

## **Agenda**

- I. Site Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
  - A. Minutes of the Previous Month's Meetings
  - B. Treasurer's Report
  - C. Statement of Activity Fund Accounts
  - D. Recommendation for Bill Payment
- VI. Items From Patrons on Agenda Items
- VII. Old Business
  - A. Bond Improvements/ Facility Improvements Summer Projects Update/ Site Committee Notes
  - B. Board to consider a Resolution authorizing the issuance and sale of General Obligation School Building Bonds, Series 2020, in an amount not to exceed \$28,500,000; canvassing the returns of the Special Election held in connection with such Bonds; and related matters
  - C. Discussion of Graduation/ Senior BBQ/ Prom Class of 2020
  - D. Items Related to School Opening in August 2020
- VIII. New Business
  - A. Olsson Geotech and Survey Testing Proposals for Springfield and Westmont Elementary Schools
  - B. Rule 10 Affidavit Regarding School Closure on March 23, 2020 to the Nebraska Department of Education
  - C. Educational Service Unit #3 Core Service Funds Purposes for 2020-21
  - D. Educational Service Unit #3 Property Tax Levy Funds Purposes for 2020-21
  - E. Educational Service Unit #3 Driver's Education Contract
  - F. Certified Contract for Lauren Michelle for 2020-21
- IX. Reports
  - A. Set a Board Retreat Date
  - B. NASB Notes- May 2020
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn



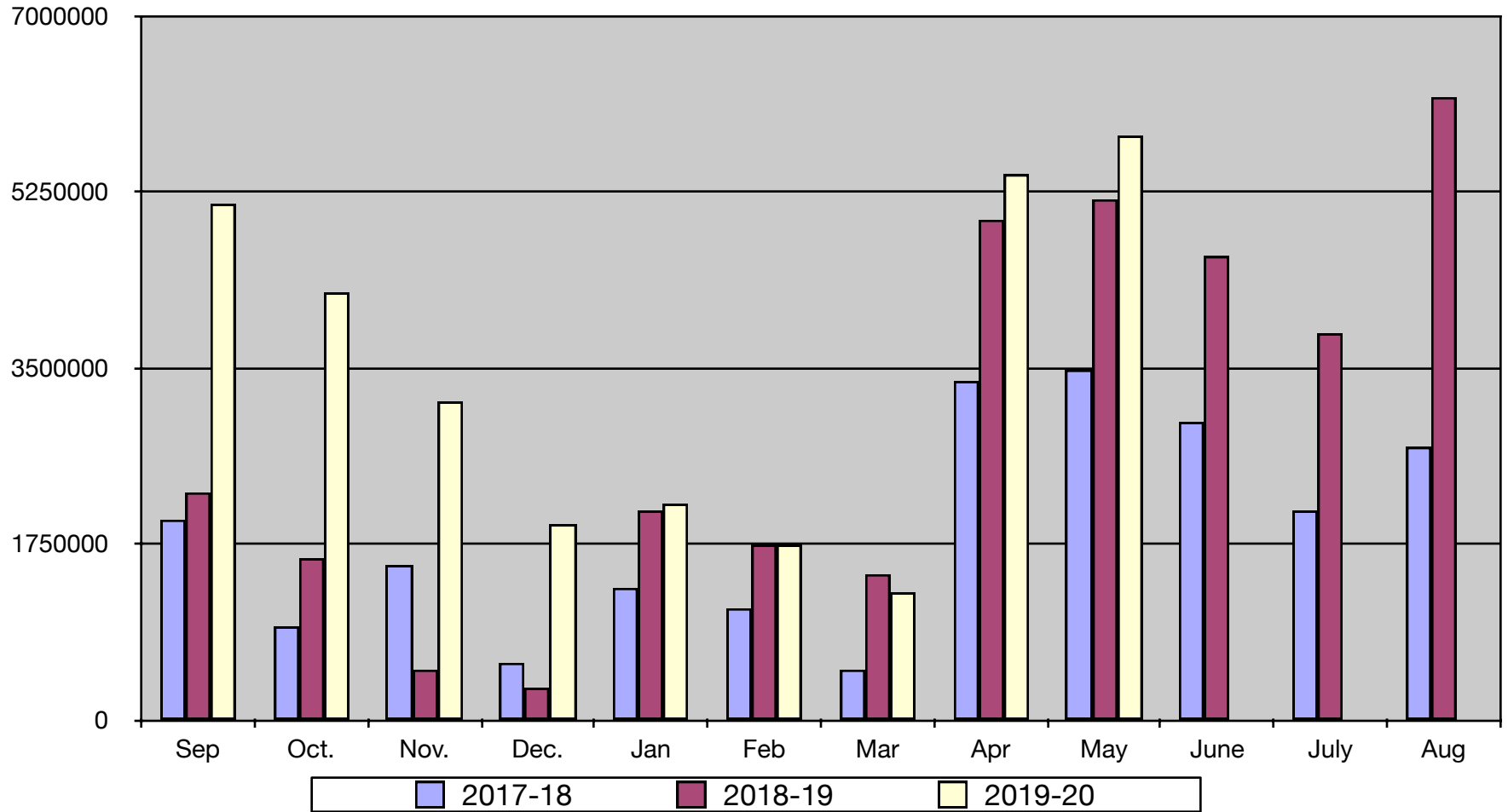
## **Finance Report May 2020**

- Our cash balance for the General Fund is \$5,814,162.64. A big tax draw in April of \$5 million plus helped the cash reserve. This will help us get through to August and our next big tax draw. Once we get to October, we hope to pay back the \$2 million tax anticipation note we used to get through the lean winter months of limited taxes coming in.
- General Fund spending for the year is up 2.5% from \$12,131,389 in 2018-19 to \$12,432,498 so far in 20189-20. Our goal is to keep this under 3% for the year. See monthly spending report.
- We will start reviewing revenue projects and projected budget for 2020-21 at our work session meeting on June 22.
- I went through an hour and a half meeting with the Bond rating company out of Colorado last week. I think our district looks pretty favorable and should receive a high bond rating. Cody will be here tonight to talk through the best way to proceed with the bond issuance.
- We continue to work with ESU #3 on ordering mass supplies for the 2020-21 school year, especially with masks and hand sanitizer. I put on our requests last week and should get pricing back later this week and everything ordered. We will continue to look at other items needed to start the school year throughout June.
- Preliminary valuations for 2020-21 should be available in another week or two to discuss budget at work session.

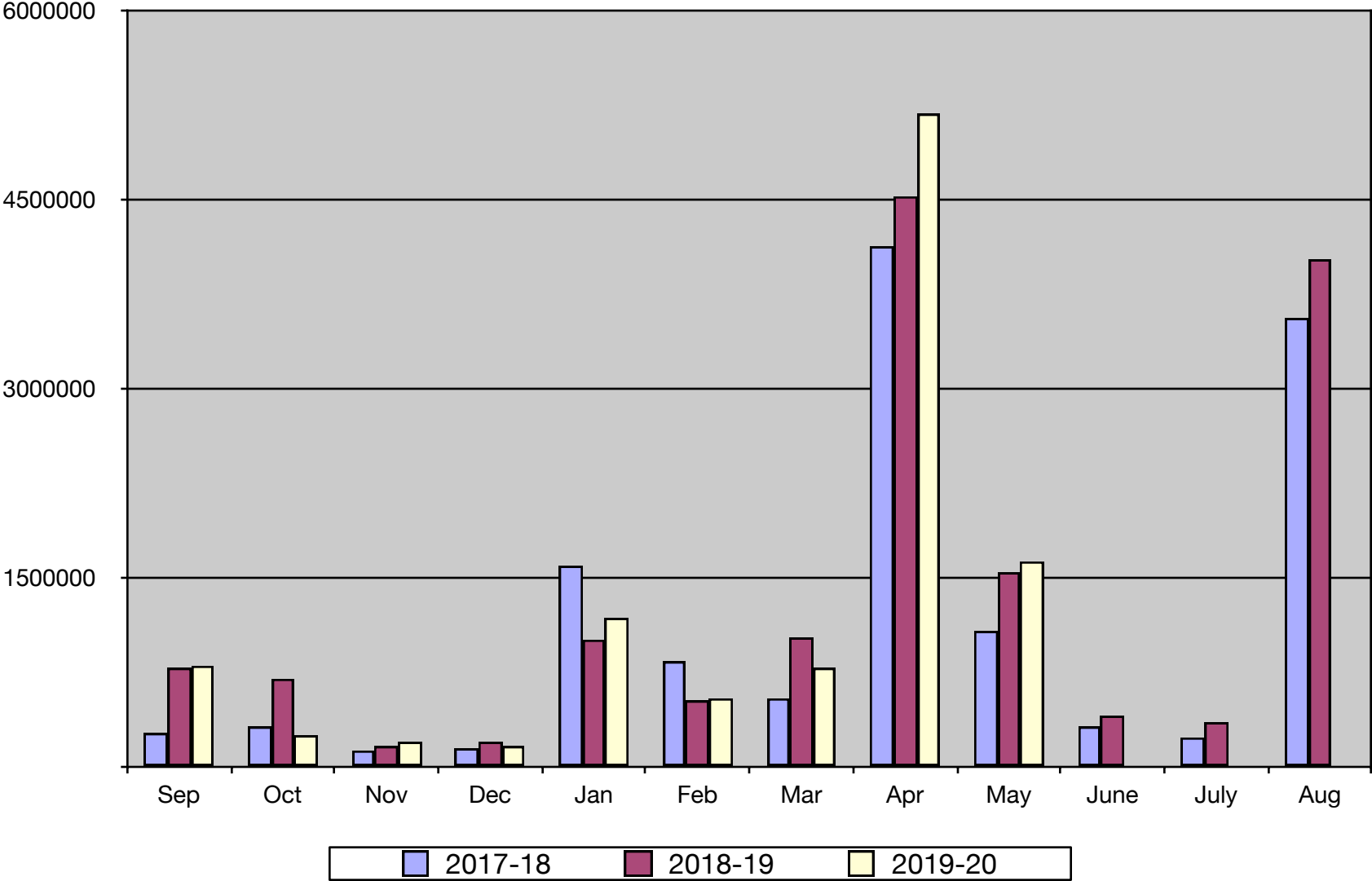
## CASH COMPARISONS as of April 30, 2020

			2017-18	2018-19	2019-20
	<b>February</b>	General Fund	\$1,108,009.62	\$1,753,971.95	\$1,746,377.09
		Emp. Benefit Fund	\$ 2,514.24	\$ 174,843.33	\$ 175,105.78
		Building Fund	\$ 564,787.14	\$ 330,471.92	\$ 800,592.02
		School Lunch	\$ 111,233.40	\$ 144,052.17	\$ 198,433.40
		Bond Fund	\$ 79,179.78	\$ 68,297.82	\$ 59,704.12
		Depreciation Fund	\$ 2,502.96	\$ 37,528.51	\$ 72,611.58
		QCPUF	\$ 67,923.84	\$ 38,567.29	\$ 37,851.23
			\$1,936,150.98	\$2,547,732.99	\$3,090,675.22
	<b>March</b>	General Fund	\$ 492,422.48	\$1,457,616.84	\$1,277,310.46
		Emp. Benefit Fund	\$ 2,514.34	\$ 174,864.17	\$ 175,124.20
		Building Fund	\$ 498,440.50	\$ 434,122.63	\$ 949,820.76
		School Lunch	\$ 120,074.38	\$ 103,368.04	\$ 181,653.14
		Bond Fund	\$ 94,739.05	\$ 94,352.21	\$ 98,960.31
		Depreciation Fund	\$ 2,503.06	\$ 37,532.98	\$ 72,619.22
		QCPUF	\$ 81,113.76	\$ 62,989.87	\$ 37,520.90
		March Total	\$1,291,807.57	\$2,364,846.74	\$2,793,008.99
	<b>April</b>	General Fund	\$3,370,417.00	\$4,986,649.64	\$5,439,299.59
		Emp. Benefit Fund	\$ 2,514.45	\$ 174,887.17	\$ 175,138.59
		Building Fund	\$ 893,067.51	\$1,009,786.34	\$1,654,997.35
		School Lunch	\$ 170,228.00	\$ 149,290.96	\$ 164,730.51
		Bond Fund	\$ 254,095.98	\$ 256,354.46	\$ 266,371.63
		Depreciation Fund	\$ 2,503.17	\$ 37,537.91	\$ 72,626.86
		QCPUF	\$ 196,681.05	\$ 180,576.21	\$ 161,945.35
		April Total	\$4,889,507.16	\$6,795,082.69	\$7,935,109.88
	<b>May</b>	General Fund	\$3,495,774.48	\$5,189,232.22	\$5,814,162.64
		Emp. Benefit Fund	\$ 2,514.56	\$ 174,909.45	\$ 175,152.50
		Building Fund	\$1,384,334.85	\$1,400,583.44	\$1,909,071.50
		School Lunch	\$ 113,584.51	\$ 118,252.43	\$ 156,719.82
		Bond Fund	\$ 282,939.19	\$ 279,394.15	\$ 306,452.81
		Depreciation Fund	\$ 2,503.28	\$ 37,542.69	\$ 72,630.96
		QCPUF	\$ 196,755.19	\$ 193,165.44	\$ 177,624.81
		May Total	\$5,478,406.06	\$7,393,079.82	\$8,611,815.04

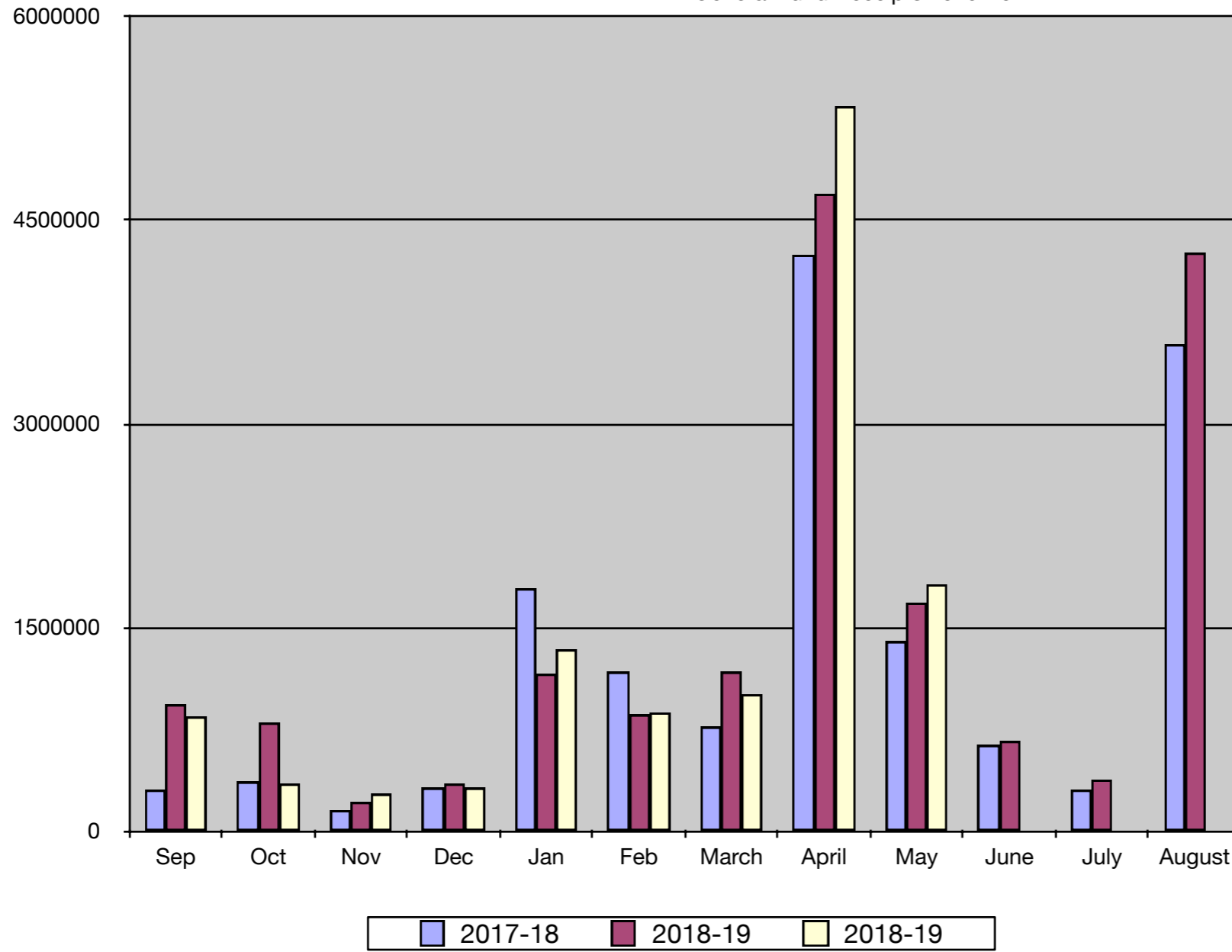
General Fund Balance 2019-20



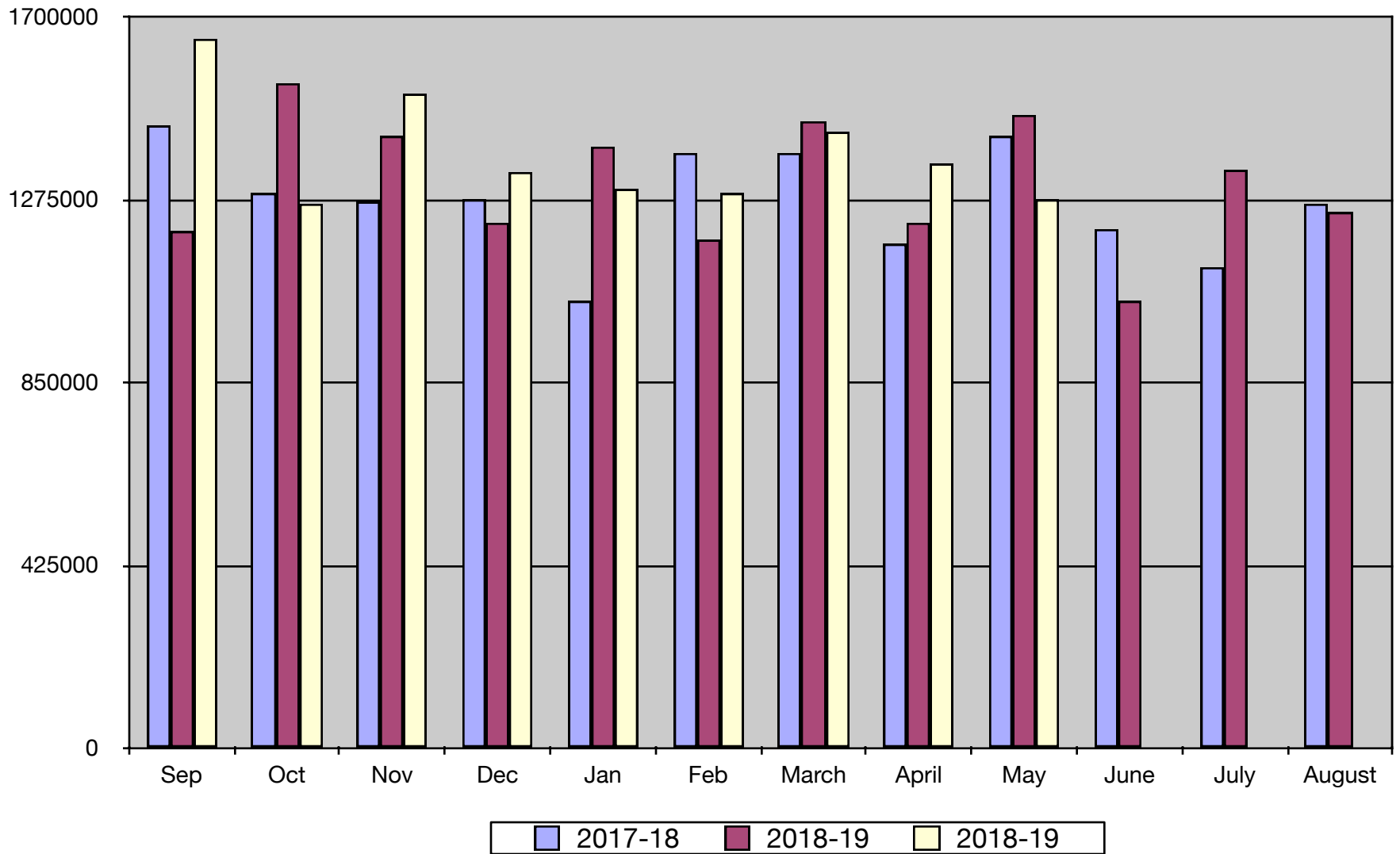
General Fund Tax Draws 2019-20



General Fund Receipts 2019-20



General Fund Expenses 2019-20





## **Board of Education Regular Meeting**

Online Virtual Meeting

Monday, May 11, 2020 7:00 PM

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, May 11, 2020, via Zoom Online Meeting. Present: Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Absent: None.

Posted Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Swanson informed the board and the public that the Act is located on the meeting agenda.

Action to approve the Consent Agenda as presented passed with a motion by Sherman and a second by Roseland. Vote: Yeas- Fisher, Osborn, Icenogle, Roseland, Sherman, Swanson.. Nays- None.

Action to approve the tile project at PHS proposal from Midwest Floor Coverings as presented passed with a motion by Fisher and a second by Roseland. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays- None.

Action to approve the Alarm System Upgrade at PHS proposal from Midwest Alarm Services as presented passed with a motion by Fisher and a second by Sherman. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays- None.

Action to approve the Nebraska State Social Studies Standards as approved by the State Board of Education as Springfield Platteview Community Schools district standards passed with a motion by Sherman and a second by Fisher. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays- None.

Action to approve the move of the April 2021 in-service date from April 30th to April 23rd in the 2020-21 school calendar passed with a motion by Roseland and a second by Fisher. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays- None.

Mr. Richards updated the board on end of the school year and summer items related to the coronavirus to include, remote summer school, ESU 3 Survey for students, parents, and staff regarding remote learning, Honors Night, Senior Cruise, Prom, Graduation, and weight room usage with restrictions. The Superintendent will continue

to watch the curve and follow state recommendations and guidelines.

Action to approve the certified contract for Kristina Bell for 2020-21 passed with a motion by Icenogle and a second by Fisher. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.

Action to approve the certified contract for Jan McKay for 2020-21 passed with a motion by Icenogle and a second by Fisher. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.

Action to approve the copier proposal from Capital Business Systems for a 48 month term as presented passed with a motion by Sherman and a second by Roseland. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.

Building Principals presented student and staff successes in their respective buildings.

President Swanson informed the board that the policy committee discussed Social Media Guidelines, Title 9 State Guidance, and the Religious Freedom Act.

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

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

Action to adjourn the meeting at 8:35 p.m. passed with a motion by Sherman and a second by Roseland. Vote: Yeas-Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.



P.O. BOX 1507, GRAND ISLAND, NE 68802-1507

Address Service Requested



ACCOUNT:  
DOCUMENTS:

XXXXXX7773  
0

PAGE: 1  
05/29/2020



5251 1 AB 0.419 20



SARPY COUNTY SCHOOL DIST 0046  
14801 S 108TH ST  
SPRINGFIELD, NE 68059-4925

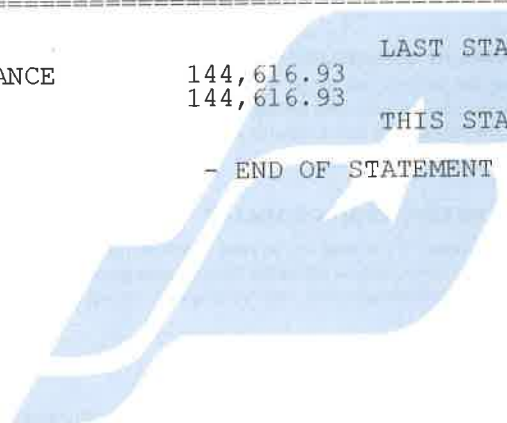


1-5PTS-DDAs-03 200601  
001-001-005251 000086569

=====  
Business Checking ACCOUNT XXXXXX7773  
=====

AVG AVAILABLE BALANCE	144,616.93	LAST STATEMENT 04/30/20	144,616.93
AVERAGE BALANCE	144,616.93	CREDITS	.00
		DEBITS	.00
		THIS STATEMENT 05/29/20	144,616.93

- END OF STATEMENT -



SPRINGFIELD STATE BANK  
600 MAIN ST  
SPRINGFIELD, NE 68059-3220  
Tel: (402)253-2222

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

Statement Date: **05/29/2020** Enclosures: ( 0)

Account No.: **4151129** Page: **1**

**REGULAR CHECKING ACCOUNT SUMMARY**

Category	Number	Type :	REG	Status :	Active	Amount
Balance Forward From 04/30/20						1,057.58
Debits						0.00
Ending Balance On 05/29/20						1,057.58
Average Balance (Collected)	1,057.58+					

Direct Inquiries About Electronic Entries To:  
Phone: (402) 253 - 2222

**AVERAGE AND MINIMUM BALANCES**

Average Ledger Balance :	1,057.58	Minimum Ledger Balance :	1,057.58
Average Collected Balance :	1,057.58	Minimum Collected Balance :	1,057.58
Average Available Balance :	1,057.58	Minimum Available Balance :	1,057.58

**OVERDRAFT FEE SUMMARY**

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

**This Statement Cycle Reflects 29 Days**

FOR "A CYBERSECURITY GUIDE FOR CONSUMERS" GO TO  
[HTTPS://WWW.FDIC.GOV/CONSUMERS/ASSISTANCE/PROTECTION/  
BROCHURES/CYBERCUSTOMER.PDF](https://www.fdic.gov/consumers/assistance/protection/brochures/cybercustomer.pdf)

**PRIVACY NOTICE**

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at [springfieldstatebank.com/documents/annual-privacy-notice.pdf](http://springfieldstatebank.com/documents/annual-privacy-notice.pdf) or we will mail you a free copy upon request if you call us at 402-253-2222

May 2020 Admin. Revolving

Administrative  
6/3/2020

Date	Num	Transaction	Payment	C
5/8/2020	5849	PRIME COMMUNICATIONS cat: Inv. 58195 memo: 01-2-02410-432-001-22	629.50	R
5/8/2020	5850	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 01-2-02510-531-000-01	134.20	R
5/12/2020	TXFR	TraNSFER FROM GENERAL		R
5/12/2020	TXFR	TraNSFER FROM GENERAL		R

# Current Cash Balance

Sorted by Site ID, Group ID, Activity Name; Filtered by Site.  
From 05/01/2020 to 05/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
PCJH	Platteview Central Jr High							
D	Clubs/Organizations							
	440		National Honor Society	643.58	0.00	0.00	0.00	643.58
	465		Student Council	615.49	0.00	0.00	0.00	615.49
		D	<b>Totals:</b>	1,259.07	0.00	0.00	0.00	1,259.07
M	Miscellaneous							
	727		Destination Imagination	2,167.69	0.00	0.00	0.00	2,167.69
	745		Library	354.87	0.00	0.00	0.00	354.87
	755		Parent Advisory Council	1,908.72	0.00	330.00	0.00	1,578.72
	750		Principal	4,623.62	193.00	1,620.57	0.82	3,196.87
	765		Science In Motion	317.67	0.00	0.00	0.00	317.67
		M	<b>Totals:</b>	9,372.37	193.00	1,950.57	0.82	7,815.62
		PCJH	<b>Totals:</b>	10,631.44	193.00	1,950.57	0.82	8,874.69
		<b>Report Totals:</b>		10,631.44	193.00	1,950.57	0.82	8,874.69

Darin Johnson

6-1-2020

# Current Cash Balance

Sorted by Site ID, Group ID; Filtered by Site.  
From 05/01/2020 to 05/31/2020.

Site ID    Site Name  
Group ID    Group Name

			Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>PHS</b>	<b>Platteview High School</b>						
A	Athletics		9,484.98	25.00	8,307.49	0.00	1,202.47
B	Activities		13,704.54	0.00	3,669.76	0.00	10,034.78
C	Classes		64,633.41	130.00	8,151.52	-146.49	56,465.40
D	Clubs/Organizations		18,505.73	1,118.00	990.00	-325.00	18,308.73
E	Education		4,940.24	0.00	0.00	0.00	4,940.24
F	Fundraising		27,754.40	80.00	3,438.20	-80.00	24,316.20
M	Miscellaneous		13,391.57	0.00	1,114.53	452.36	12,729.40
N	Non-Active Accounts		0.00	0.00	0.00	0.00	0.00
	<b>PHS Totals:</b>		<b>152,414.85</b>	<b>1,353.00</b>	<b>25,671.50</b>	<b>-99.13</b>	<b>127,997.22</b>
	<b>Report Totals:</b>		<b>152,414.85</b>	<b>1,353.00</b>	<b>25,671.50</b>	<b>-99.13</b>	<b>127,997.22</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity Name; Filtered by Site.  
From 05/01/2020 to 05/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SE	Springfield Elementary							
D	Clubs/Organizations							
		465	Student Council	657.87	0.00	0.00	0.00	657.87
			D	<b>Totals:</b>	657.87	0.00	0.00	657.87
M	Miscellaneous							
		727	Destination Imagination	4,942.05	0.00	0.00	0.00	4,942.05
		745	Library	1,728.58	0.00	0.00	0.00	1,728.58
		760	Pop	298.34	0.00	0.00	0.00	298.34
		750	Principal	4,096.08	0.00	0.00	1.09	4,097.17
		775	Walk-A-Thon	1,940.25	0.00	0.00	0.00	1,940.25
			M	<b>Totals:</b>	13,005.30	0.00	0.00	13,008.39
			SE	<b>Totals:</b>	13,663.17	0.00	0.00	13,664.26
			<b>Report Totals:</b>	13,663.17	0.00	0.00	1.09	13,664.26

*Kathleen Heneger*

6-3-2020

# Current Cash Balance

Sorted by Site ID, Group ID, Activity Name; Filtered by Site.  
From 05/01/2020 to 05/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>WE</b>	<b>Westmont Elementary</b>							
<b>D</b>	<b>Clubs/Organizations</b>							
		465	Student Council	67.36	0.00	0.00	0.00	67.36
			<b>D Totals:</b>	<b>67.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>67.36</b>
<b>M</b>	<b>Miscellaneous</b>							
		727	Destination Imagination	3,491.67	59.75	0.00	0.00	3,551.42
		745	Library	4,583.49	0.00	0.00	0.00	4,583.49
		760	Pop	630.71	52.00	0.00	0.00	682.71
		750	Principal	2,388.08	462.00	498.91	0.00	2,351.17
			<b>M Totals:</b>	<b>11,093.95</b>	<b>573.75</b>	<b>498.91</b>	<b>0.00</b>	<b>11,168.79</b>
			<b>WE Totals:</b>	<b>11,161.31</b>	<b>573.75</b>	<b>498.91</b>	<b>0.00</b>	<b>11,236.15</b>
			<b>Report Totals:</b>	<b>11,161.31</b>	<b>573.75</b>	<b>498.91</b>	<b>0.00</b>	<b>11,236.15</b>

*Melissa Hasty*

PEEC/WEEC APRIL 2020

PEEC-WEEC  
6/4/2020

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			48.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	2	Items	735.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			783.23

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			783.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	1	Item	140.00
Register Balance as of 4/30/2020:			923.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			923.23

PEEC/WEEC MAY 2020

PEEC-WEEC  
6/4/2020

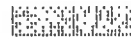
Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			783.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	1	Item	140.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			923.23

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			923.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Balance as of 5/29/2020:			923.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			923.23



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

Account Number  
 XXXX-XXXXX7-21006

Closing Date  
 05/22/20

Page 3 of 3

**Activity Continued**

Card Number XXXX-XXXXX7-25023	Reference Code	Amount \$
04/29/20 ADOBE ACROPRO SUBS A SAN JOSE CA REF# 838692717 ADOBE.LY/ENUS 04/28/20	83869271700 Frank 01-2-01100-643-000-01	16.04
04/30/20 DISPLAYS2GO 401-247-0333 MA REF# PSI151409 DISPLAYS 04/29/20	PHS- 01-2-02410-610-000-22	337.28
05/01/20 THE WEBSTAIRANT STOR 717-392-7472 PA 842580201 51635039 594925 05/01/20 ROC NUMBER 8425802012270116	FS. 84258020122 06-2-03100-610-000-01	506.39
05/03/20 B & D Pitstop SPRINGFIELD NE REF# 85544020124 402-253-8004 05/01/20	FUEL 85544020124	30.78
05/06/20 CREDIT FOR FRAUDULENT CHARGE DATE OF ABOVE 05/06	01-2-02510-890-000-01	-8.42 Credit
05/06/20 USPS.COM POSTAL STOR 800-782-6724 MO REF# 11743945213 8007826724 05/05/20 ROC NUMBER 11743945213	PC 11743945213 PHS Pre-stamped envelopes 01-2-02510-531-000-01	1,878.30
05/11/20 THE CONTENTI CO 0000 PAWTUCKET RI REF# 99999990132 4013053000 05/08/20 REFER TO RECEIPT ROC NUMBER 9999999013220000	PHS- Activity Fund. 99999990132 CK.#	339.18
05/12/20 B & D Pitstop SPRINGFIELD NE REF# 85544020133 402-253-8004 05/11/20	FUEL 85544020133	29.30
05/14/20 GENERALMEDI 8472023233 IL REF# 10039296495 8472023233 05/13/20 DEVICES ROC NUMBER 100392964952	10039296495 01-2-02600-610-000-01	2,017.68
05/17/20 FASTSIGNS OMAHA NE REF# 85157940138 402-493-7960 05/15/20	85157940138 Producing 2010/4/17 01-2-02310-890-000-01	349.00
05/20/20 EB *COLLABORATIVE AM SAN FRANCISCO CA REF# JZ3M17G7 8014137200 05/20/20	M. Hasky 01-2-02410-330-004-12 K. Susman 01-2-02210-330-004-12	336.14
<b>Total for BRETT A. RICHARDS</b>	New Charges/Other Debits Payments/Other Credits	5,840.09 -8.42

fuel = 60.08  
 01-2-02650-626-000-01

6308

# Springfield Platteview Community Schools

Check Payments By Fund Report JUNE 8, 2020

GENERAL FUND			
Payee	Account Code	Reason	Amount
2080 MEDIA, INC.	01-2-02620-610-000-01	SUPPLIES	\$565.92
A.P.M. ARCHITECTURE, INC.	01-2-02510-340-000-01	SPCS- SPRINGFIELD ELEMENTARY	\$6,289.98
AGILE SPORTS TECHNOLOGIES, INC.	01-2-02410-643-000-22	BVBB-20/21	\$900.00
AGILE SPORTS TECHNOLOGIES, INC.	01-2-02410-643-000-22	BVFB-20/21	\$1,000.00
AGILE SPORTS TECHNOLOGIES, INC.	01-2-02410-643-000-22	GVBB- 20/21	\$900.00
AGILE SPORTS TECHNOLOGIES, INC.	01-2-02410-643-000-22	SILVER- 20/21	\$2,449.00
Alexander, Ronald A	01-2-02410-333-001-22	REIMBR. MILEAGE/SENIOR DELIVERY	\$48.88
AMAZON	01-2-01100-610-001-22	SUPPLIES	\$685.98
AMAZON	01-2-01100-610-004-12	SUPPLIES	\$540.52
AMAZON	01-2-02620-610-000-01	SUPPLIES	\$66.68
American Express	01-2-01100-643-000-01	MAY 2020 CREDIT CARD	\$16.04
American Express	01-2-02120-330-000-12	CREDIT MEMO	(\$348.23)
American Express	01-2-02120-330-000-12	MAY 2020 CREDIT CARD	\$168.07
American Express	01-2-02310-890-000-01	MAY 2020 CREDIT CARD	\$349.00
American Express	01-2-02410-330-000-12	CREDIT MEMO	(\$348.23)
American Express	01-2-02410-330-000-12	MAY 2020 CREDIT CARD	\$168.07
American Express	01-2-02410-610-001-22	MAY 2020 CREDIT CARD	\$337.28
American Express	01-2-02510-531-000-01	MAY 2020 CREDIT CARD	\$1,878.30
American Express	01-2-02510-890-000-01	APR 2020 CREDIT CARD	\$8.42
American Express	01-2-02510-890-000-01	CREDIT MEMO	(\$8.42)
American Express	01-2-02650-626-000-01	APR 2020 CREDIT CARD	\$222.94
American Express	01-2-02650-626-000-01	MAY 2020 CREDIT CARD	\$60.08
American Express	01-2-02660-610-000-01	MAY 2020 CREDIT CARD	\$2,017.68
AT&T MOBILITY	01-2-02510-530-000-01	WIRELESS- COVID-19	\$677.62
Awareity, Inc.	01-2-02660-643-000-20	ANN. SUBSCRIPTION 20/21	\$1,710.75
Black Hills Energy	01-2-02610-621-004-12	NATURAL GAS @ WM	\$109.35
Canon Financial Services, Inc.	01-2-02510-443-000-01	COPIER LEASE	\$1,455.00
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-001-22	PRINTER LEASE	\$35.08
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-002-11	PRINTER LEASE	\$18.53
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-004-12	PRINTER LEASE	\$78.47
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-005-21	PRINTER LEASE	\$1.66
CAPITAL BUSINESS SYSTEMS, INC.	01-2-02510-443-000-01	PRINTER LEASE	\$19.30
CAPITAL BUSINESS SYSTEMS, INC.	01-2-02510-610-000-01	FREIGHT	\$18.00
CENTURY LINK	01-2-02510-530-000-01	PHONE SERVICE	\$363.16
CHILDREN SUCCEED THERAPY, LLC	01-2-02161-340-000-01	SPED SERVICE	\$709.50
CHILDREN SUCCEED THERAPY, LLC	01-2-02162-340-000-01	SPED SERVICE	\$528.00
CHILDREN SUCCEED THERAPY, LLC	01-2-02163-340-000-01	SPED SERVICE	\$16.50
CHILDREN SUCCEED THERAPY, LLC	01-2-02172-340-000-01	SPED SERVICE	\$82.50
CHILDREN SUCCEED THERAPY, LLC	01-2-02173-340-000-01	SPED SERVICE	\$33.00
City Of Springfield	01-2-02610-410-000-11	WATER/SEWER @ SP	\$88.63
Conover, Carolyn R	01-2-02410-333-005-21	REIMBR. MILEAGE	\$122.99
COX BUSINESS	01-2-02510-530-000-01	PHONE SERVICE	\$590.44
Culligan Us Filter	01-2-02510-610-000-01	SUPPLIES	\$28.00
DAILY RECORD, THE	01-2-02510-540-000-01	LEGALS	\$39.40
EAI Education	01-2-01100-610-001-22	SUPPLIES	\$1,664.73
Echo Group, Inc.	01-2-02620-610-000-01	SUPPLIES	\$754.80
Educational Service Unit #3 (SPED)	01-2-01292-562-000-01	SPED SERVICE	\$2,669.36
Educational Service Unit #3 (SPED)	01-2-02181-562-000-01	SPED SERVICE	\$1,090.48
ERIN E VAN ROEKEL	01-2-02153-340-000-01	SPED SERVICE	\$1,935.00
FIBER PLATFORM, LLC	01-2-02510-530-000-01	MONTHLY SERVICE	\$2,091.85

Gander Publishing	01-2-01100-610-004-12	Shipping	\$50.00
Gander Publishing	01-2-01100-610-004-12	Visualizing and Verbalizing Kit	\$499.95
Grainger	01-2-02620-610-000-01	SUPPLIES	\$43.05
Grainger	01-2-02620-610-000-01	SUPPLIES	\$789.76
Great Plains Pest Services In	01-2-02620-420-000-01	PEST CONTROL	\$150.00
Harris School Solutions	01-2-02510-351-000-01	AE ANNUAL RENEWAL	\$1,899.65
Hayes Mechanical, LLC	01-2-02620-430-000-01	REPAIR HEAT PUMP @ PC	\$944.97
Hayes Mechanical, LLC	01-2-02620-431-000-01	ANN. MAINT. CHILLER @ PHS	\$1,390.00
Jennings, James P	01-2-02410-333-001-22	REIMBR. MILEAGE/SENIOR DELIVERY	\$100.62
JODI KOHL	01-2-02320-340-000-01	MAY 2020 PR SERVICE	\$1,290.00
Johnson, Charles E	01-2-02620-420-000-01	JUNE 2020 WATER OPERATOR	\$450.00
KSB School Law, PC LLO	01-2-02320-317-000-01	LEGAL SERVICE	\$342.50
Learning A-Z	01-2-01100-643-000-12	RAZ KIDS LICENSE	\$115.45
MCI	01-2-02510-530-000-01	LONG DISTANCE	\$45.87
McLaughlin, Michael J	01-2-02410-333-001-22	REIMBR. MILEAGE/SENIOR DELIVERY	\$96.60
Metropolitan Utilities Dist	01-2-02610-621-000-01	LEVEL PAYMENT	\$376.00
Metropolitan Utilities Dist	01-2-02610-621-001-22	LEVEL PAYMENT	\$3,603.00
Metropolitan Utilities Dist	01-2-02610-621-002-11	LEVEL PAYMENT	\$489.00
Metropolitan Utilities Dist	01-2-02610-621-005-21	FUEL @ PC	\$83.54
Metropolitan Utilities Dist	01-2-02620-621-000-03	FUEL @ STORAGE BLDG	\$75.18
MIDWEST ALARM SERVICES	01-2-02620-430-000-01	PHS- ALARM REPAIR	\$181.00
Millard Sprinkler	01-2-02620-430-000-01	SPRINKLER REPAIRS	\$100.00
MOVING MINDS	01-2-01100-733-000-21	STANDING DESK	\$489.06
Omaha Public Power District	01-2-02610-622-000-02	LEVEL PAYMENT	\$695.85
Omaha Public Power District	01-2-02610-622-001-22	LEVEL PAYMENT	\$14,295.80
Omaha Public Power District	01-2-02610-622-002-11	LEVEL PAYMENT	\$3,257.02
Omaha Public Power District	01-2-02610-622-004-12	LEVEL PAYMENT	\$3,891.33
Omaha World Herald	01-2-02510-540-000-01	EMPLOYMENT AD	\$863.26
One Source	01-2-02510-340-000-01	BACKGROUND CKS.	\$295.00
Paper 101	01-2-02520-610-000-01	20-21 PAPER ORDER	\$8,566.02
Papillion Sanitation	01-2-02620-420-000-01	SANITATION PICK UP	\$636.53
Papillion Times	01-2-02220-640-000-21	PC-SUBSCRIPTION RENEWAL	\$195.10
Perry,Guthery,Haase & Gessford,P.C.,L.L.O	01-2-02320-317-000-01	LEGAL SERVICE	\$836.25
PHILLIP A LEECH	01-2-02620-430-000-01	PHS- GYM FLOORS	\$5,075.00
PHOENIX FOOD & SPIRITS	01-2-02310-890-000-01	2020 STAFF APPRECIATION	\$630.00
QUADIENT LEASING USA, INC.	01-2-02510-531-000-01	POSTAGE LEASE	\$233.89
Quill Corp	01-2-02510-610-000-01	SUPPLIES	\$3.31
Quill Corp	01-2-02620-610-000-01	SUPPLIES	\$42.43
rSchoolToday/Distributed Website Corp.	01-2-02410-643-000-22	TODAY TEAM WEBSITE	\$395.00
SATELLITE SHELTERS- KANSAS CITY	01-2-02620-442-000-01	PORTABLE RENTAL @ SP	\$1,168.00
SCHOOL OUTLET	01-2-01100-733-000-21	SCIENCE TABLES	\$1,691.99
SCHOOL TRADITIONS	01-2-02410-610-001-22	SUPPLIES	\$360.45
Student Transportation of NE, Inc.	01-2-02790-510-000-01	MAY 2020 REGULAR ROUTES- COVID 19	\$33,104.40
Student Transportation of NE, Inc.	01-2-02792-510-000-01	MAY 2020- SPED ROUTES- COVID 19	\$16,110.10
Student Transportation of NE, Inc.	01-2-02793-510-000-01	MAY 2020- SPED ROUTES- COVID 19	\$1,580.70
Suburban Newspapers, Inc	01-2-02510-540-000-01	LEGALS	\$213.18
Svensden, Trendolyn D	01-2-02510-531-000-01	REIMBR. MILEAGE	\$40.80
Svoboda, Sarah J	01-2-02120-810-005-21	REIMBR. REGISTRATION	\$87.00
SWEET RICE THAI FOOD	01-2-02310-890-000-01	2020 STAFF APPRECIATION	\$165.00
TROJAN TAVERN	01-2-02310-890-000-01	2020 STAFF APPRCEATION	\$265.70
VALENTINOS EXPRESS AND CARRYOUT	01-2-02310-890-000-01	2020 STAFF APPRECIATION	\$420.00
Verizon Wireless	01-2-02510-530-000-01	CELL PHONE	\$213.25
WICKED HEN FARMHOUSE	01-2-02310-890-000-01	2020 STAFF APPRECIATION	\$75.00
Windstream	01-2-02510-530-000-01	PHONE SERVICE	\$424.99
			\$144,337.61

<b>FOOD SERVICE FUND</b>			
<b>Payee</b>	<b>Account Code</b>	<b>Reason</b>	<b>Amount</b>
American Express	06-2-03100-610-000-23	MAY 2020 CREDIT CARD	\$506.39
MICHELLE LEVINSON	06-2-01610-890-000-23	LUNCH ACCT. REIMBR	\$30.30
			<b>\$536.69</b>
<b>BUILDING BOND FUND</b>			
<b>Payee</b>	<b>Account Code</b>	<b>Reason</b>	<b>Amount</b>
Union Bank & Trust Company	07-2-05000-832-000-01	JUNE 2020 INTEREST DUE	\$11,746.25
			<b>\$11,746.25</b>
<b>BUILDING FUND</b>			
<b>Payee</b>	<b>Account Code</b>	<b>Reason</b>	<b>Amount</b>
Lamp, Rynearson & Associates, Inc.	08-2-04700-733-000-01	PHS VISITOR BLEACHERS	\$3,341.59
			<b>\$3,341.59</b>
<b>QCPIUF FUND</b>			
<b>Payee</b>	<b>Account Code</b>	<b>Reason</b>	<b>Amount</b>
BOK Financial	09-2-05000-832-000-01	INTEREST DUE	\$14,350.00
			<b>\$14,350.00</b>
			<b>\$174,312.14</b>

**CERTIFICATE OF POSTING**

The undersigned hereby certifies that a copy of the Notice of Meeting of the Board of Education of Sarpy County School District 0046 (Springfield Platteview Community Schools) in the State of Nebraska (the "District"), held at 7:00 p.m. on Monday, June 8, 2020, via electronic means pursuant to Executive Order No. 20-03 of the Governor of the State of Nebraska, including guidance provided by the Nebraska Attorney General through April 2, 2020, such notice being in the form attached hereto, was caused to be posted in the public places in the District listed below on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

DATED this 8<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Title \_\_\_\_\_

**NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice is posted.**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of Sarpy County School District 0046 (Springfield Platteview Community Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 7:00 p.m. on Monday, June 8, 2020, via electronic means pursuant to Executive Order No. 20-03 of the Governor of the State of Nebraska, including guidance provided by the Nebraska Attorney General through April 2, 2020.

DATED this 8th day of June, 2020.

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

I hereby certify that \_\_\_\_\_ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

\_\_\_\_\_  
Secretary

June 8, 2020  
Springfield, Nebraska

A meeting of the Board of Education (the “Board”) of Sarpy County School District 0046 (Springfield Platteview Community Schools) in the State of Nebraska (the “District”) was held at 7:00 p.m. on Monday, June 8, 2020, via electronic means pursuant to Executive Order No. 20-03 of the Governor of the State of Nebraska, including guidance provided by the Nebraska Attorney General through April 2, 2020 (collectively, “Order 20-03”). Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”) and Order 20-03, and set forth (a) the time and date of this meeting, (b) that the meeting would be held via electronic means, (c) that an agenda for the meeting, kept continuously current, was available for public inspection in the office of the Superintendent of Schools (the “Superintendent”) and was posted on the District’s website, and (d) that information regarding how to attend the meeting electronically was available in the notice and on such agenda. A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their acknowledgment of advance receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The President of the Board, \_\_\_\_\_, presided, and the Secretary of the Board, \_\_\_\_\_, recorded the proceedings. On roll call the following Board Members were present: \_\_\_\_\_  
\_\_\_\_\_.

The following Board Members were absent: \_\_\_\_\_.

A quorum being present via electronic means and the meeting duly commenced, the following proceedings were had and done while the meeting was open to the attendance of the public.

The President of the Board publicly stated to all in attendance that a current and complete copy of the Open Meetings Act was available for review at [https://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct\\_current.pdf](https://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf). All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Board Member \_\_\_\_\_ introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY SARPY COUNTY SCHOOL DISTRICT 0046 (SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$28,500,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF CERTAIN BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

The foregoing Resolution having been read, Board Member \_\_\_\_\_ seconded the motion for its passage and adoption, and after discussion, the roll was called and the following Members of the Board voted in favor of the passage and adoption of said Resolution: \_\_\_\_\_

\_\_\_\_\_.

The following Members of the Board voted against the same: \_\_\_\_\_.

The following Members of the Board were absent or did not vote: \_\_\_\_\_.

Said Resolution having been voted upon favorably by a majority of the Members of the Board,  
the same was by the President declared passed and adopted.

\* \* \* \* \*

Motion to adjourn.

DATED this 8<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Secretary, Board of Education

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OR  
CERTIFICATE OF POSTING OF NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

ATTACHMENT 3  
BOND RESOLUTION

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY SARPY COUNTY SCHOOL DISTRICT 0046 (SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$28,500,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF CERTAIN BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF SARPY COUNTY SCHOOL DISTRICT 0046 (SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:**

**Section 1.** The Board of Education (the “**Board**”) of Sarpy County School District 0046 (Springfield Platteview Community Schools) in the State of Nebraska (the “**District**”), hereby makes the following findings and determinations:

(a) This District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of more than 1,000 and not more than 150,000 inhabitants.

(b) Pursuant to a resolution passed by this Board on February 10, 2020 (the “**Election Resolution**”), there was submitted to the qualified electors of the District at an election held within the District on May 12, 2020 held in conjunction with the statewide primary election (the “**Election**”) the question of issuing bonds of the District in one or more series in the total principal amount not to exceed \$28,500,000 for the purpose of financing the costs of (i) constructing, equipping and furnishing within the District a new elementary school building and related site improvements, and (ii) constructing certain additions to and improvements of the District’s Westmont Elementary School building (the “**Project**”), and levying and collecting annually a special levy of taxes against all the

taxable property in the District sufficient in rate and amount to pay the principal of, premium, if any, and interest on said bonds.

(c) A proposition for the issuance of bonds for such purposes had not been submitted to the electors of the District within the 6 months preceding the Election.

(d) Notice of the Election and the submission of such question was duly given to the qualified electors of the District by publication in *The Daily Record*, a legal newspaper of general circulation within the District, said notice being published on April 14, April 21, April 28 and May 5, 2020, with the first publication being at least 20 days prior to the Election. The sample ballot regarding such questions was published in *The Daily Record*, on May 5, 2020.

(e) The Election was held as designated in the Election Resolution and the notice, and at said Election there was submitted to the qualified electors of the District the question of issuing said bonds and levying taxes to pay the same as set out in the Election Resolution.

(f) The ballots cast at the Election were counted by the Election Commissioner of Sarpy County, Nebraska and disinterested persons appointed by said Election Commissioner. The returns of the Election and certificate of the counting board showing the results of the Election have been delivered to this Board for purpose of making a canvas thereof.

(g) The Election returns, as certified by the Election Commissioner, provide that at the Election 1,764 ballots were cast in favor of said bonds and tax, 786 ballots were cast against said bonds and tax, and 0 ballots cast were rejected and not counted.

(h) The Board has canvassed the returns of the Election and does hereby determine that a majority of all qualified electors voting on the question of said bonds and tax have voted in favor of issuing said bonds and levying the tax to pay the same.

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation school building bonds of the District as authorized by the qualified voters at the Election in the aggregate principal amount of not to exceed \$28,500,000 do exist and have been done in due form and time as required by law.

(j) It is necessary that the District adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as described herein).

**Section 2.** (a) The Board hereby authorizes the issuance and delivery or one or more series of negotiable general obligation school building bonds of the District in the aggregate principal amount not to exceed TWENTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$28,500,000), designated as “General Obligation School Building Bonds, Series 2020” (the “**Bonds**”) or such other designation as shall be made by the President

of the Board, the Vice President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or by each individually. The Bonds shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance. Unless otherwise determined by an Authorized Officer, the Bonds shall mature and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Authorized Officers, or each individually, are authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of the Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which a principal maturity shall occur and the principal amount to mature or to be paid in such year, (iv) the date of final maturity, which shall not be later than 21 years from the date of issuance, (v) the date or dates upon which the Bonds shall be sold, which shall not be later than four years from the date of this Resolution, (vi) the rate or rates of interest to be carried by each maturity, such that the true interest cost of the Bonds shall not exceed 5.00%, (vii) the method by which such rates of interest shall be calculated, (viii) the dates on which interest shall be paid, (ix) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any; provided that any series of Bonds issued in an aggregate principal amount of \$10,000,000 or less shall be subject to redemption not later than the fifth anniversary of their date of original issuance and delivery, (x) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (x) the identity of the Underwriter, the Placement Agent or the Lender of the Bonds, as applicable, in accordance with Section 6 hereof, (xi) the fee of the Underwriter or the Placement Agent, which shall not be more than 1.75% of the aggregate principal amount of each series, (xii) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the purchaser’s discount and any original issue discount), (xiii) the form and contents of any preliminary and final official statement or other offering materials of the District utilized in connection with any offering or sale of each series to the public or of any term sheet or request for lenders in connection with any loan, (xiv) the identity of the Registrar, (xv) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds and (xvi) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) Unless otherwise determined by an Authorized Officer, any series of Bonds issued in an aggregate principal amount of \$10,000,000 or less maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion, shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date

fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all of the Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular bonds of such maturity to be redeemed by lot.

(ii) The Authorized Officers, or each individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 2(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 2(c)(i). Any credit given to Mandatory Sinking Fund Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

(iii) Bonds subject to redemption shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided

above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Bonds at the respective rates for each maturity is payable semiannually on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15<sup>th</sup> day (whether or not a business day) immediately preceding each Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar at its designated corporate trust office.

If any payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(e) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board (including such other persons authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the

same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(f) If any Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Bond shall have matured, instead of issuing a duplicate Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Bond with their reasonable fees and expenses for such service.

(g) The Bonds shall be issued initially as “book-entry-only” bonds under the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection the officers of the District are authorized to execute and deliver a Letter of Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. If the Bonds are issued as “book-entry-only” bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (B) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee; or

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent Agreement.

(vi) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bonds as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the President and Secretary of the Board, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile

signatures of its then duly qualified and acting President and Secretary of the Board.

**Section 3.** (a) The Registrar designated pursuant to Section 2(b) hereof, shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar. The Authorized Officers, or each individually, is hereby authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, is authorized to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, is authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner’s duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner’s or owners’ risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of

registration shall be prior to the first Interest Payment Date, the Bonds shall be dated as of their date of original issue. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the District for such purposes. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. As provided in Section 9 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or an Authorized Officer shall transmit from the Bond Fund (hereinafter established) to the Registrar money sufficient for payment of all principal and interest then due. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond. The District and the Registrar may treat the registered owner of any Bonds as the absolute owner of such Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the amount or amounts so paid.

**Section 4.** The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA**

**SARPY COUNTY SCHOOL DISTRICT 0046  
(SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS)  
GENERAL OBLIGATION SCHOOL BUILDING BOND  
SERIES 2020**

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	_____, 20__	_____, 2020	_____

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:**

**SARPY COUNTY SCHOOL DISTRICT 0046 (SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA** (the “District”) promises to pay to the order of the Registered Owner, or its registered assigns, the Principal Amount of this Bond upon presentation and surrender hereof on the Date of Maturity at the corporate trust offices of \_\_\_\_\_, \_\_\_\_\_, Nebraska, as Bond Registrar and Paying Agent (the “Registrar”).

The District also promises to pay interest on said Principal Amount on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_\_\_ (each of such dates an “Interest Payment Date”), at the Rate of Interest per annum indicated above until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15th day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Million \_\_\_\_\_ Hundred \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_), of even date and like tenor herewith, except as to date of maturity, rate of interest, denomination and priority of redemption (the “Bonds”), which were authorized by more than 50% of the ballots cast by the qualified electors of the District at an election duly called by the Board of Education and held on May 12, 2020. The Bonds are being issued for the purpose of financing the costs of (i) constructing, equipping and furnishing within the District a new elementary school building and related site improvements, and (ii) constructing certain additions to and improvements of the District’s Westmont Elementary School building.

Notice of said election was given for more than twenty days prior thereto in a legal newspaper of general circulation in the District, and at said election the question of the issuance of said Bonds and the levy of the tax to pay the same was submitted to the qualified electors of the District in compliance with Sections 10-701 et seq., Reissue Revised Statutes of Nebraska, as amended. All of said Bonds are issued pursuant to a resolution duly adopted by the Board of Education of the District on June 8, 2020 (the “Bond Resolution”).

The Bonds are direct, general obligations of the District, and the full faith, credit and resources and the taxing power of the District are irrevocably pledged to the prompt payment of the principal of, premium, if any, and interest on the Bonds, as the same become due. The District shall cause to be made annually a special levy of taxes on all the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to pay the principal of, premium, if any, and interest on the Bonds as and when the same become due. The District has pledged such tax levy and all receipts therefrom to the payment of the Bonds pursuant to the Bond Resolution.

The Bonds maturing on or prior to \_\_\_\_\_, 20\_\_ , are not subject to redemption prior to their stated maturities. The Bonds maturing on and after \_\_\_\_\_, 20\_\_ are subject to redemption at the option of the District prior to the stated maturities thereof at any time on or after \_\_\_\_\_, 20\_\_ as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion may determine, at the redemption price of the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of the Bonds of a maturity are to be called for redemption, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

[The Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to mandatory redemption prior to maturity, in part, prior to their stated maturity, on the dates, in the amounts and at the prices set forth in the Bond Resolution, through the application of mandatory sinking fund payments.]

Bonds shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Bond Resolution.

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.

The Bonds of the series of which this Bond is one are issuable as fully registered Bonds without coupons in the denomination of \$5,000 and any whole multiple thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds. This Bond is transferable by the Registered Owner or such owner's attorney duly authorized in writing at the designated corporate trust office of the Registrar in \_\_\_\_\_, Nebraska, upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Bond Resolution, subject to the limitations therein prescribed. The District, the Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal or redemption price of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city in which the principal corporate trust office of the Registrar is located are authorized by law or

executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

[The District has, in the Bond Resolution, designated the Bonds as “qualified tax-exempt obligations” described in Section 265(b) of the Internal Revenue Code of 1986, as amended.]

AS PROVIDED IN THE BOND RESOLUTION, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of the District, including this Bond, does not exceed any limitation imposed by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

**IN WITNESS WHEREOF**, the District has caused this Bond to be executed on its behalf by the original or facsimile signature of the President of its Board of Education and attested by the original or facsimile signature of the Secretary of said Board of Education, all as of the Date of Original Issue shown above.

**SARPY COUNTY SCHOOL DISTRICT 0046  
(SPRINGFIELD PLATTEVIEW COMMUNITY  
SCHOOLS) IN THE STATE OF NEBRASKA**

ATTEST:

\_\_\_\_\_  
(Sample - Do not sign)  
President

\_\_\_\_\_  
(Sample - Do not sign)  
Secretary

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Bond is one of the Bonds of the series designated therein issued under the provisions of the Bond Resolution and has been registered to the owner named in said Bond recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds.

\_\_\_\_\_  
as Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Its Authorized Officer

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Registered Owner

Witness: \_\_\_\_\_

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

**Section 5.** (a) After being executed by the President and the Secretary of the Board, in accordance with Section 2(e) hereof, the Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent of Schools shall be responsible for the delivery of the Bonds and for all other ministerial acts relating to the Bonds. The Authorized

Officers, or each individually, are hereby authorized to take all actions necessary to effect the delivery of each series of the Bonds to the Underwriter, the Private Purchaser or the Lender, as applicable, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of each series of bonds authorized by this Resolution, which transcript shall be delivered to the Underwriter, the Private Purchaser or the Lender, as applicable. The Authorized Officers, or each individually, shall certify for the Nebraska Auditor of Public Accounts the taxable valuation, the number of children of school age residing in the District and the total bonded indebtedness of the District.

**Section 6.** (a) The District is authorized to sell the Bonds to D.A. Davidson & Co., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or any individually, with respect to one or more series of Bonds. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The District is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of D.A. Davidson & Co., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The District is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 7.** The District hereby establishes the following funds and accounts: (a) the 2020 Bond Fund (the “**Bond Fund**”) and (b) the 2020 Project Fund (the “**Project Fund**”). The foregoing funds shall be maintained by the District in accordance with the provisions of this Resolution. The Authorized Officers, or each individually, is hereby authorized to create additional sub-accounts within the foregoing fund and accounts as are necessary and appropriate to carry out the provisions of this Resolution.

**Section 8.** The proceeds from the sale of each series of Bonds, including the interest, if any, accrued on the Bonds from their date of original issue to the date of delivery and payment thereof, shall be received by the District Treasurer. The District Treasurer shall apply such proceeds as follows: (a) any accrued interest shall be deposited in the Bond Fund and (b) all remaining proceeds shall be deposited in the Project Fund to pay Project costs and costs of issuing the Bonds.

**Section 9.** (a) The District shall deposit in the Bond Fund, as and when received, all proceeds of the tax levy provided for in Section 10 hereof. All amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, including on any redemption date, and paying the usual and customary fees and expenses of the Registrar.

(b) The Authorized Officers (or such other persons authorized to act on their behalf), or each individually, is authorized and directed to withdraw from the Bond Fund and forward to the Registrar sums sufficient to pay principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Registrar for acting in such capacity, if applicable, which charges shall be over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Registrar to return the funds to the District. All moneys deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after all principal of and the interest on the Bonds have been paid in full shall be transferred to the general fund of the District.

**Section 10.** The Bonds shall be direct, general obligations of the District, and the District irrevocably pledges the full faith and credit and the tax power of the District, including such special levy of taxes described in this Section and all receipts therefrom, to the prompt payment of the principal of, premium, if any, and the interest on the Bonds as the same become due. The District represents, warrants and covenants that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District, without limitation as to rate or amount, to pay the interest on, premium, if any, and the principal of the Bonds as and when such interest, premium, and principal, respectively, become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. Such tax levy and all receipts therefrom to all payments due on the Bonds are pledged to the payment of debt service on the Bonds. The District further agrees to direct the application of

such tax levy moneys held by the County Treasurer of Sarpy County and the county treasurer of any other county in which portions of the District may lie to the payment of the Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Bonds as they fall due.

**Section 11.** (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States of America, the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond”.

(e) The District hereby authorizes the Authorized Officers, or each individually, to designate one or more series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection with such designation, the District will represent that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the District (and all subordinate entities thereof) during the current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during the current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Any Authorized Officer shall take such other action as may be necessary to make effective the designation in this subsection (f).

**Section 12.** The use and public distribution of any official statement, offering circular, term sheet or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and public distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

**Section 13.** The District (a) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the purchaser and bond counsel and (b) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may engage a dissemination agent to assist the District with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this subparagraph and the Undertaking. For purposes of this subparagraph, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

**Section 14.** The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended.

**Section 15.** The District's obligations under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as "**Government Obligations**"), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding.

**Section 16.** Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each of the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution, and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes, and delegates to each of the Authorized Officers the right, power, and authority to exercise such officers' own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

**Section 17.** If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

**Section 18.** The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

**Section 19.** The District hereby adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit B to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

**Section 20.** This Resolution shall take effect and be in force from and after its passage as provided by law.

ADOPTED this 8th day of June, 2020.

**SARPY COUNTY SCHOOL DISTRICT 0046  
(SPRINGFIELD PLATTEVIEW COMMUNITY  
SCHOOLS) IN THE STATE OF NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Secretary, Board of Education

## EXHIBIT A

### POST-ISSUANCE TAX COMPLIANCE PROCEDURES

#### General

In connection with the issuance by the District of its General Obligation School Building Bonds, Series 2020, and any additional bonds of the District issued pursuant to the resolution adopted on the June 8, 2020 (the “**Bonds**”), the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

#### Designation of Responsible Person

The Superintendent of the District shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the Superintendent.

#### Post-Issuance Compliance Requirements

##### External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of

Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

#### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

#### Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;

- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

#### Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;

- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

## EXHIBIT B

### DISCLOSURE POLICIES AND PROCEDURES

#### Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

Sarpy County School District 0046 (Springfield Platteview Community Schools) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

#### Designation of District Representative; Maintenance of List and Files

The “**District Representative**” for the District shall be the Superintendent of Schools of the District and any alternate or assistant as such Superintendent shall appoint. The District Representative is directed to employ the policies and procedures described herein. The District Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The District and the District Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The District Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the District outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

## **Dissemination Agents**

The District and the District Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The District Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

## **Annual Financial Filings**

The District Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the District’s audited financial statements and certain other financial information or operating data with respect to the District, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Undertaking and as permitted by EMMA filing procedures, the District Representative may file identical Annual Reports with respect to each issue of the District’s Obligations. The District Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The District Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The District Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The District Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

## **Listed Event Filings**

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District’s operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the

District's outstanding Undertakings. After obtaining actual knowledge of such an event, the District Representative will promptly contact the District's bond counsel and the Dissemination Agent, if any, to determine whether the District must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the District must file such notice, the District Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the District's bond counsel may otherwise direct.

### **Reports of District Representative; Record Retention**

The District Representative shall provide to the School Board of the District, any Dissemination Agent and the underwriter of each issue of Obligations confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The District Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

### **Familiarity with EMMA Submission Process**

The District Representative shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The District Representative also shall enroll the District in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the District has retained a Dissemination Agent to assist with making the filings required by the District's Undertakings and to remind the District of its filing deadlines, the District Representative need not register with EMMA or enroll in EMMA's reminder system.

### **Training**

To ensure adequate resources to comply with the Rule, the District Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the District of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

### **Review of Offering Document in Connection with Primary Offerings**

In connection with a new issue of Obligations, the District Representative, together with such District officials as the District Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the District shall deem the information concerning the District in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The District shall confirm prior to the final pricing of the Obligations that the information concerning the District in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.



# NEBRASKA

## DEPARTMENT OF EDUCATION

**May 29, 2020**

**To: Nebraska Public School Superintendents, Non-Public School Administrators, and ESU Administrators**  
**CC: State Board of Education, Commissioner's Cabinet, and NDE Leadership**  
**Re: Commissioner's Message Regarding Graduation Ceremony Guidance and Interpretation**

This document provides general guidance for school districts wishing to hold graduation ceremonies during the continuing threat of the coronavirus and should not be interpreted as a diminution of the threat of the virus. Failure to adhere to appropriate safeguards during the conduct of such graduation services could result in the continued spread of the virus.

The current and statewide Directed Health Measure (DHM) Order 2020-011 addresses both “gatherings” and “school activities” and the following are excerpts from that DHM Order. However, the Governor has issued an outline of changes that will update the Directed Health Measures allowing graduations to happen under the “Gatherings” portion of the DHM expected to change for most of the state on June 1.

The Nebraska Department of Education (NDE) is focused on following the guidance of public health experts when making decisions about the reopening of facilities and resumption of activities statewide. Restrictions may be gradually reduced, allowing greater flexibility, including in the operation of summer programming in schools. However, if in Nebraska as a whole, or within identified jurisdictions, disease rapidly increases, additional restrictions may need to be reinstated.

**“Gatherings” under Phase II:**

(Starting June 1, 2020 - All counties except Hall, Merrick, Hamilton and Dakota)

A gathering is defined as any event or convening that brings together more than ten (10) patrons, customers or other invitees, excluding staff, in a single room or single space at the same time, including but not limited to, pre-schools, daycare facility (including in-home facilities), gymnasium, fitness center, auditorium, stadium, arena, large event conference room, meeting hall, library, or any other confined indoor or outdoor space. This also includes weddings and funerals, as well as parades, fairs, festivals, concerts, auto racing, and other indoor and outdoor events.

(From [DHM Phase II](#))

- *Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:*
  - *Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.*
  - *Groups shall be no larger than six (6) individuals.*
  - *Six (6) feet separation between groups must be maintained.*
- *Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30th and may be extended.*
- *Parades where patrons remain in their vehicles and the public does not line the streets are permitted.*
- *Dance recitals are permitted but must follow the Gathering requirements.*
- *Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.*
- *Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.*

**DHM Related to Schools (Expires on June 1, 2020):**

1. All schools; public, private and parochial: are hereby ordered to cease all in person instruction, and all extra-curricular activities except for: remote learning, child care services, meal distribution, distribution of educational materials and supplies, general building or physical plant operations and maintenance, and residential services may be continued as needed or necessary.
2. Schools are defined as public, private, and parochial elementary and secondary schools.

**Six Rules:**

The Governor has also emphasized six rules to keep Nebraska healthy:

1. Stay home. No non-essential errands and no social gatherings. Respect the ten-person limit.
2. Socially distance your work. Work from home or use the six-foot rule as much as possible in the workplace.
3. Shop alone and only shop once a week. Do not take family with you.
4. Help kids follow social distancing. Play at home. No group sports. And no playgrounds.
5. Help [senior citizens] stay at home by shopping for them. Do not visit long-term care facilities.
6. Exercise daily at home or with an appropriately socially-distanced activity.

## **Commissioner’s Interpretation and Guidance for Graduation for the Class of 2020 on or after June 1:**

As such I make the following recommendation to school officials that is supported by Nebraska’s public health officials:

- The Directed Health Measure (DHM) limits apply to all types of graduation ceremonies.
- Graduation ceremonies are permissible in counties following the DHM “Gatherings” protocols for Phase II.
- All in-person graduation ceremonies and celebrations must meet the current, appropriate Directed Health Measure or should be postponed until such a time that the statewide order is lifted and when subsequent orders would clearly permit such gatherings.
- Every effort should be made to properly communicate the actions that minimize the spread of the virus during school events and for community health afterward as well. Schools should notify the public of precautions associated with private post-graduation gatherings or celebrations.

### **Further Considerations:**

- School leaders are responsible for the safety of those who attend school-sponsored graduation ceremonies and must limit physical participation on the premises to adhere to the DHM.
- School districts may reach the decision to hold in-person graduation ceremonies after careful consideration and planning by the appropriate school personnel. Plans should be clearly communicated to the local Board of Education.

### **Graduation Planning Guidance:**

- Provide for appropriate social distancing of both graduates and attendees.
- Provide for appropriate social distancing of both graduates and parties of guests arriving, during, and leaving the ceremony.
  - Mark standing locations of graduates waiting in line.
  - Parties of guests should be seated together at the graduation ceremony, but should maintain six feet of social distance from other parties.
  - Consider one-way direction of movements and use separate entrance and exits.
- A statement of personal responsibility to encourage those who are sick or at risk to stay home. This includes:
  - The elderly
  - People with underlying medical conditions
  - Family members who live with elderly people or those who are at risk
  - People who have access to those at risk in nursing institutions
  - People who have upper respiratory or flu-like symptoms
  - People who live with someone with upper respiratory or flu-like symptoms

- People with COVID-19 or live with someone with COVID-19
  - People who have been exposed to someone with COVID-19
- Seating, doors, restrooms, common areas, etc. should be sanitized using CDC recommended cleaning/sanitizing practices before and after the graduation ceremony.
- Fellowship, social gatherings, or other functions before or after the ceremony on the premises of the school should not be permitted as such gatherings could expose those present to the virus.
- It is essential for the safety of those attending the graduation that their arrival and departure be managed in such a way as to prevent interaction between parties. Appropriate steps should be taken to dismiss and pace the departure of those present at the conclusion of the ceremony so as to prevent the interaction between parties as distances less than six feet.
- School districts should discourage large graduation parties in their communities.
- Schools should communicate graduation ceremony procedures and directions to all graduates and their families in advance of the ceremony.

I join you in the critical need to recognize students and families who have much to celebrate. I also ask you to join me in celebrating in the safest manner possible and generally promote protocols that allow Nebraskans to keep healthy.

Matthew L. Blomstedt, Ph.D.

Commissioner of Education



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 5, 2020

Springfield Platteview Community Schools  
Attn: Brett Richards  
14801 S 108th St  
Springfield, NE 68059

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Springfield Elementary Due Diligence (the "Project")  
Springfield, NE

Dear Mr. Richards:

It is our understanding that Springfield Platteview Community Schools ("Client") requests Olsson, 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 Client basic services for the Project 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 in accordance with Reimbursable Expense Schedule attached to this Agreement 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 would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: 06/04/20

Anticipated Completion Date: 09/01/20

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.

If Anticipated Start Date and Completion Dates are not provided, Olsson shall work to follow a mutually agreed upon schedule at project commencement. Olsson's schedule shall not begin until Olsson has received a signed Proposal from Client and enough design information to begin our Work.

## **COMPENSATION**

**Fixed Fee Phases:** Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

**Hourly Plus Expense Phases:** Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

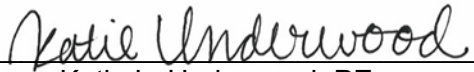
## **TERMS AND CONDITIONS OF SERVICE**

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.

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 15 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Kellen Heideman, PE

By   
Katie L. Underwood, PE

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:

**SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

Scope of Services

Exhibit A

Rate Schedule

Reimbursable Expense Schedule

General Provisions

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated **June 5, 2020** between **Springfield Platteview Community Schools** ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is 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

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### DUE DILIGENCE

#### Boundary and Topographic Survey

- Topographic Survey:
  - Topographic features shall be surveyed to create a surface represented by 1 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities. The Topographic Survey limits are as follows:
    - Limits as shown on that attached **Exhibit "A"**.
  - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.
- Boundary Survey:
  - Conduct a legal boundary survey of the following property:
    - NW corner of N 10<sup>th</sup> Ave and Main St, Springfield, Nebraska.
  - A survey shall be conducted to recover existing property corners and re-establish the missing property corners for the said boundary line. Property corners, controlling corners and property lines shall be placed on the survey plat.
  - Prepare and file with the appropriate agency a legal 'Survey Record Drawing', which represents the boundary of the property being surveyed, as required by State statute.
  - It is assumed a title commitment or title search will be provided by the Client.
  - Easement information that is provided from the title work shall be placed on the site map only being as accurate as the property lines may be. Easements that fall outside of the survey limits that do not affect the project will not be placed.
  - Horizontal coordinate system will be in reference to the Nebraska State Plane Coordinate System North American Datum of 1983 (NAD83) modified to ground. Vertical datum will be in reference to the North American Datum of 1988

- (NAVD88).
- A site map shall be created showing current site conditions based on the topographic survey.

### **Final Geotechnical Exploration**

Springfield Platteview School is planning to build a new elementary school to be located just north of Main Street between 9<sup>th</sup> Street and 10<sup>th</sup> Avenue. The site plan and preliminary project details provided indicates the school building will be a two-story, slab on grade structure with a plan area of approximately 70,000 square feet.

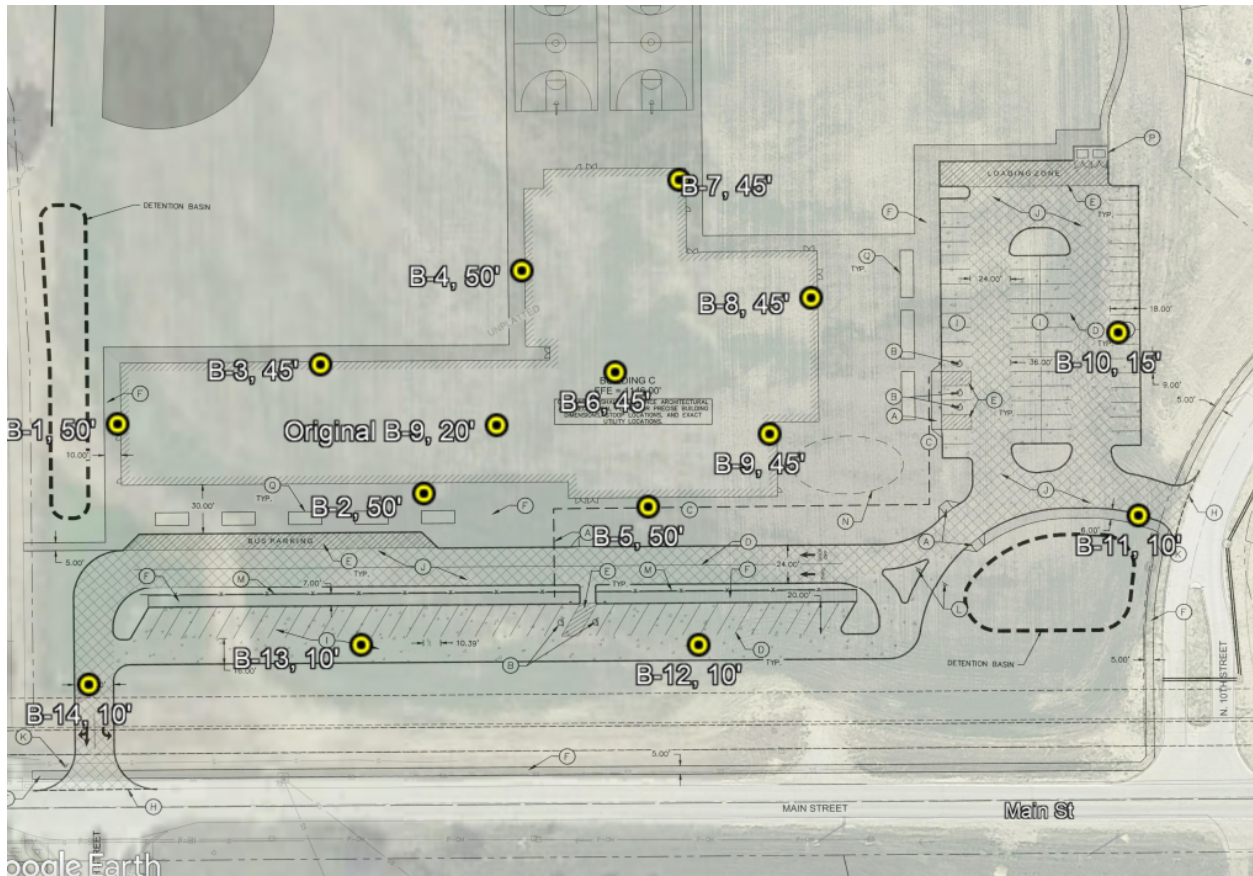
Anticipated structural loads for the new building are a maximum load of up to 200 kips for isolated columns and 12 kips per linear foot for continuous walls. If maximum building loads will exceed these estimates, please contact us as soon as possible so that we may review or modify our scope, fee, boring locations, or boring depths for the actual building design or loading conditions.

The new school site was previous mass graded at the time of the Springfield Pines development. A preliminary finished floor elevation of 1143 to 1145 feet was provided by the design team. Based on current grades, much of the building footprint will require up to 5 feet of cut. Considering the existing detention basin at the southwest corner, up to 6 feet of new structural fill may be required to achieve final design grade for the building.

The project also includes a new paved parking lot at the east end of the school near the 10<sup>th</sup> Avenue entrance. A new service road will extend from the 10th Avenue entrance to the Main Street entrance at the SW corner of the property, along the south edge of the building and parallel to Main Street.

The intent of this geotechnical exploration is to evaluate subsurface and groundwater conditions and provide geotechnical deign parameters for new building foundations, floor slabs, and parking lots and to provide recommendations regarding site grading, earthwork, and future construction.

- **Field Exploration:**
  - For this project, Olsson will use a truck-mounted drill rig to complete a total of fourteen (14) soil test borings. Our proposed soil boring locations and depths are summarized as follows:
    - Nine (9) borings will be completed within or near the footprint of the future school building; 4 to depths of 50 feet each and 5 to depths of 45 feet each.
    - Five (5) borings will be completed in new parking lot and drive areas to depths of 10 feet each. The aerial photo/site plan overlay below identifies the proposed boring locations and depths referenced in this proposal:



- The soil borings will be completed to the depths proposed, or to practical auger refusal, whichever is shallower. This proposal is based on a total of 475 linear feet of drilling.
- The boring locations shown may be moved or shifted slightly at the time of drilling, if necessary, to avoid underground utilities or limited drill rig access.
- Olsson will contact the Nebraska 811 service to locate public utilities. Private utilities, if present, should be located and staked by the Client prior to our arrival.
- Some damage to adjacent ground (tracking or rutting) may result from the drilling operations or along access pathways required for the drilling equipment to travel to or from the boring locations. Restitution for or reparation of surface damage or rutting is not included in this scope of work.
- The locations of the soil test borings will be determined in the field by measuring distances and estimating right angles from existing permanent or by utilizing GPS coordinates.
- **Laboratory Services:**
  - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compressive strength (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D-698), one-dimensional consolidation/swell (ASTM D-2435), or mechanical sieve analyses (ASTM D-422).
- **Engineering Analysis and Report Preparation:**
  - The report will include recommendations for the design of shallow spread foundations including the maximum allowable soil bearing pressure. Recommendations would include estimates of maximum total and differential settlement within the tolerance limits (provided or estimated) of the proposed

- structure. Recommendations for spread foundations would also include minimum footing sizes and the required frost depth or minimum bearing depth.
- If applicable, the report will include discussion regarding the use of an intermediate foundation system such as rammed aggregate, vibro-compacted, or displacement style stone columns. Specific design parameters for these types of foundation systems are proprietary and typically provided by specialty design or installation contractors after their review of the geotechnical report, site specific grading plan, and actual building or structure loads.
  - Remedial measures such as core-out and replacement of unsuitable soils, preloading, or surcharging would be addressed if these types of subgrade improvement are considered necessary in areas of new construction.
  - If applicable, a discussion regarding settlement monitoring will be included in the report.
  - Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA standards will be included or referenced.
  - Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
  - Analysis of the soils encountered regarding shrink/swell characteristics as well as a review of potential on-site borrow sources anticipated for reuse as structural fill.
  - Recommendations regarding the preparation of subgrade soils supporting concrete floor slabs including an evaluation of the laboratory test results to provide an estimated modulus of subgrade reaction.
  - Seismic considerations including soil profile type.
  - Foundation and/or underslab drainage requirements.
  - Pavement analysis, recommended thickness for standard or intermediate duty pavements, subgrade preparation requirements, and an assumed CBR value for design.
  - Recommendations regarding the preparation of subgrade soils supporting concrete floor slabs including an evaluation of laboratory test results to provide an estimated modulus of subgrade reaction.
  - Estimates of total and differential settlement.
  - Lateral earth pressure parameters will be provided for the design of grade retaining walls. Active, passive and at-rest parameters will be provided as well as the coefficient of sliding resistance and wall movements necessary to develop these pressures.

Olsson will provide an electronic (pdf) copy of the final report to the designated Springfield Platteview representatives. If requested, we will review the final report with the design team. If you wish to modify the report distribution, please contact our office at your convenience.

### **Traffic Impact Memo**

Olsson shall prepare a traffic memo based on traffic pattern observations from the existing Springfield Elementary drop off and pick-up times. The memo shall specifically focus on the proposed layout for the new elementary and what traffic control factors were considered in the design (staging length, dual lanes, entrance/exit control).

## ENTITLEMENTS

### **Project Meetings / Conference Calls**

- Olsson shall prepare for and attend project-related meetings, Meetings/calls included in this scope include preparation and attendance at the following but not limited to:
  - Project meetings with the Client, their representatives, and their consultants.
  - Public Planning Board, and City Council meetings.
- This scope includes a total of five (5) anticipated meetings/calls at a cost of \$500 per meeting, each attended by two (2) Olsson staff; when possible, only one Olsson staff member will attend the meetings/calls to save cost, but if necessary due to the topics covered in the meeting more staff will attend.
- Note: Should the project duration be extended beyond the estimated fee, Olsson shall coordinate with the Client to amend the contract accordingly to relate to the revised project schedule.

**Fee is estimate for hourly services;** Olsson shall obtain email approval from client for additional effort beyond the fee listed and shall invoice accordingly.

### **Preliminary Plat**

- Prepare lot layout plan per approved concept plan, attached as **Exhibit “A”**.
- Prepare preliminary plat documents for submittal to the City of Springfield based upon concept plan and due diligence work already completed for the project. Submittal documents are not for construction and shall include:
  - Preliminary plat depicting lots lines, easements, right of ways, and outlots.
  - Zoning plan delineating base zoning and any overlay zones.
  - Street improvement plan.
  - Utility plan.
  - Preliminary mass grading plan and erosion control plan.
  - Draft post-construction storm water management / water quality plan.
  - Preliminary drainage study.
- Prepare application forms and submit on Client’s behalf.
- Address one (1) round of comments from the City of Springfield.

### **Final Plat/Rezoning Application**

The property shall be subdivided into the lots shown on the approved preliminary plat. Final plat services shall include:

- Prepare a final plat for the Project in accordance with the City of Springfield subdivision ordinances based upon the Preliminary Plat.
- Facilitate signatures of the Final Plat by required parties and submit to the City.
- Prepare a property pin staking bond.
- Coordinate recordation of the Final Plat after completed approval process.
  - Note: Improvement plans will need to be submitted to the City before obtaining 2<sup>nd</sup> City Engineer signature and recordation of the plat.
- Place property pins after completion of improvements.
- Prepare Final Plat and Rezoning application forms and submit on Client’s behalf.

## COMPENSATION

Phase	Task Description	Fee Amount	Fee Type
<b>DUE DILIGENCE</b>			
110	Boundary and Topographic Survey	\$ 6,200.00	Lump Sum
135	Final Geotechnical Exploration	\$ 14,370.00	Lump Sum
160	Traffic Impact Memo	\$ 2,500.00	Lump Sum
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 23,070.00</b>	
<b>ENTITLEMENTS</b>			
200	Project Meetings / Conference Calls	\$ 2,500.00	Hourly <sup>(2)</sup>
220	Preliminary Plat	\$ 7,500.00	Lump Sum
230	Final Plat	\$ 5,000.00	Lump Sum
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 15,000.00</b>	
<b>TOTAL CONTRACT <sup>(1)</sup></b>		<b>\$ 38,070.00</b>	<b>Plus Reimbursable Expenses <sup>(1)</sup></b>

(1) Not all of the fees listed above include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.

(2) Anticipated total project fee for hourly phase of proposal. Final compensation may vary depending on amount of actual work requested.

### **Project Assumptions**

We have made several assumptions in the preparation of this proposal. These assumptions are as follows:

- Included is one revision at Client's request and one revision to address City Comments. Repetition of any tasks, beyond normal design/review processes, shall be considered additional services.
- A subdivision agreement will not be required.
- All permit fees will be by Client or their representatives.

### **Exclusions**

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond those identified in the Project Assumptions.
- Construction Documents (Included in Separate Contract).
- Full traffic analysis and report.
- As-built drawings/certifications.
- Permit Fees.
- Mechanical, Electrical, Plumbing Design Services (Included in Separate Contract).
- Building Structural Design Services (Included in Separate Contract).
- Project-related permitting outside of the scope of the proposal and fees.
- Easement legal descriptions and exhibits.
- Items not specifically included in the Scope of Services above.



Olsson Billing Rate Schedule  
2020 Labor Rates

<u>Description</u>	<u>Range</u>
Principal	118.00 - 381.00
Project Manager	114.00 - 195.00
Project Professional	110.00 - 174.00
Assistant Professional	64.00 - 143.00
Designer	80.00 - 216.00
CAD Operator	43.00 - 118.00
Survey	46.00 - 187.00
Construction Services	43.00 - 193.00
Administrative/Clerical	29.00 - 130.00

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 5, 2020 between Springfield Platteview Community Schools ("Client") and Olsson, 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.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

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.

3.8.4 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.

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.

#### **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 "Opinion of Probable Cost": 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 Opinion of Probable Cost**

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 Opinion of Probable Cost 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 Opinion of Probable Cost. 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 Opinion of Probable Cost 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 Opinion of Probable Cost 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 Opinion of Probable Cost, 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 Opinion of Probable Cost.

#### **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 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 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.

7.9.2 Prior to the start of construction on the Project, 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.

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

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

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

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

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

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

7.9.4 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.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 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.

7.9.7 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.

7.9.8 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.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 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.

7.10.2 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.

7.10.3 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.

7.10.4 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.

7.10.5 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:

7.10.5.1 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.

7.10.5.2 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.

#### **7.11 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.

## **7.12 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.

## **7.13 Assignment**

7.13.1 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 7.13.2 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.

7.13.2 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.

7.13.3 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.

## **7.14 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.

## **7.15 Limitation on Damages**

7.15.1 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.

7.15.2 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).

7.15.3 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.

## **7.16 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.



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 5, 2020

Springfield Platteview Community Schools  
Attn: Brett Richards  
14801 S 108th St  
Springfield, NE 68059

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Westmont Elementary Due Diligence (the "Project")  
Springfield, NE

Dear Mr. Richards:

It is our understanding that Springfield Platteview Community Schools ("Client") requests Olsson, 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 Client basic services for the Project 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 in accordance with Reimbursable Expense Schedule attached to this Agreement 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 would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: 06/04/20

Anticipated Completion Date: 09/01/20

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.

If Anticipated Start Date and Completion Dates are not provided, Olsson shall work to follow a mutually agreed upon schedule at project commencement. Olsson's schedule shall not begin until Olsson has received a signed Proposal from Client and enough design information to begin our Work.

## **COMPENSATION**

**Fixed Fee Phases:** Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

**Hourly Plus Expense Phases:** Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

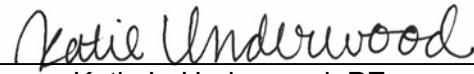
## **TERMS AND CONDITIONS OF SERVICE**

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.

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 15 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Kellen Heideman, PE

By   
Katie L. Underwood, PE

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:

**SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

Scope of Services

Exhibit A

Rate Schedule

Reimbursable Expense Schedule

General Provisions

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated **June 5, 2020** between **Springfield Platteview Community Schools** ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is 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

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### DUE DILIGENCE

#### Boundary and Topographic Survey

- Topographic Survey:
  - Topographic features shall be surveyed to create a surface represented by 1 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities. The Topographic Survey limits are as follows:
    - Limits as shown on that attached **Exhibit "A"**.
  - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.
- Boundary Survey:
  - Conduct a legal boundary survey of the following property:
    - 13210 Glenn St, Sarpy County, Nebraska.
  - A survey shall be conducted to recover existing property corners and re-establish the missing property corners for the said boundary line. Property corners, controlling corners and property lines shall be placed on the survey plat.
  - Prepare and file with the appropriate agency a legal 'Survey Record Drawing', which represents the boundary of the property being surveyed, as required by State statute.
  - It is assumed a title commitment or title search will be provided by the Client.
  - Easement information that is provided from the title work shall be placed on the site map only being as accurate as the property lines may be. Easements that fall outside of the survey limits that do not affect the project will not be placed.
  - Horizontal coordinate system will be in reference to the Nebraska State Plane Coordinate System North American Datum of 1983 (NAD83) modified to ground. Vertical datum will be in reference to the North American Datum of 1988

(NAVD88).

- A site map shall be created showing current site conditions based on the topographic survey.

### **Final Geotechnical Exploration**

Olsson understands that Springfield Platteview School is planning to construct a new building addition at the Westmont Elementary School. As planned, the new addition will be a single story, slab on grade structure with a total plan area of about 8,200 square feet and will connect to the west and southwest walls of the existing school. We understand the larger building area will include a gymnasium and will have a FFE of 1159.8' to match the existing building while the southwest portion of the new addition will have a FFE of 1171.8' to match the existing building.

Based on information provided by the structural engineer, maximum loads of 100 kips for isolated columns, 15 kips per linear foot for continuous walls, and 125 psf for floor slabs. The following aerial photo/concept plan overlay shows the locations of our proposed soil borings.



- **Field Exploration:**

Olsson proposes to use a truck-mounted drill rig to complete a total of five (5) soil test borings for this project.

- One (1) soil boring will be completed to a depth of 25 feet, three (3) borings will be completed to depths of 45 feet each, and one (1) boring will be completed to a depth of 50 feet within or near the footprint of the new building addition.
- The boring locations shown above may be moved or shifted slightly at the time of drilling, if necessary, to avoid underground utilities or limited drill rig access.
- The soil borings will be completed to the depths proposed, or to practical auger refusal, whichever is shallower. This proposal is based on a total drilling footage of 210 linear feet.
- Olsson will contact the Nebraska 811 service to locate public utilities. Private utilities shall be located by the Client prior to the arrival of our drilling equipment. If an “as-built” utility plan is available at the school, Olsson drilling personnel can

review with school administration or maintenance staff to help identify the location of on-site utilities. Sprinkler heads or junction boxes should be located and clearly staked or flagged prior to our arrival to prevent damage.

- Some damage to the adjacent ground or pavement surfaces may occur as a result of the soil boring procedures or along access pathways required for the drilling equipment to travel to or from the boring locations. Although Olsson will attempt to minimize such damage, no restoration other than backfilling the soil test borings and patching the surface with like materials is included in this scope of services.
- The location of the soil test borings will be determined in the field by taped measurements from existing structures or features or by utilizing GPS coordinates and may change in the field due to restricted drill rig access.
- Laboratory Services:
  - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D-698), one-dimensional consolidation/swell (ASTM D-2435), or mechanical sieve analyses (ASTM D-422).

- Engineering Analysis and Report Preparation:

The final report will include the following information, at a minimum:

- Boring logs including material descriptions, soil classifications and laboratory test results.
- Discussion regarding the soil types encountered as well as geologic and historical information based on our samples and readily accessible information from public sources.
- Recommendations will be provided for spread foundations, including recommended maximum allowable soil bearing pressure(s) for the new structure. These recommendations would include estimates of maximum total and differential settlement within the tolerance limits (provided or estimated) of the proposed structures. Recommendations for spread foundations would also include minimum footing sizes, required frost depth, minimum bearing depth, and passive and friction values to resist sliding.
- Recommendations regarding the thickness, moisture, compaction criteria, and shrinkage values for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- Remedial measures such as overexcavation or surcharge would be addressed if subgrade improvements are considered necessary within areas of new construction.
- Discussion regarding anticipated groundwater concerns, along with preliminary recommendations for addressing these concerns during construction, if required.
- Analysis of the soils encountered regarding shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
- Seismic considerations including soil profile types.
- Estimates of total and differential settlement.
- Foundation or underslab drainage requirements.
- Lateral earth pressure parameters for supported and/or unsupported grade retaining walls. Passive and friction values to resist sliding will be provided as applicable to the project.
- Recommendations regarding the preparation of subgrade soils supporting concrete floor slabs including an evaluation of laboratory test results to provide an estimated modulus of subgrade reaction.

Olsson personnel will also make every effort to schedule and complete the field and drilling activities to minimize disruptions to school staff, students, visitors, or scheduled events. Olsson personnel will contact school administration or maintenance personnel prior to arriving on site to coordinate and schedule the best dates and times to complete our field activities.

Olsson will provide an electronic (pdf) copy of the Report of Geotechnical Exploration to school the designated Client representative. If you wish to modify the report distribution, please contact our office at your convenience.

<b>COMPENSATION</b>
---------------------

Phase	Task Description	Fee Amount	Fee Type
<b>DUE DILIGENCE</b>			
110	Boundary and Topographic Survey	\$ 5,200.00	Lump Sum
135	Final Geotechnical Exploration	\$ 7,990.00	Lump Sum
<b>TOTAL CONTRACT <sup>(1)</sup></b>		<b>\$ 13,190.00</b>	<b>Plus Reimbursable Expenses <sup>(1)</sup></b>

(1) Not all of the fees listed above include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.

**Exclusions**

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Entitlements.
- Construction Documents (Included in separate proposal).
- As-built drawings/certifications.
- Field and Construction Services including Construction Staking, Testing, Observation.
- Mechanical, Electrical, Plumbing Design Services (Included in separate proposal).
- Building Structural Design Services (Included in separate proposal).
- Project-related permitting outside of the scope of the proposal and fees.
- Easement legal descriptions and exhibits.
- Items not specifically included in the Scope of Services above.



Olsson Billing Rate Schedule  
2020 Labor Rates

<u>Description</u>	<u>Range</u>
Principal	118.00 - 381.00
Project Manager	114.00 - 195.00
Project Professional	110.00 - 174.00
Assistant Professional	64.00 - 143.00
Designer	80.00 - 216.00
CAD Operator	43.00 - 118.00
Survey	46.00 - 187.00
Construction Services	43.00 - 193.00
Administrative/Clerical	29.00 - 130.00

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 5, 2020 between Springfield Platteview Community Schools ("Client") and Olsson, 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.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

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.

3.8.4 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.

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.

#### **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 "Opinion of Probable Cost": 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 Opinion of Probable Cost**

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 Opinion of Probable Cost 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 Opinion of Probable Cost. 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 Opinion of Probable Cost 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 Opinion of Probable Cost 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 Opinion of Probable Cost, 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 Opinion of Probable Cost.

#### **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 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 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.

7.9.2 Prior to the start of construction on the Project, 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.

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

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

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

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

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

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

7.9.4 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.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 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.

7.9.7 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.

7.9.8 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.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 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.

7.10.2 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.

7.10.3 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.

7.10.4 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.

7.10.5 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:

7.10.5.1 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.

7.10.5.2 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.

#### **7.11 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.

## **7.12 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.

## **7.13 Assignment**

7.13.1 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 7.13.2 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.

7.13.2 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.

7.13.3 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.

## **7.14 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.

## **7.15 Limitation on Damages**

7.15.1 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.

7.15.2 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).

7.15.3 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.

## **7.16 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.



**AFFIDAVIT OF CLOSURE OF ATTENDANCE CENTERS 2019-2020**

County-District #77-0046-000

School System Name:Springfield Platteview Community Schools

County of **Sarpy** in the State of Nebraska

**Kyle Fisher** being first duly sworn, deposes and says:

1. That he is the secretary of the school board/governing body of the Springfield Platteview Community Schools school system in the County of Sarpy.
2. That due to the COVID-19 Pandemic and Directed Health Measure 2020-008, per Neb. Rev. Stat. 79-213, the school board or governing body or Governor deemed it advisable to close all schools within the district or system and that the school board/governing body then closed the attendance centers within the system beginning on March 23, 2020.
3. That this Affidavit is completed by the school system secretary of the school board/governing body to be filed with the State Board of Education in fulfillment of the requirements of Section 79-213 (R.R.S.).

School System Board / Governing Body Secretary's Signature:

---

NOTARY

Subscribed in my presence and sworn to me before this 8th day of June 2020. Place Notary Seal Below Notary Public or Other Acknowledging Officer

---

To: ESU #3 Member School District Superintendents  
From: Dr. Dan J. Schnoes, ESU #3 Administrator  
Date: June 1, 2020  
Re: Member School District Approval Forms for 2020-2021

This spring, we have met with all 18 districts during our District Planning Visits (DSP) and developed plans for the 2020-21 year. At this time, we should be able to maintain the level of services for all of our districts with flexibility to meet your needs during the current pandemic.

The ESU #3 budgeting process for “Services” for 2020-21 is currently in progress. We have received our certified amount for Core Service funding for 2020-21. ESU #3 will receive approximately \$31,000 less in funding this year. ESUs, as a whole group, received a 2% increase, for the 2020-21 year. Core Service funds work very similar to TEEOSA. Due to the drop in agricultural land across the state, rural ESUs will receive a larger slice of the Core Service pie. Core Service funds cover all of our costs in our Professional Learning Department and part of our Information Systems and Technology Department (by statute).

Our estimates for Property Tax increases are currently running about 3-4%, which should help maintain our budget and services. Property Taxes cover the remaining cost of our Information Systems and Technology Department and all other remaining operational costs. Core Service funds and Property Taxes cover 35% of our total budget. The remaining 65% comes from grants and contracts. Gifford Farm was open and ready this spring, but have had limited programming this due to the Covid-19 outbreak.

The total amount for Personalized Services for 2020-21 should be about the same as this past year, barring any major financial issues or legislative action. As with your budgeting process, we will not know until the final tax valuations have been set as to the impact on this program.

According to ESU #3 Board Policy and State Statute, we are required to gain approval from our member school districts for the “purposes” of use for Core Service and Property Tax funds. Updated worksheets identifying the services and costs, for the 2020-21 fiscal year, will be shared when property tax valuations are set in August and the budget has been approved in September.

There are two (2) separate proposals enclosed for your written Approval or Disapproval:

1. Core Service Funds Purposes
2. Property Tax Levy Funds Purposes

A packet containing these forms will be mailed to each district as well.

I will be available most of June for anyone that would like to come in and ask questions. Please contact me at 402-597-4802 or by email at [dschnoes@esu3.org](mailto:dschnoes@esu3.org).

***Please return the two approval / disapproval forms by June 30<sup>th</sup>, 2020 to ESU #3 by mail or email.***

*As per Nebraska statute, if the approval / disapproval forms are not returned by **June 30, 2020** your school district is considered to have **approved** the proposed core service and property tax funds for the 2020-21 school year.*

# ESU #3

## Core Service Funds Purposes for the 2020-2021 Budget Year

Nebraska Revised Statutes 79-1241.03 Funds appropriated for Core Services shall be used for purposes approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts.

### Proposal #1: Core Service Funds Purposes

Each member school district of ESU #3 is requested to complete this document to determine if the school district approves or disapproves the purposes of **Core Service Funds** for ESU #3. The purposes for the 2020-2021 fiscal year are outlined in the ESU #3's District Service Plan.

The \_\_\_\_\_ Schools

**Approves / Disapproves**

(Circle the appropriate decision for your District)

ESU #3 Core Service fund purposes for the 2020-2021 fiscal year.

By: \_\_\_\_\_  
(Signature of Representative as Appointed by the School District's Governing Board)

Date: \_\_\_\_\_

To: ESU #3 Member School District Superintendents  
From: Dr. Dan J. Schnoes, ESU #3 Administrator  
Date: June 1, 2020  
Re: Member School District Approval Forms for 2020-2021

This spring, we have met with all 18 districts during our District Planning Visits (DSP) and developed plans for the 2020-21 year. At this time, we should be able to maintain the level of services for all of our districts with flexibility to meet your needs during the current pandemic.

The ESU #3 budgeting process for “Services” for 2020-21 is currently in progress. We have received our certified amount for Core Service funding for 2020-21. ESU #3 will receive approximately \$31,000 less in funding this year. ESUs, as a whole group, received a 2% increase, for the 2020-21 year. Core Service funds work very similar to TEEOSA. Due to the drop in agricultural land across the state, rural ESUs will receive a larger slice of the Core Service pie. Core Service funds cover all of our costs in our Professional Learning Department and part of our Information Systems and Technology Department (by statute).

Our estimates for Property Tax increases are currently running about 3-4%, which should help maintain our budget and services. Property Taxes cover the remaining cost of our Information Systems and Technology Department and all other remaining operational costs. Core Service funds and Property Taxes cover 35% of our total budget. The remaining 65% comes from grants and contracts. Gifford Farm was open and ready this spring, but have had limited programming this due to the Covid-19 outbreak.

The total amount for Personalized Services for 2020-21 should be about the same as this past year, barring any major financial issues or legislative action. As with your budgeting process, we will not know until the final tax valuations have been set as to the impact on this program.

According to ESU #3 Board Policy and State Statute, we are required to gain approval from our member school districts for the “purposes” of use for Core Service and Property Tax funds. Updated worksheets identifying the services and costs, for the 2020-21 fiscal year, will be shared when property tax valuations are set in August and the budget has been approved in September.

There are two (2) separate proposals enclosed for your written Approval or Disapproval:

1. Core Service Funds Purposes
2. Property Tax Levy Funds Purposes

A packet containing these forms will be mailed to each district as well.

I will be available most of June for anyone that would like to come in and ask questions. Please contact me at 402-597-4802 or by email at [dschnoes@esu3.org](mailto:dschnoes@esu3.org).

***Please return the two approval / disapproval forms by June 30<sup>th</sup>, 2020 to ESU #3 by mail or email.***

*As per Nebraska statute, if the approval / disapproval forms are not returned by **June 30, 2020** your school district is considered to have **approved** the proposed core service and property tax funds for the 2020-21 school year.*

# ESU #3

## Property Tax Levy Funds Purposes for the 2020-2021 Budget Year

Nebraska Revised Statutes 79-1242. Funds generated from the Property Tax Levy shall only be used for purposes approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts.

### Proposal #2: Property Tax Levy Fund Purposes

Each member school district of ESU #3 is requested to complete this document to determine if the school district approves or disapproves the purposes of the property tax levy for ESU #3. The purposes for the 2020-2021 fiscal year are outlined in the ESU #3's District Service Plan.

The \_\_\_\_\_ Schools

**Approves / Disapproves**

(Circle the appropriate decision for your District)

ESU #3 property tax levy fund purposes for the 2020-2021 fiscal year.

By: \_\_\_\_\_  
(Signature of Representative as Appointed by the School District's Governing Board)

Date: \_\_\_\_\_

**CONTRACT FOR SUPPLEMENTAL SERVICES**  
**DRIVER EDUCATION**  
**2020 - 2021**

Educational Service Unit No. 3, hereinafter referred to as ESU #3 proposes to furnish supplemental services pursuant to 79-2201 et seq R.R.S. 1943 to the Springfield-Platteview Community Schools, Sarpy County, Nebraska, hereinafter called the School for the 2020-2021 school year. This Agreement is subject to the following terms and conditions:

**1. SERVICES.**

ESU #3 will provide the instructor, automobiles, and all costs relating to maintenance, insurance, and behind-the-wheel training for driver education students. This service will not be available to physically handicapped students, as ESU #3 does not have the equipment or the expertise to provide this service. ESU #3 will provide a curriculum consisting of 20 hours of classroom and 3-4 hours behind-the-wheel.

**2. STUDENTS.**

Minimum number of students will be 10.

**WHEN PROVIDED:**

<u>  X  </u> Saturday Hours	<u>15</u> Est. No. Students
<u>      </u> Fall & Spring	<u>      </u> Est. No. Students
<u>      </u> Summer Program	

**3. COMPENSATION.**

The School shall pay to ESU #3 for said services as follows:

**Total Program .....\$350/student**

**4. TERMS.**

Payment will be made by the School to ESU #3 at the completion of each service segment. Payment will be due 30 days after billing date.

**5. CONDITION.**

This proposal shall become a valid contract only when accepted by an authorized representative of the School and subsequently approved by an authorized representative of ESU #3.

Accepted by action of the Board of the Springfield-Platteview Community Schools, Sarpy  
County, Nebraska at a duly authorized meeting on the 8<sup>th</sup> day of June, 2020

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

Approved by action of the Board of Educational Service Unit #3, La Vista, Sarpy County,  
Nebraska, at a duly authorized meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Administrator -Authorized Representative

**Return to:**

**Dr. Dan J. Schnoes, Educational Service Unit #3  
6949 S. 110th Street, La Vista, NE 68128-5721**

# PROBATIONARY TEACHER'S CONTRACT

THIS CONTRACT made by and between the Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, hereinafter referred to as the District and **Lauren Michelle**, a legally qualified teacher, hereinafter referred to as Teacher.

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the District for a school year, which shall begin on or about August 12, 2020, and end on or about May 27, 2021, and shall consist of 184 contract days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of **\$45,202.50\*** and under the following conditions.

FIRST: The Teacher understands and agrees that because he/she has not yet completed the probationary period provided for in the applicable statutes, he/she has the status of probationary certificated employee.

SECOND: The Teacher understands that this Contract must be ratified by the Board of Education to be legally binding.

THIRD: Teacher understands and agrees that, because of his/her probationary status, the Board of Education may elect not to renew this Contract for a subsequent term for any reason it deems sufficient if such nonrenewal is not for constitutionally impermissible reasons.

FOURTH: The salary of the Teacher shall be payable in 12 equal installments. The first installment shall be payable on the 20<sup>th</sup> day of September, 2020, and the remaining installments shall be payable on the 20<sup>th</sup> day of each month thereafter.

FIFTH: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and the rules, regulations, and directives of the Administration and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

SIXTH: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

SEVENTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the applicable provisions of the Nebraska Revised Statutes.

EIGHT: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 1/185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

NINTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

TENTH: This contract shall conform to the regulation governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract.

ELEVENTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the Teacher's Certificate, as herein listed, is registered in the office of the District Superintendent of Schools in the District and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

TWELFTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

THIRTEENTH: Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before May 8, 2020 shall constitute a rejection of this offer of employment.

FOURTEENTH: Other Contract Terms:

\* **BA18, Step 5 = \$35,875.00 (Base) x 1.26 (Index) = \$45,202.50 (Salary Schedule in Negotiated Agreement)**

**Daily rate: \$245.67**

**Monthly rate: \$3,766.88**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Teacher

*Brett Richards*

\_\_\_\_\_  
Superintendent

**Springfield Platteview Community Schools  
Sarpy County, NE**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date



<http://members.nasbonline.org/index.php/events>

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'. If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.

THANKS FOR ALL YOU DO FOR YOUR BOARD, YOUR COMMUNITY AND THE ENTIRE STATE BY SERVING PUBLIC EDUCATION IN NEBRASKA. NOW MORE THAN EVER, WE ARE SEEING THE IMPORTANCE IN SCHOOL BOARDS STEPPING UP AS LEADERS OF THEIR COMMUNITIES!

Access NASB's Covid-19 Resources page at <http://members.nasbonline.org/index.php/news-resources/covid-19-resources>

## JUNE

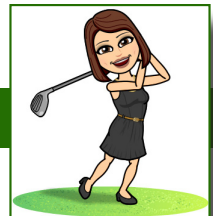
### NASB NETWORKING CALLS FOR SCHOOL BOARD MEMBERS ... CHECK YOUR EMAIL

NETWORK, SHARE, AND LEARN AS WE GIVE YOU ALL THE OPPORTUNITY TO TALK AMONGST PEERS, SHARE BEST PRACTICES, AND GET SOME QUESTIONS ANSWERED ON WHAT ALL IS GOING ON DISTRICT TO DISTRICT. DISCUSSION TOPICS INCLUDE: CARES DOLLARS; TAKEAWAYS +/- FROM THE LAST FEW MONTHS; PARENT SATISFACTION SURVEY; RETURNING DEVICES; THE 2020-21 SCHOOL YEAR; ETC. [CHECK YOUR INBOX FOR TIMES AND LOGIN INFORMATION IN THE UPCOMING WEEKS.](#)

## JULY

### ANNUAL NASB MEMBER GOLF OUTING | JULY 1 | KEARNEY COUNTRY CLUB

WE ARE EXCITED TO SHARE THE NASB GOLF OUTING WILL BE HELD ON JULY 1. START THINKING ABOUT TAKING THE OPPORTUNITY TO ENJOY A DAY ON THE COURSE WITH FELLOW SCHOOL LEADERS! EMAIL [SENDORF@NASBONLINE.ORG](mailto:SENDORF@NASBONLINE.ORG)



### CALL FOR LEGISLATIVE PROPOSALS | DUE JULY 1

NOW IS THE TIME FOR YOU AND YOUR BOARD TO THINK OF ITEMS YOU MIGHT LIKE ADDRESSED IN 2021. IF YOU HAVE A TOPIC IN MIND, OR WOULD LIKE ASSISTANCE GETTING THE BALL ROLLING, PLEASE LET MATT BELKA KNOW AT [MBELKA@NASBONLINE.ORG](mailto:MBELKA@NASBONLINE.ORG) -- 10 AWARD POINTS WILL BE GRANTED, PER RESOLUTION, TO THE ENTIRE BOARD THAT PROPOSES A LEGISLATIVE CHANGE AND/OR NEW LEGISLATION. [HTTP://WWW.NASBONLINE.ORG/REGISTRATIONS/PROPOSEDRESOLUTION.ASPX](http://WWW.NASBONLINE.ORG/REGISTRATIONS/PROPOSEDRESOLUTION.ASPX)

### TEACHER OF THE YEAR APPLICATIONS DUE JULY 15 TO NDE

### NASB LEGISLATION COMMITTEE MEETING | JULY 18

### NASB ORIENTATION | JULY 22 | LINCOLN

### NASB CANDIDATE WEBINAR #1 | JULY 27

### NASB AREA MEMBERSHIP MEETINGS | AUGUST & SEPTEMBER

YORK - VALENTINE - GERING - NORTH PLATTE - NEBRASKA CITY - NORFOLK - LA VISTA - FREMONT - KEARNEY

Board Presidents: Check your inbox each month for the monthly 'NASB Update' to include in your meeting agenda. Please contact [mbelka@NASBonline.org](mailto:mbelka@NASBonline.org) with any questions, or if you are not receiving them.



14801 S. 108th St.  
Springfield, NE 68059  
402-592-1300  
[www.springfieldplatteview.org](http://www.springfieldplatteview.org)

## **Future Planning**

**June 8, 2020**

6/22/20	Board Work Session 7 PM
7/13/20	Regular Board Meeting 7 PM; 6:30 PM- Finance; 6:00 PM Policy
7/18/20	PHS Prom
7/24/20	Senior BBQ/ Commencement practice
7/26/20	Commencement Ceremony 1 PM
7/27/20	BoardWork Session 7 PM
8/7/20	Foundation Golf Tournament
8/10/20	Regular Board Meeting 7 PM; 6:30 PM Finance; 6 PM Evaluation
8/11/20	New Teachers Report
8/12/20	All Teachers Report
8/17/20	Classified Staff Report
8/18/20	1st Day of Classes
8/24/20	Board Work Session 7 PM