\$5,000 for architectural precast
\$10,000 for removing stone signs from existing high school and installing at new high school
\$10,000 for fireproofing & intumescent coatings
\$82,255 for acoustical wall & ceiling panels
\$30,000 for Landscaping
\$60,000 for athletic equipment
\$85,000 for auditorium curtains and rigging
\$50,000 for interior and exterior signs and plaques
\$30,000 for foamed-in-place insulation

Value Engineering:

Please see the attached Exhibit 4 for accepted value engineering options (which have been incorporated into this Preliminary GMP and rejected value engineering options.

Please let us know if you have any questions.

Sincerely,

Tim Meyer
Senior Project Manager, Boyd Jones Construction

Exhibit 1

Minden New High School & Middle School Renovation – GMP Package Project Drawing List

0.0, 0.1,

C0.1, C1.1, C1.2, C2.1, C2.2, C2.3, C2.4, C3.1, C3.2, C3.3, C4.1, C4.2, C5.1, C5.2, C5.3, C6.1,

OP1.1, OP1.2, CP1.0, CP1.1, CP1.2, CP1.3, CP1.4, CP1.5, CP1.6, CP1.7, AD1.2D, AD1.2E, AD1.2G, AD1.2H, AD3.2D, AD3.2E, AD3.2G, AD3.2H, A0.1, A0.2, A1.1A, A1.1B, A1.1C, A1.2A, A1.2B, A1.2C, A1.2D, A1.2E, A1.2G, A1.2H, A1.3C, A1.3H, A2.1, A2.2, A2.3, A3.1A, A3.1B, A3.1C, A3.2A, A3.2B, A3.2C, A3.2D, A3.2E, A3.2G, A3.2H, A4.1, A4.2, A4.3, A5.1, A5.2, A5.3, A5.4, A5.5, A5.6, A5.7, A5.8, A5.9, A5.10, A6.1, A6.2, A7.1, A7.2, A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, A8.1, A8.2, A8.3, A9.1, A9.2, A9.3, A9.4, A9.5, A10.1, A10.2, A11.1, A11.2, A11.3, A12.1, A12.2, A13.1A, A13.1B, A13.1C, A13.2A, A13.2B, A13.2C, A13.2D, A13.2E, A13.2G, A13.2H, FS1.1,

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Specifications in *Italics* provided by Boyd Jones.
Specifications in **Bold** are included in GMP.

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<i>Document 001153</i>	<i>Request for Qualifications – Boyd Jones</i> <i>OSCC contractor Guidelines</i> <i>Subcontractor and Material Supplier Qualification Statement</i> <i>Sample Certificate of Liability Insurance</i>
<i>Document 002113</i>	<i>Instructions to Bidders – Boyd Jones</i>
Document 002600	Procurement Substitution Procedures Procurement Substitution Request Form
Document 003132	Geotechnical Data Report of Geotechnical Exploration
<i>Document 004116</i>	<i>Bid Form – Boyd Jones</i>
<i>Document 007300</i>	<i>General and Supplementary Conditions of the Contract for Construction – Boyd Jones</i>

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Section 012500	Substitution Procedures Post-Bid Request for Substitution Form
Section 012600	Contract Modification Procedures
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Section 013300	Submittal Procedures
Section 013333	Electronic Drawings AIA Document C106-2007, Digital Data Licensing Agreement
Section 014000	Quality Requirements
Section 014200	References
<i>Section 015000</i>	<i>Temporary Facilities and Controls – Boyd Jones</i>
Section 016000	Product Requirements
Section 017300	Execution
Section 017700	Closeout Procedures
Section 017823	Operation and Maintenance Data
Section 017839	Project Record Documents
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Section 042000	Unit Masonry
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Section 052100	Steel Joist Framing
Section 053100	Steel Decking
Section 054000	Cold-Formed Metal Framing
Section 055000	Metal Fabrications
Section 055113	Metal Pan Stairs
Section 055213	Pipe and Tube Railings
Section 055313	Bar Gratings
Section 057300	Decorative Metal Railings

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

Section 061053	Miscellaneous Rough Carpentry
Section 061600	Sheathing
Section 062023	Interior Finish Carpentry
Section 064116	Plastic-Laminate-Faced Architectural Cabinets

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 071326	Self-Adhering Sheet Waterproofing
Section 071900	Water Repellents
Section 072100	Thermal Insulation
Section 072119	Foamed-In-Place Insulation
Section 072726	Fluid-Applied Membrane Air Barriers
Section 074213.23	Metal Composite Material Wall Panels
Section 075323	Ethylene Propylene Diene Monomer (EPDM) Roofing
Section 075423	Thermoplastic Polyolefin (TPO) Roofing
Section 076200	Sheet Metal Flashing and Trim
Section 077129	Manufactured Roof Expansion Joints
Section 077200	Roof Accessories
Section 078123	Intumescent Fireproofing
Section 078413	Penetration Firestopping
Section 078443	Joint Firestopping
Section 078446	Fire Resistive Joint Systems
Section 079100	Preformed Joint Seals
Section 079200	Joint Sealants
Section 079219	Acoustical Joint Sealants
Section 079513.13	Interior Expansion Joint Cover Assemblies

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Section 081113	Hollow Metal Doors and Frames
Section 081213	Hollow Metal Frames
Section 081416	Flush Wood Doors
Section 082550	Package Steel Door Assemblies
Section 083113	Access Doors and Frames
Section 083313	Coiling Counter Doors
Section 083323	Overhead Coiling Doors
Section 083613	Sectional Doors
Section 084113	Aluminum-Framed Entrances and Storefronts
Section 084413	Glazed Aluminum Curtain Walls
Section 084433	Sloped Glazing Assemblies
Section 085113	Aluminum Windows
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Section 092900	Gypsum Board
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Section 096400	Wood Flooring
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Section 096519	Resilient Tile Flooring
Section 096566	Resilient Athletic Flooring
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Section 097200	Wall Coverings
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Section 101416	Plaques
Section 101419	Dimensional Letter Signage
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Section 102113.16	Plastic Laminate Clad Toilet Compartments
Section 102113.19	Plastic Toilet Compartments
Section 102123	Cubicle Curtains and Track
Section 102600	Wall and Door Protection
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Section 233400	Fans and Roof Curbs
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Section 233813	Kitchen Ventilator Hood Systems
Section 235216	High Efficiency Gas Boilers and Accessories (Condensing Boilers)
Section 236500	Cooling Tower and Equipment
Section 237000	Gas Fired Equipment
Section 237200	Energy Recover Ventilator Units
Section 237413	Rooftop Heating and Cooling Units
Section 238126	Ductless Split-System Air-Conditioning Units
Section 238146	Water-Source Heat Pumps
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Exhibit 1A

Drawings and Specifications for Masonry, Steel Fabrication, Steel Erection, Mechanical, and Electrical Trades

Minden New High School & Middle School Renovation – GMP Package
Project Drawing List

0.0, 0.1 Dated 6-29-15

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Procurement Substitution Request Form

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Section 075423	Thermoplastic Polyolefin (TPO) Roofing
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Section 083323	Overhead Coiling Doors
Section 083613	Sectional Doors
Section 084113	Aluminum-Framed Entrances and Storefronts
Section 084413	Glazed Aluminum Curtain Walls
Section 084433	Sloped Glazing Assemblies
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Section 087113	Automatic Door Operators
Section 088000	Glazing
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Section 123616	Metal Countertops
Section 126100	Fixed Audience Seating
Section 126600	Telescoping Stands

DIVISION 13 - SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 - CONVEYING SYSTEMS

Section 142400 Hydraulic Elevators

DIVISIONS 15 THROUGH 20 - NOT USED

DIVISION 21 - FIRE SUPPRESSION

Section 210000 Fire Protection General Provisions

Section 210500 Fire Protection

Section 210700 Fire-Resistive Duct Wrap

DIVISION 22 - PLUMBING

Section 220010 Plumbing Submittals

Section 220500 Basic Plumbing Materials and Methods

Section 220700 Plumbing Insulation

Section 221000 Plumbing Piping and Equipment

Section 221500 Air Compressors and Compressed Air Piping

Section 222000 Plumbing Pumps

Section 223100 Water Softener Equipment

Section 224000 Plumbing Fixtures

Section 224010 Domestic Water Heaters

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING

Section 230000 Mechanical General Provisions

Section 230010 Mechanical Submittals

Section 230500 Basic HVAC Materials and Methods

Section 230593 Testing, Adjusting and Balancing

Section 230700 HVAC Insulation

Section 230905 Building Management Control System

Section 230933 Variable Frequency Drives

Section 230993 Sequence of Operation

Section 232000 HVAC Pumps

Section 232113 Hydronic Piping and Specialties

Section 232500 Hydronic Systems Treatment

Section 233000 Air Distribution

Section 233300 Sound Attenuators

Section 233400 Fans and Roof Curbs

Section 233500 Dust Collection Systems

Section 233516 Vehicle Exhaust System

Section 233813 Kitchen Ventilator Hood Systems

Section 235216 High Efficiency Gas Boilers and Accessories (Condensing Boilers)

Section 236500 Cooling Tower and Equipment

Section 237000 Gas Fired Equipment

Section 237200 Energy Recover Ventilator Units

Section 237413 Rooftop Heating and Cooling Units

Section 238126 Ductless Split-System Air-Conditioning Units

Section 238146 Water-Source Heat Pumps

Section 238200 HVAC Equipment

Section 238239 Electric Heating Systems

DIVISIONS 24 AND 25 - NOT USED

DIVISION 26 - ELECTRICAL

Section 260500	Common Work Results for Electrical
Section 260519	Low-Voltage Electrical Power Conductors and Cables
Section 260526	Grounding and Bonding for Electrical Systems
Section 260529	Hangers and Supports for Electrical Systems
Section 260533	Raceway and Boxes for Electrical Systems
Section 260543	Underground Ducts and Raceways for Electrical Systems
Section 260553	Identification for Electrical Systems
Section 260573	Overcurrent Protective Device Coordination Study
Section 260923	Lighting Control Devices
Section 262200	Low-Voltage Transformers
Section 262413	Switchboards
Section 262416	Panelboards
Section 262500	Enclosed Bus Assemblies
Section 262726	Wiring Devices
Section 262813	Fuses
Section 262816	Enclosed Switches and Circuit Breakers
Section 262913	Enclosed Controllers
Section 263213	Engine Generators
Section 263600	Transfer Switches
Section 265100	Interior Lighting
Section 265561	Theatrical Lighting
Section 265600	Exterior Lighting

DIVISION 27 - COMMUNICATIONS

Section 270500	Common Work Results for Communications
Section 270528.36	Cable Trays for Communications Systems
Section 271500	Communications Cabling
Section 274100	Audio-Video Systems
Section 275116	Public Address and Mass Notification Systems
Section 275123	Educational Intercommunications and Program Systems
Section 275313	Clock Systems

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

Section 280500	Common Work Results for Electronic Safety and Security
Section 283100	Fire-Detection and Alarm Systems
Section 283149	Gas Detection and Control System

DIVISIONS 29 AND 30 - NOT USED

DIVISION 31 - EARTHWORK

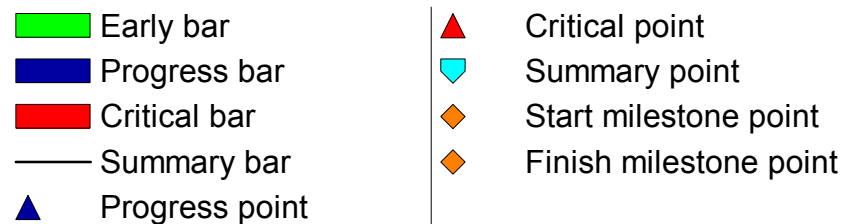
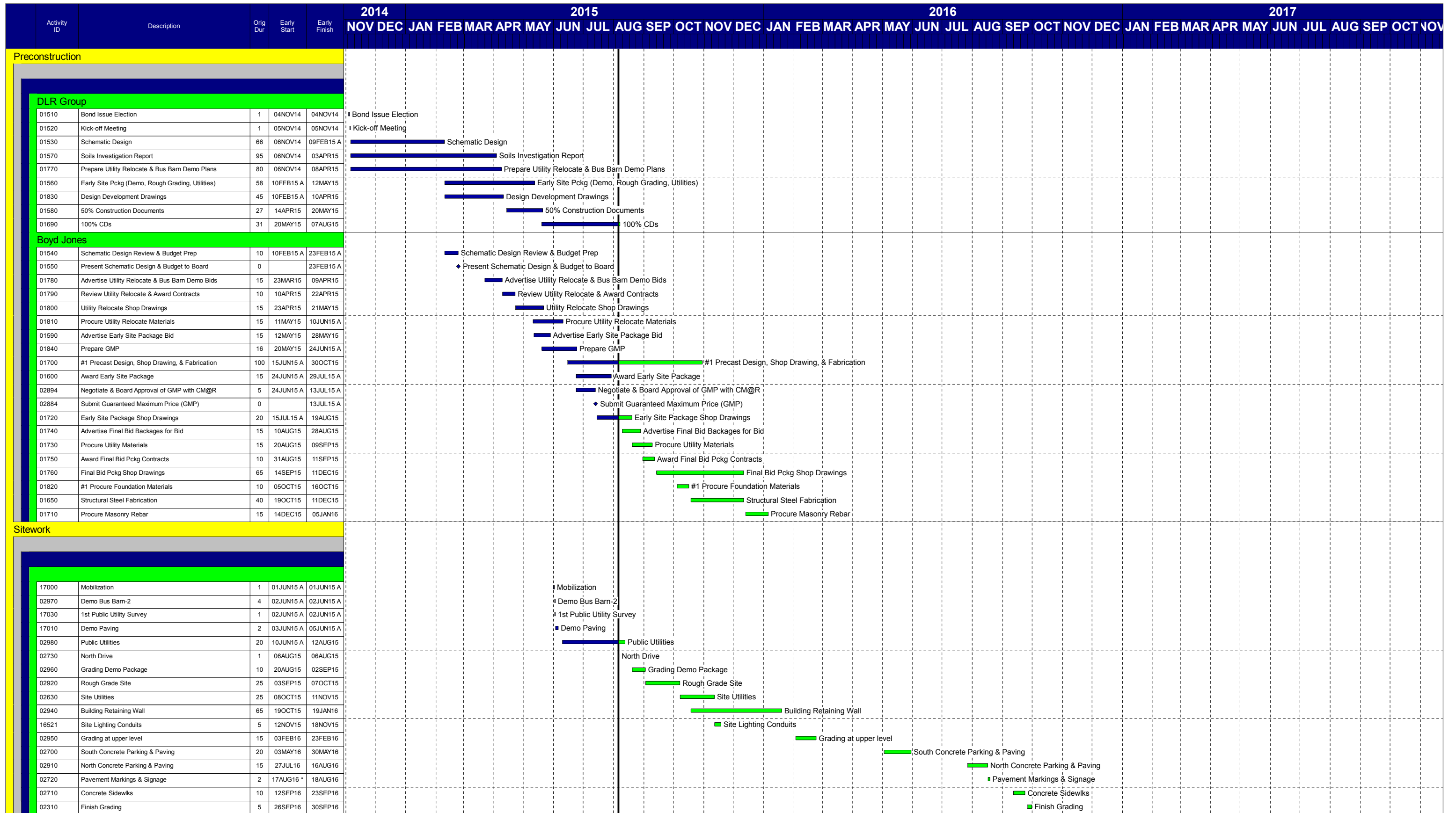
Section 313116 Termite Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 321313 Concrete Paving
Section 321373 Concrete Paving Joint Sealants
Section 323113 Chain Link Fences
Section 323223 Segmental Retaining Walls
Section 329200 Turf and Grasses
Section 329300 Plants

DIVISION 33 - UTILITIES

Section 334600 Subdrainage



Minden High School - 8-6-15 GMP
Boyd Jones Construction

Data date	06AUG15
Run date	06AUG15
Must finish date	

Exhibit 3

Project Name: **Minden High School - Final GMP**
 Address: **622 West 3rd St.**
 City/State: **Minden, NE 68959**

8/6/2015

Application Number
 Application Date
 Period To:

Job #: **13-047**

Contractor: **Boyd Jones Construction**
4360 Nicholas Street
Omaha, NE 68131

Item #	Description of Work	Original Scheduled Value	Current Change Orders	Current Scheduled Value	Work Completed From Prev	THIS APPLICATION This Period	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish	Retainage
1	Pre-Bond Effort	\$6,527.00		\$6,527.00				\$0.00	0%	\$6,527.00	\$0.00
1	Pre-Construction Effort	\$35,960.00		\$35,960.00				\$0.00	0%	\$35,960.00	\$0.00
1	Construction Effort	\$574,628.00		\$574,628.00				\$0.00	0%	\$574,628.00	\$0.00
1	Reimbursable Expenses	\$298,846.00		\$298,846.00				\$0.00	0%	\$298,846.00	\$0.00
1	General Requirements	\$59,250.00		\$59,250.00				\$0.00	0%	\$59,250.00	\$0.00
1	Surveying	\$39,185.00		\$39,185.00				\$0.00	0%	\$39,185.00	\$0.00
1	Winter Conditions (gas, tenting, covering, blankets, thawing)	\$155,000.00		\$155,000.00				\$0.00	0%	\$155,000.00	\$0.00
2	Utility Relocate	\$259,615.00		\$259,615.00				\$0.00	0%	\$259,615.00	\$0.00
2	Earthwork, Site Demo, Site Utilities, Erosion Control	\$876,474.00		\$876,474.00				\$0.00	0%	\$876,474.00	\$0.00
2	Selective Demo in MS	\$50,000.00		\$50,000.00				\$0.00	0%	\$50,000.00	\$0.00
2	Termite Control	\$10,000.00		\$10,000.00				\$0.00	0%	\$10,000.00	\$0.00
2	Concrete Paving	\$542,418.00		\$542,418.00				\$0.00	0%	\$542,418.00	\$0.00
2	Site Signs, striping, sealants, retaining wall, fence	\$73,136.00		\$73,136.00				\$0.00	0%	\$73,136.00	\$0.00
2	Sod/Seed/temp. water	\$25,000.00		\$25,000.00				\$0.00	0%	\$25,000.00	\$0.00
2	Landscaping Allowance	\$30,000.00		\$30,000.00				\$0.00	0%	\$30,000.00	\$0.00
3	Concrete Foundations	\$805,091.00		\$805,091.00				\$0.00	0%	\$805,091.00	\$0.00
3	Building Concrete Flatwork	\$652,712.00		\$652,712.00				\$0.00	0%	\$652,712.00	\$0.00
3	Hollow Cores	\$147,505.00		\$147,505.00				\$0.00	0%	\$147,505.00	\$0.00
3	Structural Precast	\$1,363,802.00		\$1,363,802.00				\$0.00	0%	\$1,363,802.00	\$0.00
4	Masonry	\$2,044,928.00		\$2,044,928.00				\$0.00	0%	\$2,044,928.00	\$0.00
5	Steel Fab	\$650,600.00		\$650,600.00				\$0.00	0%	\$650,600.00	\$0.00
5	Steel/HC/Precast Erection	\$737,000.00		\$737,000.00				\$0.00	0%	\$737,000.00	\$0.00
6	Woods	\$84,125.00		\$84,125.00				\$0.00	0%	\$84,125.00	\$0.00
7	Sheet Waterproofing	\$29,575.00		\$29,575.00				\$0.00	0%	\$29,575.00	\$0.00
7	Drain Tile at CIP Wall	\$4,200.00		\$4,200.00				\$0.00	0%	\$4,200.00	\$0.00
7	Fluid Applied Air Barrier	\$59,000.00		\$59,000.00				\$0.00	0%	\$59,000.00	\$0.00
7	Foam-in-Place Insulation Allowance	\$30,000.00		\$30,000.00				\$0.00	0%	\$30,000.00	\$0.00
7	Insulated Metal Wall Panels	\$24,000.00		\$24,000.00				\$0.00	0%	\$24,000.00	\$0.00
7	Composite Wall Panels	\$105,148.00		\$105,148.00				\$0.00	0%	\$105,148.00	\$0.00
7	Roofing	\$772,075.00		\$772,075.00				\$0.00	0%	\$772,075.00	\$0.00
7	Fireproofing Allowance	\$10,000.00		\$10,000.00				\$0.00	0%	\$10,000.00	\$0.00
7	Building Sealants	\$58,000.00		\$58,000.00				\$0.00	0%	\$58,000.00	\$0.00
8	Door/Frame/Hardware Allowance	\$246,000.00		\$246,000.00				\$0.00	0%	\$246,000.00	\$0.00
8	Install Doors/Frames/HW	\$82,794.00		\$82,794.00				\$0.00	0%	\$82,794.00	\$0.00
8	Access Doors	\$6,000.00		\$6,000.00				\$0.00	0%	\$6,000.00	\$0.00
8	OH and Coiling Doors	\$62,425.00		\$62,425.00				\$0.00	0%	\$62,425.00	\$0.00
8	Storefront and Glass	\$315,328.00		\$315,328.00				\$0.00	0%	\$315,328.00	\$0.00
9	Drywall & Framing	\$384,000.00		\$384,000.00				\$0.00	0%	\$384,000.00	\$0.00
9	Tiling	\$77,541.00		\$77,541.00				\$0.00	0%	\$77,541.00	\$0.00
9	Acoustical Tile Ceilings	\$95,675.00		\$95,675.00				\$0.00	0%	\$95,675.00	\$0.00
9	Acoustical Wall and Ceiling Panels Allowance	\$82,255.00		\$82,255.00				\$0.00	0%	\$82,255.00	\$0.00
9	LVT & Carpet	\$263,719.00		\$263,719.00				\$0.00	0%	\$263,719.00	\$0.00
9	Wood Flooring	\$125,500.00		\$125,500.00				\$0.00	0%	\$125,500.00	\$0.00
9	Concrete Treated Flooring Systems	\$34,040.00		\$34,040.00				\$0.00	0%	\$34,040.00	\$0.00
9	Painting	\$287,634.00		\$287,634.00				\$0.00	0%	\$287,634.00	\$0.00
10	Toilet Partitions/Accessories/Specialties	\$64,156.00		\$64,156.00				\$0.00	0%	\$64,156.00	\$0.00

Minden HS VE Ideas

EXHIBIT 4

8/6/2015

Price	Description	Accepted	Rejected	Notes
	Accepted VE Options (already Incorporated into 7-1-15 Preliminary GMP Price)			
\$ (7,642.00)	Delete PVC Jacketing on pipe insulation not accessible to studnets	-\$7,642.00		
\$ (2,788.00)	Standard PCS motors on exhaust fans in lieu of ECM	-\$2,788.00		
\$ (2,065.00)	Spring hose not motorized reels on Monoxivent	-\$2,065.00		
\$ (5,164.00)	Provide 195lf of wood benches at locker rooms in lieu of CIP concrete	-\$5,164.00		
\$ (1,549.00)	Provide Bradley WF-1 plastic sinks in shop in lieu of specified sinks	-\$1,564.00		
\$ (15,492.00)	Pex @ water lines 1" and smaller in lieu of copper	-\$15,492.00		
\$ (33,049.00)	Delete Portable shop equipment (DTH-800, TA-6, PCH-1, HC-4) self contained units at shop and provide exhaust fan/spiral pipe for (3) welding stations	-\$33,049.00		
\$ (11,360.00)	Substitute JR Smith 1010 Roof Drains for what was specified (3" & 4"). Substitute JR Smith 1070 Overflow Roof Drains for what was specified (3" & 4"). Substitute JR Smith 1010 Roof Drains for what was specified (6"). Substitute JR Smith 1070 Overflow Roof Drains for what was specified (6"). Substitute Bradley ELX-3 for LS-1's. Substitute Bradley MG-2 for LS-2's. 14. Substitute Moen 8430 manual faucets for what was specified on L-1's.	-\$11,360.00		
\$ (8,262.00)	Substitute Sloan 110/111 manual flush valves on WC's. Substitute Sloan 186 manual flush valves on UR's	-\$8,262.00		
\$ (2,065.00)	Delete painted finish on louvered penthouses (Finish to be galvanized)	-\$2,065.00		
\$ (61,968.00)	Provide HDHR-60WR Industrial Fans for Big Ass Fans	-\$61,968.00		
\$ (10,328.00)	Provide standard roof curbs with 16 GA hurricane clips in lieu of specified	-\$10,328.00		
\$ (7,746.00)	Delete Insulation and drywall @ RTU Curbs (\$7500)	-\$7,746.00		
\$ (48,464.00)	Delete duct lagging or double wall duct	-\$48,464.00		
\$ (16,640.00)	Area A: Combine ERV-2 & 3 into single unit	-\$16,640.00		
\$ (23,920.00)	Area A&B: Combine ERV-4 & 6 into single unit	-\$23,920.00		
\$ (22,880.00)	Provide Rudd GHE 125-500A and Rheem ST430A for water heater and storage tanks in lieu of specified	-\$22,880.00		
\$ (41,600.00)	Provide 1" duct liner for first 30' from fan on return, exhaust, and ventilation duct only of ERV's	-\$41,600.00		
\$ (12,480.00)	Better Temperature Control Sub Price	-\$12,480.00		
\$ (24,960.00)	Delete Heat Pump piping insulation	-\$24,960.00		
-\$75,000.00	Remove 56 stalls at south parking lot (need waiver from city for this)	-\$75,000.00		
-\$270,400.00	Remove HS demolition	-\$270,400.00		
-\$64,000.00	Delete ceramic wall tile in restrooms and showers	-\$64,000.00		Keep tile in commons bathrooms reduce by 1/2
-\$14,560.00	Delete 938 SF of Acoustical panels at Gym	-\$14,560.00		Reduction in Gym
-\$15,600.00	Remove stage from commons	-\$15,600.00		
-\$5,000.00	Remove modifications to Superintendent's Office (leave reception area remodel only)	-\$5,000.00		Only do work in reception area
-\$26,000.00	Delete casework in A103, A203, A204, A216, B102, B116, B121, B127, C103,C110, & H213	-\$26,000.00		
-\$61,000.00	VCT in lieu of LVT	-\$61,000.00		Will bid add alternate to go to LVT
-\$10,000.00	Delete rubber treads at stairs except at B111 & B139	-\$10,000.00		
-\$3,640.00	Tan interior locker color (standard color)	-\$3,640.00		
-\$20,000.00	Reduce hardscape in courtyard so only concrete is at pie shaped area at north and 5' sidewalk connecting courtyard exit stoops	-\$20,000.00		Will bid add alternate to include all hardscapes and ret wall
-\$114,000.00	Replace FB-1 with 4" split face CMU veneer (can't use putty)	-\$114,000.00		
-\$3,200.00	Reduce number of lockers to 350	-\$3,200.00		
-\$16,000.00	Delete mezzanine at band area	-\$16,000.00		
-\$8,000.00	Delete removal of already grouted, abandoned public utilities	-\$8,000.00		
-\$10,000.00	Delete "running whippet" in gym	-\$10,000.00		Will bid add alternate to add all hardscapes and ret wall back in
-\$10,000.00	Provide 195lf of wood benches at locker rooms in lieu of CIP concrete	-\$10,000.00		Will bid add alternate to add CIP concrete beches back in
-\$22,500.00	Delete Precast Wing Wall near Industrial Tech	-\$22,500.00		
-\$8,500.00	Delete Mezzanine at Industrial Tech	-\$8,500.00		
-\$63,000.00	Reduce Industrial Tech Building Height 4'	-\$63,000.00		
-\$46,000.00	Reduce Band/Vocal Building Height 4'	-\$46,000.00		

-\$40,000.00	Reduce Commons/Fitness Area 4'	-\$40,000.00		
-\$18,000.00	Thermal doors at storefront entrances	-\$18,000.00		Keep at B114A, A201D, & A201G
-\$20,000.00	School pays gas service charges for temporary heating of school during construction	-\$20,000.00		
-\$10,000.00	Delete sidewalks and lights on west side as discussed with DLR	-\$10,000.00		
-\$62,400.00	Owner pays temporary electric charges for project	-\$62,400.00		
	Total Items Accepted	-\$1,377,237.00	\$0.00	DLR indicated re-design fees should be able to come out of their reimbursable fund, but they needed to confirm and get back with us. None of these cost savings include any added dollars for re-design

Rejected VE Options				
\$ (1,080,309.00)	RTU system vs. California Loop (must delete credit for any heat pump systems above if this is taken) No insulation/drywall within RTU curbs, No Big Ass Fans, No duct lagging or double wall duct		-\$1,080,309.00	Too much re-design, operating costs are higher, maintenance is more, and life expectancy is less
\$ (5,200.00)	Area C: Combine house & balcony seating area WSHP & RTU into (1) DX/Gas RTU w/ ERV wheel and hot gas reheat for humidity control. Equipment might be higher, but big savings in WSHP Loop (no piping required for HP-17) and the cooling towers/boilers could be downsized. Also won't be an ERV to install (integral wheel in RTU)		-\$5,200.00	Credit is not worth the re-design work
\$ (20,800.00)	Relocate cooling tower if we do not need tanks		-\$20,800.00	This could possibly be taken if needed
-\$140,000.00	Provide gravel south parking lot in lieu of concrete paving (cannot be taken in full in conjunction with Alternate to delete portion of south parking) (Need waiver from city for this)		-\$140,000.00	Not interested in gravel due to maintenance in bad weather
-\$3,000.00	Delete multiple flooring colors/patterns at classrooms and corridors		-\$3,000.00	
-\$146,000.00	Replace brick veneer with 4" split face CMU veneer (any color except putty), delete thin brick in Precast. If putty, then deduct is \$160,000		-\$146,000.00	School should keep this in mind
-\$5,000.00	Reduce Athletic Storage by 30%		-\$5,000.00	
-\$430,000.00	Delete MS classroom addition		-\$430,000.00	Addition to remain in GMP, but this will be bid as an alternate so we know the exact price
-\$40,000.00	Delete MS life skills remodel		-\$40,000.00	
-\$1,700,000.00	Delete Industrial Tech Center (use existing)		-\$1,700,000.00	
-\$5,000.00	Delete paint striping on walls		-\$5,000.00	
-\$10,000.00	Delete moving existing stone/precast from old HS to new HS		-\$10,000.00	
-\$5,000.00	Delete booths at media center		-\$5,000.00	
-\$10,000.00	Delete Common Stairs		-\$10,000.00	
-\$120,000.00	Back Stage Re-design (Delete approximately 1,000 SF) (Green rooms)		-\$109,135.00	
-\$240,000.00	Change gymnasium to original bond size in lieu of competition gym, delete top loading of gym.		-\$240,000.00	
-\$14,560.00	Use standard PCS motors on WSHP in lieu of ECM Motors (must meet code for efficiency)		-\$14,560.00	Farris needs to re-visit this item prior to acceptance
-\$146,000.00	Replace remaining brick veneer with 4" split face CMU veneer (any color except putty), delete thin brick in Precast.		-\$146,000.00	This was previously rejected, but would be a good option to save money without sacrificing program space
-\$1,501,102.00	Specialties, Equipment & Furnishings (Div 10, 11, 12) that could be paid for by school in a lease to buy loan through the building budget in lieu of the bond budget		-\$1,501,102.00	This would still be included in GMP, but would just be paid for from a different funding source unless the work is removed from BJC scope of work or paid through a separate contract
-\$246,509.00	If school pays the Public Utility Relocation through the building budget in lieu of the bond budget		-\$246,509.00	This would still be included in GMP, but would just be paid for from a different funding source
-\$8,000.00	Stud Walls vs. CMU from balcony up		-\$8,000.00	
-\$13,000.00	5-4-4 precast in lieu of 6-4-4		-\$13,000.00	
\$0.00	Shower partitions in lieu of CMU separation		\$0.00	
	Total Rejected VE Items	\$0.00	-\$5,878,615.00	

AGENDA ITEM
Minden Public Schools
Meeting of Board Of Education, August 10, 2015

Discuss, consider and take all necessary action with regard to the Final Guaranteed Maximum Price proposal submitted by Boyd Jones Construction, Construction Manager for the new Minden High School building and additions and renovations to the Minden Middle School building projects.

**MOTION TO APPROVE FINAL GUARANTEED MAXIMUM PRICE
FROM CONSTRUCTION MANAGER AT RISK
FOR NEW MINDEN HIGH SCHOOL AND ADDITIONS AND RENOVATIONS TO THE
MINDEN MIDDLE SCHOOL BUILDING PROJECTS**

*Kearney County School District 50-0503
a/k/a Minden Public Schools
Meeting of Board of Education, August 10, 2015*

Motion made by _____, seconded by _____ that the Board of Education of this School District should and does hereby approve the Final Guaranteed Maximum Price (GMP) Proposal submitted by Boyd Jones Construction, Construction Manager at Risk for the new Minden High School building and additions and renovations to the Minden Middle School building, in the sum of TWENTY-TWO MILLION, FOUR HUNDRED TWENTY-ONE THOUSAND AND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$22,421,484.00) dated August 10, 2015 in the form attached to this Motion, PROVIDED that such approval is subject to:

- (1) the submission of a Final Guaranteed Maximum Price by Boyd Jones Construction following based upon 50% construction documents for all trades except masonry, steel fabrication, steel erection, mechanical, and electrical, which are based on 90% construction documents; and,
- (2) the agreement by Boyd Jones Construction set forth in the Preliminary Guaranteed Maximum Price that the Final Guaranteed Maximum Price shall not exceed the Preliminary Guaranteed Maximum Price approved by the prior Motion.

And further and hereby authorize the President of the Board of Education to execute a Final Guaranteed Maximum Price addendum to the CM@R contract with Boyd Jones Construction consistent with this Motion, and to take all other actions necessary to carry such agreement into effect.

The foregoing Motion having been read in its entirety, and after discussion and on roll call vote the following members voted in favor of passage and adoption of the foregoing motion:

The following members voted against the same: _____
The following members were absent or not voting: _____

The above Motion having been consented to by more than a majority of the members of the School Board of this School District was declared as [passed and adopted/not passed and not adopted] by the presiding officer of the School Board at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED August 10, 2015.

KEARNEY COUNTY SCHOOL DISTRICT 50-0503, A/K/A MINDEN PUBLIC SCHOOL DISTRICT

BY:

President

ATTEST:

Secretary