

Special Finance Meeting of the Shelton Public Schools Board of Education
Wednesday, February 24, 2021
the Elementary Conference Room
5:00 PM

President Lewis called the Special Finance Meeting of the Shelton Public Schools Board of Education to order at 5:00 PM on Wednesday, February 24, 2021 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

Administrator Gannon was present. No other visitors were present.

2. New Business

2.a. Information regarding Shelton Public School Budget

Matt Fisher and Carl Dietz of First National Capital Markets gave a presentation on school budgeting and finance for the district.

3. Old Business

3.a. Review and make a decision regarding architect bids for the roofing project

Motion made by Russ Muhlbach seconded by Lisa Stewart to accept the proposal from Weidner Architecture LLC as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

4. Adjournment

Motion made by Joe Berglund seconded by Chris Lewis to to adjourn at 7:56 PM. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

Respectfully Submitted,
Emmy Power, Secretary

February 11, 2021

**Proposal for Architectural Services
For
Roofing Improvements
Shelton Public Schools
210 Ninth St.
Shelton, NE 68876**

The project consists of removal and installation of new roofing .

SCOPE OF SERVICES

The Scope of Services shall include:

Construction Document Phase.

- a. Prepare Construction Documents to show adequate information to acquire the necessary building permit and other government approvals.
- b. Coordinate revisions as requested by the owner and incorporate them into the Final Construction Documents.
- c. Provide the Owner with one set of reproducible drawings with stamps and signatures for his use in printing sets to distribute for bids.

Bidding Phase

- a. Answer bidder's questions in writing in addendum form.
- b. Prepare addenda to the Construction Documents if necessary.

Construction Administration Phase.

- a. Review shop drawings, the results of tests and other data which the contractor is required to submit for conformance to the design concept and intent of the Construction Documents.
- b. Respond to the Request for Information (RFI), interpretation and clarification of the Construction Documents with reasonable promptness. The interpretations and decisions shall be written or drawn.
- c. Review change orders from the contractor.
- d. Prepare a punch list at time of substantial completion.

OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information.

SCHEDULE OF FEES

We propose to furnish all services described above for a lump sum fee of **\$ 3,000.00.**

The project will be billed as per the following schedule:

Construction Document Phase	90%	(\$ 2,700.00)
Bidding Phase	10%	(\$ 300.00)
Construction Administration Phase		Hourly as per Additional Services Fee Schedule

Additional Services:

Additional services requested by Owner shall be performed at the following rates:

Architect:	\$ 105.00/hr.
Consultants:	cost billed plus 15%

Reimbursable Expenses will be invoiced monthly at their cost plus 15% includes but not limited to:

Express delivery	cost plus 15%
Mileage	\$.56/mile
Bond Copy (24 x 36)	\$ 6.50 ea.
Bond Copy (8 ½ x 11)	\$.35 ea

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and sub-consultants shall not exceed **\$ 3,000.00**. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

ACCEPTANCE

Shelton Public Schools

WEIDNER ARCHITECTURE LLC

By _____

(Print) (Date)

Rick A. Weidner, AIA
4810 N. 159th Plaza, #89
Omaha, Ne 68116
Phone No.: (402) 871-6537

(Telephone No.)

Shelton Public Schools
Attn: Dr. Shanna Gannon, Superintendent
210 9th Street
P.O. Box 610
Shelton, NE 68876
(308) 647-6742

February 11, 2021

Dear Dr. Gannon and School Board Members:

KPE (CONSULTANT) is pleased to present this agreement for professional architectural services to Shelton Public Schools (CLIENT) for resurfacing of four roof areas of the existing high school. Approximate area of resurfacing is 29,000 SF.

Scope of Services

CONSULTANT shall provide professional services for the attached Exhibit A (Scope of Services).

Personnel

Mike McLennan, will serve as the Project Manager. CONSULTANT'S staff of architects will perform the facility assessment per the agreed upon Scope of Services.

Compensation

CONSULTANT shall provide professional services as identified in the Scope of Services for a Lump Sum of \$12,000 which includes all items listed in Exhibit A Scope of Work.

CONSULTANT will provide Additional Services as identified in the Scope of Work (Exhibit A). Additional Services will be charged on an hourly basis in accordance with CONSULTANT'S standard hourly rate schedule, attached as (Exhibit B).

Terms and Conditions

This agreement consists of this proposal letter, the attached Scope of Services labeled as Exhibit A, the attached Standard Hourly Rate Schedule labeled as Exhibit B and the attached General Provisions labeled as Exhibit C. This proposal is valid for 45 days.

Please confirm your acceptance of this agreement by signing below and returning one original signed copy to CONSULTANT'S Omaha office.

KPE - CONSULTANT

Chad Liechti, PE, Associate Principal

Shelton Public Schools - CLIENT

(Please Print Name//Title)

Date of Acceptance

The contract is for providing professional architectural services for the referenced project. The project is located in Shelton, NE and consists of the resurfacing of four roof areas of the existing high school. Approximate area of resurfacing is 29,000 SF. The resurfacing product will be a reinforced two part, aromatic and aliphatic urethane system. Existing roof drains and scuppers will be utilized. The detailed design services will be handled by KPE's design team of architects. Mike McLennan will be project manager for the project, responsible for project quality and scheduled delivery. Professional services will be provided according to the scope of work defined below.

I. Scope of Work – Specific

1. Architectural
 - a. Design of roof resurfacing to be in compliance with all current building and environmental requirements.
 - b. Review and coordinate design / details with owner provided drawings.
 - c. Field verification of existing conditions (One site visit).
 - d. Complete construction drawings and specifications.
2. Bidding Assistance
 - a. Distribute bidding documents to local roofing companies.
 - b. Coordinate and attend a pre-bid conference.
 - c. Answer contractor questions during bidding.
 - d. Attend opening of bids and provide recommendation of a roofing contractor.
3. Provide CA/CO (Construction Administration / Construction Observation) of project.
 - a. Shop drawing review.
 - b. Respond to contractor questions.
 - c. Three (3) site visits
 - Pre-construction Meeting
 - One (1) Construction Site Visit
 - Punch List Inspection
 - d. Review and approve contractor pay-applications.
4. Coordinate close-out of project.
 - a. Punch list verification of roof
 - b. Collect required close-out documentation – including roofing manufacturer proof of acceptance and warranty paperwork.
5. Deliverables
 - a. Construction Drawings; 24"x36" black line drawings on bond paper; one copy.
 - b. 8-1/2"x11" bound specifications book, one copy.
 - c. Bidding Documents to be stamped by a Nebraska licensed architect.
 - d. Provide final drawings and specifications in PDF format.
 - e. Provide and coordinate Owner-Contractor Contract, if required.

II. Clarifications to Scope of Work

1. Design of Project alternates are additional services at KPE's standard hourly rates. See Exhibit B.
2. Travel / printing expenses associated with the Scope of Work / Deliverables are included.

III. Other Potentially Required Services (Not included in scope of work)

1. Plumbing design.
2. Hazardous materials testing and abatement.
3. Additional Site visits.
4. Additional meetings.
5. Other services not identified in Scope of Work above.

IV. Owner Responsibility Items:

1. All costs for reproduction of drawings / specifications for bidding purposes.
2. All costs for special inspections required by local and state building codes. These inspections are usually third-party inspections.
3. Permits and special plan review fees from local and state entities to authority having jurisdiction obtained and submitted by others and / or specified in the construction documents. Permit fees are to be paid by the contractor.

PROFESSIONAL RATE SCHEDULE

2021

Principal/Associate Principal	\$160.00 - \$190.00
Senior / Project Engineer	\$150.00 - \$170.00
Senior / Project Architect	\$150.00 - \$170.00
Jr / Staff Engineer / Designer	\$115.00 - \$150.00
Jr / Staff Architect / Designer / Const. Manger	\$115.00 - \$150.00
Project Coordinator	\$ 60.00 - \$ 65.00
Admin/Intern	\$ 55.00 - \$ 60.00

GENERAL PROVISIONS EXHIBIT C

This is an exhibit attached to and made part of the letter agreement dated **11 February 2021** between: **Shelton Public Schools** (CLIENT) and **KPE –Consulting Engineers, Inc. (KPE)** (CONSULTANT). The General Provisions agreed to by CONSULTANT AND CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT, as instruments of service shall remain property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project: however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S sub consultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination of Agreement: This agreement or any portion thereof, may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, full payment of General Consulting Engineering for work performed prior to the date of termination shall be made to CONSULTANT within 30 days after the date of termination.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensations for such changes. Fees for these changes will be computed on an hourly basis using the CONSULTANT'S rate schedule.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees to limit the CONSULTANT'S liability to all parties on the project due to the CONSULTANT'S negligent professional acts, errors or omissions, such that the total aggregate liability of the CONSULTANT shall not exceed the CONSULTANT'S total fee for services rendered under this contract, or \$20,000.00 whichever is greater.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Contractor's Work: That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the client's contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Hazardous Materials: That the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Payment: CONSULTANT will bill you monthly for services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to CONSULTANT upon receipt of invoice. Invoicing shall occur no more frequently than monthly intervals. A service charge of one and one-half percent per month will be added to amounts outstanding after 30 days. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

BOE Update February 19, 2021

Brief Follow-up From Board Meeting

Architectural Services:

Mr. Weidner from Weidner Architecture LLC replied to the questions we generated during the board meeting. His response is in blue below.

We do not include construction administration in projects like this because of the amount of unknowns once construction has started such as deteriorating roof deck that needs to be replaced, bad roof drainage systems and with roof top units being replaced, structural redesign to support the units. It also depends a lot on the contractors doing the work. Some contractors require more contact when issues come up. Instead of working as a team, they want us to meet and give them a solution.

Mr. Wolfsohn (From Tremco) works with very good/competent contractors.

Typical contract administration cost for this type of project is \$1,200.00 not including reimbursable expenses. I anticipate 6 hours on site and 6 hours of reviewing documents and answering questions.

No, I don't charge for travel time to a project site.

Basketball Safety Straps

I am attaching an example of the safety inspection GPS Flooring did for Doane College. They explained to me that the safety inspection is very in-depth. They will check every nut and bolt, all of the braces, and brackets and tighten anything that is loose as well as lubricate everything. In addition, they will re-level all of the backboards.

The safety inspection is something we may want to put on a 2 year rotation cycle and alternate gyms every other year.

Each Draper safety strap costs \$565 so with the installation of 5 of those, the materials costs are approximately \$2,825 for the safety strap installation. Plus re-cabling all motors and labor costs.

ESSER II Funds (CARES)

This is the second round of CARES money allocated to districts.

Shelton's allocation is \$118,569

I emailed NDE and they said we do not need pre-approval to use ESSER II funds for HVAC work. We would need something from Rassmussen saying the installation of new equipment would improve air quality.

I will work on getting proposals from Rassmussen for the March Meeting for the larger HVAC work so we can make a decision about how to proceed with ESSER II as well as QCPUF.

Transportation

Great news! The new van is in and will be picked up on Monday.

Gangwish Seed Farms has offered to charter a bus to transport the girls basketball team to District Finals. The school is working on details to send a spirit bus for students. We will most likely dismiss school at 2:30 that day so everyone can make it to the early 5:00 game in Brady.