

Regular Meeting

Mission: "Engaging All Learners to Achieve Success"

The Regular Meeting started at 6:00 PM on Monday, September 19, 2022. The meeting was held at
ESU7/CPS Student Services Building
2563 44th Avenue
Columbus, NE 68601

Candace Becher: Present

Mark Brown: Present

Michael Jeffryes: Present

Doug Molczyk: Absent

Theresa Seipel: Present

Douglas Willoughby: Present

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Notice of Open Meeting Posted

I.C.1. President insures all can hear proceedings

I.D. Opportunity for Public to be Heard

No one spoke to the Board.

I.E. Board Special Functions

I.E.1. Columbus Public Schools 2022-2023 Budget

Discussion from the Board was that Mr. Kay did a great job during the hearing.

I.E.2. 2022-2023 Final Tax Request

Mr. Kay said by state statute we are required to go through the resolution. He shared that the overall budget is down 5.53%. He will need to get signatures from all board members.

I.E.3. Close Up/Washington DC Trip Approval

Dave Hiebner, CHS Principal, commented on the great opportunity for this trip is for students. Really great to be able to plan to go after COVID.

I.E.4. RFP Process Approval

Dr. Loeffelholz said a vote is not required, but it is good transparency for the community. The proposals will be due Oct. 4th. The finance committee will need to schedule a committee meeting to narrow down the list for architect interviews. Dr. Loeffelholz also shared the plan to tour school sites on the short list on Wednesday and Friday of this week.

I.F. Recognitions

I.G. Items to be removed from the Consent Agenda

There were no items removed from the Consent Agenda.

I.H. Consent Agenda

I.H.1. Approval of Minutes

I.H.2. Financial Reports M2, M3, M4a

Chip Kay, Director of Finance and Human Resources briefed the board regarding the financial reports. The amounts showing are for the end of the fiscal year 2021-2022. The M3 report is the final revenue statement for the 21-22 fiscal period. It shows 95% of the expected property taxes were collected, 100% of the state aid funds. ESSERS money is on its way through our reimbursement process.

Report M4a shows the slowest two weeks of the budget year, very few checks are written while closing out. He said some time sensitive bills were paid.

I.H.3. Financial Report M5

Report M5 reflects the first 2 weeks of September, many purchase orders are created for the beginning of the year items. Mr. Kay said we try to time outgoing funds with revenue receipts. Some payments going out are for the full year of services, memberships that are

due, ALICAP insurance premium payment for the year is showing on the report. There is a payment to Gopher for PE equipment.

I.H.4. Certified Personnel

There were no certified staff hires or resignations.

I.H.5. Classified Personnel

Mr. Kay spoke to the classified staff additions at the start of the school year. He said staff is down to 6-8 openings, half are custodial openings that are being filled by ServiceMaster.

I.H.6. Professional Travel

Dr. Loeffelholz mentioned the After-School Program Regional Meeting that Sara Colford attended along with a HAC Meeting for Tim Kwapnioski and a counseling conference attended district wide by CPS counseling staff. He said there was travel by Mr. Kay, Mr. Harris and Mr. L. Kwapnioski along with his own travel in the last month.

I.I. Acceptance of Gifts/Donations

Dr. Loeffelholz shared the Foundation Report. Total contributions for the month of August was \$8,403.87; total contributions for the year is \$219,817.17.

I.J. Business Operations and Human Relations

I.J.1. Administrative Functions

I.J.1.1. Fund Raising Applications

Mr. Kay informed the board that there were a lot of applications this month, he said, an application won't be attached if it doesn't meet the criteria specified in board policies.

I.J.1.2. Surplus Property Declaration Approval

Noted to be surplussed were guitars, chairs, table and English composition texts.

I.J.2. Updates

I.K. Buildings & Sites/Technology

I.K.1. Administrative Functions

I.K.1.1. Approval for Toro Mower Purchase

Mr. Kwapnioski is away at a conference. Dr. Loeffelholz said all of the board members received a memo regarding the mower attributes and costs. Mark Brown, board member said the current mower has 5000 hours on it. The information shows that this bid is \$8000.00 less than the next bid.

I.K.2. Updates

I.L. Curriculum and Instruction

I.L.1. Updates

Teresa Hausmann, Director of Curriculum, Instruction and Assessment, said she would have data to share at the next meeting.

I.M. Student Services

I.M.1. Updates

Jason Harris, Director of Student Services and Special Education was also away at a conference. Dr. Loeffelholz said that Mr. Harris just finished working on reimbursements. There are a lot of reports coming due. The October 1st count for state aid is coming up quickly. Mr. Harris is working with Santiago Vasquez, Suzanne Stevenson and Eric Edzards to get the data in Synergy so that the report is ready and all students are accurately accounted for.

I.N. Superintendent's Report

Dr. Loeffelholz thanked the Board for taking the time to meet for two Board Retreats. He said he felt like it cleared the air on where we are going and what we want to do, along with wanting to be completely transparent with staff. Dr. Loeffelholz said we will start scheduling meetings with staff and with community members separately.

I.O. Board Sharing

The Board shared that they enjoyed the Kramer tour last week. Really felt the Board Retreat was great to talk about just the one subject and get ideas about what everyone is thinking and next steps. They are happy that school has started and things are moving along. All are very appreciative for all the hard work being done and feel it is great to see all the good things that are happening.

II. Executive Session

III. Adjourn

Adjournment at 6:56.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, September 19, 2022.

President

Secretary

2022-2023 BUDGET ADOPTED									
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	13,013,032.00	38,646,067.00	24,325,478.00	62,971,545.00	8,322,211.00	44,523,965.00	52,846,176.00	10,125,369.00	62,971,545.00
Depreciation	2,368,855.00	2,468,855.00		2,468,855.00			2,468,855.00		2,468,855.00
Employee Benefit	-	-		-			-	-	-
Contingency	-	-		-			-		-
Activities	1,419,956.00	2,489,956.00		2,489,956.00			1,489,956.00	1,000,000.00	2,489,956.00
School Nutrition	724,521.00	3,336,704.00		3,336,704.00			3,112,183.00	224,521.00	3,336,704.00
Bond	2,592,279.00	2,592,279.00	4,016,664.00	6,608,943.00			3,646,334.00	2,962,609.00	6,608,943.00
Special Building	1,173,296.00	3,778,296.00	1,104,600.00	4,882,896.00			4,882,896.00		4,882,896.00
Qualified Capital Purpose Undertaking	-	-	-	-			-	-	-
Cooperative	-	-		-			-	-	-
Student Fee	-	-		-			-	-	-
				-					-
TOTAL ALL FUNDS	21,291,939.00	53,312,157.00	29,446,742.00	82,758,899.00	8,322,211.00	44,523,965.00	68,446,400.00	14,312,499.00	82,758,899.00

PERSONAL AND REAL PROPERTY TAX RECAP	General Fund	Bond Fund(s) [Total Of All Bond Funds]	Special Building Fund	Qualified Capital Purpose Undertaking Fund
	PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	24,325,478.00	4,016,664.00	1,104,600.00
COUNTY TREASURER'S COMMISSION 1% OF TAXES COLLECTED (Line B)	245,712.00	40,572.00	11,158.00	-
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B) (Line C)	24,571,190.00	4,057,236.00	1,115,758.00	-

CERTIFIED STATE AID	MOTOR VEHICLE TAXES
\$ 14,316,378.00	\$ 2,343,000.00

COUNTY TREASURER'S BALANCE, 9-1-2022			
3,750,000.00	227,913.00	-	-

2021-2022 ACTUAL/ESTIMATED								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	12,066,562.00	42,312,463.00	21,329,000.00	63,641,463.00	7,261,311.00	43,367,120.00	50,628,431.00	13,013,032.00
Depreciation	2,257,236.00	2,441,474.00		2,441,474.00			72,619.00	2,368,855.00
Employee Benefit	-	-		-			-	-
Contingency	-	-		-			-	-
Activities	1,368,741.00	2,464,872.00		2,464,872.00			1,044,916.00	1,419,956.00
School Nutrition	742,039.00	3,388,095.00		3,388,095.00			2,663,574.00	724,521.00
Bond	2,352,332.00	2,357,180.00	4,110,807.00	6,467,987.00			3,875,708.00	2,592,279.00
Special Building	5,768,657.00	5,787,237.00	1,269,253.00	7,056,490.00			5,883,194.00	1,173,296.00
Qualified Capital Purpose Undertaking	-	-	-	-			-	-
Cooperative	-	-		-			-	-
Student Fee	-	-		-			-	-
				-				-
TOTAL ALL FUNDS	24,555,567.00	58,751,321.00	26,709,060.00	85,460,381.00	7,261,311.00	43,367,120.00	64,168,442.00	21,291,939.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

MOTOR VEHICLE TAXES	
\$	2,048,000.00

2020-2021 ACTUAL								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	10,955,384.00	38,412,982.00	19,075,231.00	57,488,213.00	7,980,780.00	37,440,871.00	45,421,651.00	12,066,562.00
Depreciation	1,368,241.00	2,262,090.00		2,262,090.00			4,854.00	2,257,236.00
Employee Benefit	-	-		-			-	-
Contingency	-	-		-			-	-
Activities	985,697.00	2,077,306.00		2,077,306.00			708,565.00	1,368,741.00
School Lunch	236,018.00	2,886,030.00		2,886,030.00			2,143,991.00	742,039.00
Bond	1,665,350.00	2,211,313.00	3,602,529.00	5,813,842.00			3,461,510.00	2,352,332.00
Special Building	1,255,686.00	6,450,100.00	1,031,496.00	7,481,596.00			1,712,939.00	5,768,657.00
Qualified Capital Purpose Undertaking	-	-	-	-			-	-
Cooperative	-	-		-			-	-
Student Fee	-	-		-			-	-
				-				-
TOTAL ALL FUNDS	\$ 16,466,376.00	54,299,821.00	23,709,256.00	78,009,077.00	7,980,780.00	37,440,871.00	53,453,510.00	24,555,567.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

MOTOR VEHICLE TAXES	
\$	2,299,703.00

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Columbus Public Schools (71-0001) in Platte County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 19th day of September, 2022 at 5:30 o'clock, P.M., at Student Services Center, 2563 44th Av., Columbus NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2020-2021 (1)	2021-2022 (2)	2022-2023 (3)			
General	\$ 45,421,651.00	\$ 50,628,431.00	\$ 52,846,176.00	\$ 10,125,369.00	\$ 38,646,067.00	\$ 24,571,190.00
Depreciation	\$ 4,854.00	\$ 72,619.00	\$ 2,468,855.00		\$ 2,468,855.00	
Employee Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 708,565.00	\$ 1,044,916.00	\$ 1,489,956.00	\$ 1,000,000.00	\$ 2,489,956.00	
School Nutrition	\$ 2,143,991.00	\$ 2,663,574.00	\$ 3,112,183.00	\$ 224,521.00	\$ 3,336,704.00	
Bond	\$ 3,461,510.00	\$ 3,875,708.00	\$ 3,646,334.00	\$ 2,962,609.00	\$ 2,592,279.00	\$ 4,057,236.00
Special Building	\$ 1,712,939.00	\$ 5,883,194.00	\$ 4,882,896.00		\$ 3,778,296.00	\$ 1,115,758.00
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 53,453,510.00	\$ 64,168,442.00	\$ 68,446,400.00	\$ 14,312,499.00	\$ 53,312,157.00	\$ 29,744,184.00

**Columbus Public Schools
Schedule B - Levies**

Levy Limit Compliance

NOTE: The Schedule portion below is to determine if the School District has met the levy limitations.

Line No.		General Fund (Column A)	Bond Funds (Column B)	Special Building Funds (Column C)	Qualified Capital Purpose Undertaking Funds (Column D)
1	Total Personal and Real Property Taxes -Cover Page	24,571,190.00	4,057,236.00	1,115,758.00	-
2	Exclusions:				
3	Bonded indebtedness secured by a levy on property (Includes Co. Treasurer Comm.)	-	4,057,236.00		-
4	Judgments not paid by liability insurance	-			
5	Voluntary termination agreements with certificated staff / employees occurring prior to 9/1/17	-			
6	Voluntary termination agreements with certificated Teachers 9/1/17 and after	-			
7					
8					
9					
10					
11					
12	Total Exclusions (Line 3 + Line 11)	-	4,057,236.00	-	-
13	Total Personal and Real Property Tax Requirement Subject to the Levy Limitation (Line 1 minus Line 12)	24,571,190.00	-	1,115,758.00	-
14	Assessed Valuation	2,429,291,216	2,429,291,216	2,429,291,216	2,429,291,216
15	Levy Subject to Limitation ((Line 13 / Line 14) x 100)	1.011455	0.000000	0.045929	0.000000
16	Total Levy for Compliance	1.057384			

If the **total** levy on Line 16 is \$1.05, or less, the levy limitation per State Statute Section 77-3442 has been met.

If Total of Line 16 is greater than \$1.05 and you **did not** hold a successful election to override the levy, you are in violation of the levy lid. The school district **must reduce property taxes** to meet the levy limitation.

If Total of Line 16 is greater than \$1.05 and you **held** a successful election to override the levy, which is in effect for the you must **attach a copy of the election ballot and the certified election returns** to your budget.

Qualified Capital Purpose Undertaking Fund levy. A district may only exceed the maximum levy of five and one-fifth cents per one hundred dollars of taxable valuation in any year if (i) the taxable valuation of the district is lower than the taxable valuation in the year in which the district last issued capital purpose undertaking bonds or (ii) such maximum levy is insufficient to meet the annual principal and interest obligations for all capital purpose undertaking bonds. Projects beginning after April 19, 2016 can only have a maximum levy of three cents per one hundred dollars of taxable valuation in any year. (Statute 79-10,110 & 79-10,110.02).

Special Building Fund levy. Limit on Building Fund levy of 14 cents (Statute 79-10,120)

REMINDER: School districts that have combined levies greater than \$1.20 or the combined levies that exceeded the maximum levy approved at a special election may be subject to petitions for the free holding of territory. Combined levies do not include levies for bonded indebtedness approved by the voters of a school district or levies for the refinancing of such bonded indebtedness.

Voluntary Termination Exclusions

Line 5 Amounts to pay for current and future sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination of employment occurring prior to 9/1/17

Line 6 Amount levied by school district at maximum levy to pay for current and future qualified voluntary termination incentives for certificated teachers pursuant to statute. Payments cannot exceed \$35,000, must be paid within 5 years, will result in savings to the school, were not included in a collective bargaining agreement

Line 7 Amounts levied by school district at maximum levy to pay for 50% of the current and future sums agreed to be paid to certificated employees in exchange for voluntary termination between 9/1/18 to 8/31/19 as a result of collective bargaining agreement in force on 9/1/17

Levies Expected to be Set by County

NOTE: The Schedule portion below is to assist with the Levy setting process.

Fund	Property Taxes	Valuation	Expected Levy
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General Fund	\$ 24,571,190.00	\$ 2,429,291,216	1.011455
Special Building Fund	\$ 1,115,758.00	\$ 2,429,291,216	0.045929
Bond Fund	\$ 4,057,236.00	\$ 2,392,618,978	0.169573
Bond Fund	\$ -	\$ 2,429,291,216	0.000000
Bond Fund	\$ -	\$ 2,429,291,216	0.000000
QCPUF Fund	\$ -	\$ 2,429,291,216	0.000000
QCPUF Fund	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
	\$ -	\$ 2,429,291,216	0.000000
Total	\$ 29,744,184.00		\$ 1.226957

Must agree to Cover

SCHEDULE A GENERAL FUND LID EXCLUSIONS

County-District #

71-0001

Columbus Public Schools

Line No.		2022-2023 Amount Budgeted To Spend
1	Repairs to Infrastructure Damaged by a Natural Disaster: (List repair)	
2		
3		
4		
5		
6		
7		
8		
9	Total Repairs to Infrastructure Damaged by a Natural Disaster (Lines 1 through 8)	\$ -
10	Judgments: (List the types of judgments obtained against your School District to the extent such judgment is not paid by liability insurance)	
11		
12		
13		
14		
15		
16		
17	Total Judgments (Lines 11 through 16)	\$ -
18	Distance Education Courses	
19	Amounts eligible as exclusion for Voluntary Termination Agreements	\$ 179,390.00
20	Retirement Contribution Increase	\$ 1,070,132.00
21	Native American Impact Aid	
22	Total General Fund Lid Exclusions - To LC-2 Form (Line 9 + Line 17 to 21)	\$ 1,249,522.00

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District #

71-0001

Line No.	GENERAL FUND	Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	All Instruction Except Special Education Instructional Programs	1000's	20,451,187.00	21,308,155.00	22,641,680.00
3	Special Education Instructional Programs (Include Pre-School)	1200's	4,771,852.00	5,140,000.00	6,059,130.00
4	Support Services - Pupils (SPED Related)	2100's	2,796,991.00	1,802,811.00	1,677,710.00
5					
6	Support Services - Pupil (Non-SPED Related)	2100's	1,126,257.00	2,654,209.00	2,706,570.00
7	Support Services - Instructional	2200's	3,071,187.00	2,692,635.00	3,460,033.00
8					
9	Board of Education	2310	67,786.00	97,877.00	105,000.00
10	Executive Administration Services	2320	448,898.00	490,000.00	472,234.00
11	District Legal Services	2330	23,088.00	19,000.00	52,500.00
12	Office of the Principal	2410	2,441,508.00	2,500,000.00	2,707,624.00
13	General Administration - Business Services	2500	1,657,396.00	2,042,828.00	1,822,462.00
14	Maintenance and Operation of Building(s) & Site(s)	2600's	3,729,666.00	4,180,000.00	4,449,629.00
15	Vehicle Acquisition & Maintenance	2650	53,444.00	18,000.00	29,000.00
16	Regular Pupil Transportation	2710 / 2720 / 2730 / 2790	347,551.00	373,000.00	513,519.00
17	Special Education Pupil Transportation (Include Pre-School)	2712 / 2713 / 2722 / 2723 / 2732 / 2733 / 2792 / 2793	411,937.00	318,500.00	585,371.00
18	Grant Writer	2900	-	-	12,000.00
19	Community Services	3300	129,020.00	125,029.00	586,611.00
20	Categorical Grant from Corporation	3400	-	-	-
21	State Categorical Programs	3500's	526,527.00	611,890.00	634,315.00
22	Debt Services	5000	-	-	-
23	Federal Programs	6000's	3,367,356.00	4,230,264.00	3,806,452.00
24	Building and Site Improvements	4000's		1,945,233.00	454,336.00
25	Transfers to Activities Fund	8000	-	79,000.00	70,000.00
26	Interfund Loan/Repayment to Fund				
27					
28					
29					
30	Total Disbursements & Transfers (Including SPED)		45,421,651.00	50,628,431.00	
31	Total Special Education Disbursements	1200 + 2100 + 27X2	7,980,780.00	7,261,311.00	8,322,211.00
32	Total Non-Special Education Disbursements & Transfers		37,440,871.00	43,367,120.00	44,523,965.00
33	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Including SPED)				52,846,176.00
34	NECESSARY CASH RESERVE				10,125,369.00
35	TOTAL REQUIREMENTS				62,971,545.00

36					
37	BEGINNING BALANCES				
38	Cash Balance, 9-1		7,597,604.00	8,543,569.00	9,263,032.00
39	Investments, 9-1				
40	County Treasurer's Balance, 9-1		3,357,780.00	3,522,993.00	3,750,000.00
41	Total Beginning Balance		10,955,384.00	12,066,562.00	13,013,032.00
42					
43	RECEIPTS, & TRANSFERS				
44	LOCAL SOURCES				
45	Carline Tax	1115	21,380.00	20,135.00	21,000.00
46	Public Power District Sales Tax	1120	806,302.00	807,000.00	850,000.00
47	Motor Vehicle Taxes	1125	2,299,703.00	2,048,000.00	2,343,000.00
48	Tuition Received from Other Districts	1321 / 1323 / 1335	67,794.00	43,500.00	35,000.00
49	Tuition Received from Individuals	1311-13 / 1370	1,700.00	2,850.00	-
50	Other Tuition	1315 / 1320 / 1322 / 1330 / 1331 / 1340 / 1360	-	-	-
51	Transportation Received from Individuals	1410-1411	-	-	-
52	Transportation Received from Other Districts	1420-1440	-	-	-
53	Interest	1510 / 1520	127,102.00	47,812.00	15,000.00
54	Community Service Activities	1800	59,339.00	65,379.00	35,000.00
55	Other Local Receipts	1910 / 1920 / 1990	1,005.00	8,483.00	25,000.00
56	Local License Fees/Court Fines	1911 / 1921	23,885.00	15,710.00	25,000.00
57	Nameplate Capacity Tax	3133	-	-	-
58	Categorical Grants from Corporations / Private	1925	33,300.00	-	-
59					
60					
61					
62					
63					
64	COUNTY AND ESU SOURCES				
65	Fines and License Fees	2110	196,591.00	197,355.00	155,000.00
66	Other County Sources	2130	-	-	-
67	ESU Receipts	2210	-	-	-
68					
69					
70	STATE SOURCES				
71	State Aid	3110	16,616,319.00	18,184,815.00	14,316,378.00
72	Special Education Programs	3120	2,344,009.00	2,412,048.00	2,602,545.00
73	Special Education Transportation	3125	134,484.00	-	135,000.00
74	Homestead Exemption	3130	763,402.00	9,081.00	

75	Payments for Wards of the State or Court	3160 / 3161	-	-	-
76	Pro-Rate Motor Vehicles	3180	57,095.00	476,115.00	50,000.00
77	Payments for High Ability Learners	3535	25,767.00	26,180.00	25,000.00
78	Other State Appropriations		11,537.00	54,302.00	25,000.00
79					
80					
81					
82					
83					
84	State Apportionment	3400	583,068.00	562,771.00	525,000.00
85	Other				
86	State Categorical Programs	3500's	336,705.00	348,951.00	335,449.00
87	Other State Receipts	3990	21,970.00	25,000.00	-
88	Property Tax Credit and Personal Property Tax Credit	3131 / 3132 / 3134	1,058,524.00	1,213,587.00	
89	FEDERAL SOURCES				
90	Title ESSA Programs (Includes ESSA Title I)	4500-4511	621,123.00	808,861.00	715,731.00
91		4526-4528, 4531	177,374.00	381,410.00	383,494.00
92					
93					
94	IDEA Programs	4512-4523	304,576.00	1,550,838.00	1,088,286.00
95		4416-4418	-	-	-
96					
97	Medicaid in Public Schools	4708	114,110.00	153,392.00	34,643.00
98	Medicaid Administrative Activities in Public Schools	4709	-		-
99	Title 8 (Impact Aid)	4305	-		-
100	Other Federal Non-Categorical Receipts	4524	-	419,274.00	-
101	IDEA ARP	4421-23		115,990.00	-
102					
103	ESSA Title IV SAE	4969	-	44,444.00	-
104	Vocational Education (Carl Perkins)	4525	78,119.00	-	41,918.00
105	Other Federal Categorical Receipts	4530	-	2,789.00	-
106	ESSER & Presidential Declared Disaster Aid	4995-4998	510,194.00	184,914.00	1,750,000.00
107	Grants from Corporations & Other Private Interests	4710	-		
108					
109	NON-REVENUE SOURCES				
110	Tax Anticipation Notes	5150			
111	Long Term Loans	5400			
112	Insurance Adjustments	5301	32,371.00		
113	Sale of Property	5300			
114	Transfers from _____ Fund	5200			

115	Cash Balance from Dissolved/Merged Districts	5610			
116					
117	Other Non-Revenue Receipts	5690	28,750.00	14,915.00	100,591.00
118	Learning Community Property Taxes				
119	Interfund Loan/Repayment From _____ Fund				
120	Total Available Resources Before Property Taxes		38,412,982.00	42,312,463.00	38,646,067.00
121	Personal and Real Property Taxes	1100	19,075,231.00	21,329,000.00	24,325,478.00
122	TOTAL RESOURCES AVAILABLE		57,488,213.00	63,641,463.00	62,971,545.00
123	Less: Disbursements & Transfers		45,421,651.00	50,628,431.00	
124	BALANCE FORWARD		12,066,562.00	13,013,032.00	

PROPERTY TAX RECAP

1. Tax from Line 121
2. Compute County Treasurer's Commission at 1% of tax collections.
3. Total Personal and Real Property Tax Requirement

24,325,478.00
245,712.00
24,571,190.00

Note: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 122 must agree with TOTAL REQUIREMENTS on line 35 in the Adopted Column.

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District #

71-0001

Line No.	DEPRECIATION FUND	Object/ Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	Re-Appropriated Funds				132,257.00
3	Bank Management Fees/Dividend Loss	340	4,854.00	72,619.00	15,000.00
4	Furniture - Building Budgets				296,957.00
5	Finance Office/Nutrition Services				1,157,970.00
6	Transportation				460,000.00
7	Curriculum/Assessment Materials				331,671.00
8	Nantkes Capital Improvement				75,000.00
9					
10					
11	Transfers to General Fund	8000-911	-		
12	Total Disbursements & Transfers		4,854.00	72,619.00	
13	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS				2,468,855.00
14	TOTAL REQUIREMENTS				2,468,855.00
15	BEGINNING BALANCES, RECEIPTS, & TRANSFERS				
16	Cash Balance, 9-1		1,368,241.00	2,257,236.00	2,368,855.00
17	Investments, 9-1				
18	Total Beginning Balance		1,368,241.00	2,257,236.00	2,368,855.00
19	LOCAL SOURCES				
20	Interest	1510	14,825.00	17,931.00	15,000.00
21					
22	NON-REVENUE SOURCES				
23	Transfers from General Fund	5200	879,024.00	166,307.00	85,000.00
24					
25					
26					
27	TOTAL RESOURCES AVAILABLE		2,262,090.00	2,441,474.00	2,468,855.00
28	Less: Disbursements & Transfers		4,854.00	72,619.00	
29	BALANCE FORWARD		2,257,236.00	2,368,855.00	

NOTE: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 27 must agree with TOTAL REQUIREMENTS on line 14 in the Adopted Column.

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District #

71-0001

Line No.	CONTINGENCY FUND	Object/ Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	Legal Services	2330			
3	Judgments/Settlements	820			
4					
5					
6					
7	Transfers to General Fund	8000-911			
8	Total Disbursements & Transfers		-	-	
9	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS				-
10	TOTAL REQUIREMENTS				-
11	BEGINNING BALANCES, RECEIPTS, & TRANSFERS				
12	Cash Balance, 9-1				
13	Investments, 9-1				
14	Total Beginning Balance		-	-	-
15	LOCAL SOURCES				
16	Interest	1510			
17					
18	NON-REVENUE SOURCES				
19	Transfers from General Fund	5200			
20					
21	TOTAL RESOURCES AVAILABLE		-	-	-
22	Less: Disbursements & Transfers		-	-	
23	BALANCE FORWARD		-	-	

2021-2022 Budgeted Calculation of Maximum Total Disbursements & Transfers

$$\begin{array}{r}
 \$ \underline{\hspace{10em}} \hspace{1em} 52,846,176.00 \quad \times .05 = \underline{\hspace{10em}} \hspace{1em} 2,642,308.80 \\
 \text{(Total Budget of Disbursements \& Transfers-General Fund)} \hspace{15em} \text{(Column 3, Line 9 may not exceed this amount)} \\
 \text{[From General Fund Line 33]}
 \end{array}$$

Note: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 21 must agree with TOTAL REQUIREMENTS on line 10 in the Adopted Column.

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District #

71-0001

Line No.	ACTIVITIES FUND	Object/ Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	All Programs - Support Services	2900	708,565.00	1,044,916.00	1,489,956.00
3					
4					
5					
6					
7					
8					
9					
10					
11	Transfers to General Fund	8000-911			
12	Total Disbursements & Transfers		708,565.00	1,044,916.00	
13	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS				1,489,956.00
14	NECESSARY CASH RESERVE				1,000,000.00
15	TOTAL REQUIREMENTS				2,489,956.00
16	BEGINNING BALANCES, RECEIPTS, & TRANSFERS				
17	Cash Balance, 9-1		985,697.00	1,368,741.00	1,419,956.00
18	Investments, 9-1				
19	Total Beginning Balance		985,697.00	1,368,741.00	1,419,956.00
20	LOCAL SOURCES				
21	Interest	1510			
22	Activities Receipts	1790	885,001.00	1,017,131.00	1,000,000.00
23	Admissions	1710	163,737.00		
24	Fees	1740-1741	42,871.00		
25	NON-REVENUE SOURCES				
26	Transfers from General Fund	5200		79,000.00	70,000.00
27					
28	TOTAL RESOURCES AVAILABLE		2,077,306.00	2,464,872.00	2,489,956.00
29	Less: Disbursements & Transfers		708,565.00	1,044,916.00	
30	BALANCE FORWARD		1,368,741.00	1,419,956.00	

NOTE: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 28 must agree with TOTAL REQUIREMENTS on line 15 in the Adopted Column.

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District #

71-0001

Line No.	SCHOOL NUTRITION FUND	Object/ Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	Salaries	100's		889,600.00	1,018,507.00
3	Employee Benefits	200's		363,424.00	471,526.00
4	Purchased Services	300 / 400	2,143,991.00	1,366,250.00	1,475,150.00
5	Supplies & Materials (Excluding Food)	610		15,000.00	50,000.00
6	Food	630		-	50,000.00
7	Capital Outlay (New & Replacement)	731, 733, 739		23,000.00	40,000.00
8	Dues, Fees, Miscellaneous	800's		6,300.00	7,000.00
9					
10					
11	Transfers to General Fund	8000-911			
12	Total Disbursements & Transfers		2,143,991.00	2,663,574.00	
13	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS				3,112,183.00
14	NECESSARY CASH RESERVE				224,521.00
15	TOTAL REQUIREMENTS				3,336,704.00
16	BEGINNING BALANCES, RECEIPTS, & TRANSFERS				
17	Cash Balance, 9-1		236,018.00	742,039.00	724,521.00
18	Investments, 9-1				
19	Total Beginning Balance		236,018.00	742,039.00	724,521.00
20	LOCAL SOURCES				
21	Interest	1510	9,450.00	5,625.00	
22	Sale of Lunches/Milk	1610-1650	378,744.00	106,097.00	1,112,183.00
23					
24	STATE SOURCES				
25	State Reimbursement	3150	15,700.00	34,334.00	
26					
27	FEDERAL SOURCES				
28	Federal Reimbursement	4210 / 4211	2,246,118.00	2,500,000.00	1,500,000.00
29					
30	NON-REVENUE SOURCES				
31	Transfers from General Fund	5200			
32					
33	TOTAL RESOURCES AVAILABLE		2,886,030.00	3,388,095.00	3,336,704.00
34	Less: Disbursements & Transfers		2,143,991.00	2,663,574.00	
35	BALANCE FORWARD		742,039.00	724,521.00	

NOTE: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 33 must agree with TOTAL REQUIREMENTS on line 15 in the Adopted Column.

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District #

71-0001

Line No.	BOND FUND	Object/ Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	Bond - Refunded	831			
3	Bond - Principal	831	3,461,510.00	2,885,000.00	2,700,518.00
4	Bond - Interest	832		976,358.00	930,816.00
5	Bond - Fees	340		14,350.00	15,000.00
6	Transfers to General Fund	8000-911			
7	Interfund Loan/Repayment To _____ Fund				
8	Total Disbursements & Transfers		3,461,510.00	3,875,708.00	
9	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS				3,646,334.00
10	NECESSARY CASH RESERVE				2,962,609.00
11	TOTAL REQUIREMENTS				6,608,943.00
12	BEGINNING BALANCES, RECEIPTS, & TRANSFERS				
13	Cash Balance, 9-1		1,665,350.00	1,671,967.00	2,364,366.00
14	Investments, 9-1				
15	County Treasurers Balance, 9-1			680,365.00	227,913.00
16	Total Beginning Balance		1,665,350.00	2,352,332.00	2,592,279.00
17	LOCAL SOURCES				
18	Carline Tax	1115	4,163.00		
19	Interest	1510	19,113.00	4,848.00	
20	Pulib Power District Sales Tax	1120	157,311.00		
21					
22	STATE SOURCES				
23	Homestead Exemption	3130	148,640.00		
24	Pro-Rate Motor Vehicle	3180	10,609.00		
25					
26	Property Tax Credit	3131-3134	206,127.00		
27	NON-REVENUE SOURCES				
28	Sales of Bonds (Re-funding)	5101			
29	Transfers from General Fund	5200			
30					
31	Interfund Loan/Repayment From _____ Fund				
32	Total Available Resources Before Property Taxes		2,211,313.00	2,357,180.00	2,592,279.00
33	Personal and Real Property Taxes	1100	3,602,529.00	4,110,807.00	4,016,664.00
34	TOTAL RESOURCES AVAILABLE		5,813,842.00	6,467,987.00	6,608,943.00
35	Less: Disbursements & Transfers		3,461,510.00	3,875,708.00	
36	BALANCE FORWARD		2,352,332.00	2,592,279.00	

PROPERTY TAX RECAP

1. Tax From Line 33
2. Compute County Treasurer's Commission at 1% of tax requirement.
3. Total Personal and Real Property Tax Requirement.

4,016,664.00
40,572.00
4,057,236.00

Note: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 34 must agree with TOTAL REQUIREMENTS on line 11 in the Adopted Column.

Bond Fund

School District Total Debt Outstanding as of September 1, 2022

The district officers of any school district in Nebraska shall have power, on the terms and conditions set forth in sections 10-702 to 10-716, to issue the bonds of the district for the purpose of (1) purchasing a site for and erecting thereon a schoolhouse or schoolhouses or a teacherage or teacherages, or for such purchase or erection, or purchasing an existing building or buildings for use as a schoolhouse or schoolhouses, including the site or sites upon which such building or buildings are located, and furnishing the same, in such district, (2) retiring registered warrants, and (3) paying for additions to or repairs for a schoolhouse or schoolhouses or a teacherage or teacherages.

School districts also have the ability to issue bonds as set forth in State Statute Section 79-10,110 for the purpose of paying amounts necessary for the abatement of environmental hazards, accessibility barrier elimination, or modifications for life safety code violations, indoor air quality, or mold abatement and prevention.

The District has the following debt outstanding as of September 1, 2022:
(Include Bond fund(s) and Qualified Capital Purpose Undertaking Fund)

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022-2023	\$ <u>2,700,518.00</u>	\$ <u>930,816.00</u>	\$ <u>3,631,334.00</u>
2023-2024	\$ <u>2,735,000.00</u>	\$ <u>874,855.00</u>	\$ <u>3,609,855.00</u>
2024-2025	\$ <u>2,800,000.00</u>	\$ <u>810,224.00</u>	\$ <u>3,610,224.00</u>
2025-2026 and thereafter	\$ <u>47,280,000.00</u>	\$ <u>6,967,944.00</u>	\$ <u>54,247,944.00</u>
Total All Years	\$ <u><u>55,515,518.00</u></u>	\$ <u><u>9,583,839.00</u></u>	\$ <u><u>65,099,357.00</u></u>

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District # **71-0001**

Line No.	SPECIAL BUILDING FUND	Object/ Source Number	ACTUAL 9-1-2020 to 8-31-2021 (Column 1)	ACTUAL/ESTIMATED 9-1-2021 to 8-31-2022 (Column 2)	ADOPTED 9-1-2022 to 8-31-2023 (Column 3)
1	DISBURSEMENTS & TRANSFERS				
2	Purchased Services	400	71,282.00	68,060.00	
3	Supplies	600			
4	Capital Outlay (New Only)	700's			
5	Site Acquisition & Improvements	710	171,447.00	1,423,307.00	35,048.00
6	Building Acquisition & Improvement	720	1,470,210.00	3,548,205.00	3,773,296.00
7	Loan Repayment	831 / 832		843,622.00	1,074,552.00
8					
9	Interfund Loan/Repayment To Fund				
10	Total Disbursements & Transfers		1,712,939.00	5,883,194.00	
11	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS				4,882,896.00
12	TOTAL REQUIREMENTS				4,882,896.00
13	BEGINNING BALANCES & RECEIPTS				
14	Cash Balance, 9-1		1,255,686.00	5,768,657.00	1,173,296.00
15	Investments, 9-1				
16	County Treasurer's Balance, 9-1				
17	Total Beginning Balance		1,255,686.00	5,768,657.00	1,173,296.00
18	LOCAL SOURCES				
19	Carline Tax	1115	1,183.00		
20	Interest	1510	44,958.00	18,580.00	5,000.00
21	Public Power Sales Tax	1120	44,448.00		
22					
23	STATE SOURCES				
24	Homestead Exemption	3130	42,217.00		
25	Pro-Rate Motor Vehicles	3180	3,052.00		
26					
27	Property Tax Credit	3131	58,556.00		
28	FEDERAL SOURCES				
29	Total Federal Receipts	4000's			
30	NON-REVENUE SOURCES				
31	Sale of Bonds	5101	5,000,000.00		2,600,000.00
32	Long Term Loans	5400			
33	Sale of Property	5300			
34	Learning Community Property Taxes				
35	Interfund Loan/Repayment From Fund				
36	Total Available Resources Before Property Taxes		6,450,100.00	5,787,237.00	3,778,296.00
37	Personal and Real Property Taxes	1100	1,031,496.00	1,269,253.00	1,104,600.00
38	TOTAL RESOURCES AVAILABLE		7,481,596.00	7,056,490.00	4,882,896.00
39	Less: Disbursements & Transfers		1,712,939.00	5,883,194.00	
40	BALANCE FORWARD		5,768,657.00	1,173,296.00	

PROPERTY TAX RECAP

1,104,600.00
11,158.00
1,115,758.00

1. Tax From Line 37
2. Compute County Treasurer's Commission at 1% of tax requirement.
3. Total Personal and Real Property Tax Requirement.

Note: To present a balanced budget, TOTAL RESOURCES AVAILABLE on line 38 must agree with TOTAL REQUIREMENTS on line 12 in the Adopted Column.

Special Building Fund

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Columbus Public Schools (71-0001) in Platte County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 19th day of September, 2022 at 5:30 o'clock, P.M., at Student Services Center, 2563 44th Av., Columbus NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2020-2021 (1)	2021-2022 (2)	2022-2023 (3)			
General	\$ 45,421,651.00	\$ 50,628,431.00	\$ 52,846,176.00	\$ 10,125,369.00	\$ 38,646,067.00	\$ 24,571,190.00
Depreciation	\$ 4,854.00	\$ 72,619.00	\$ 2,468,855.00		\$ 2,468,855.00	
Employee Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 708,565.00	\$ 1,044,916.00	\$ 1,489,956.00	\$ 1,000,000.00	\$ 2,489,956.00	
School Nutrition	\$ 2,143,991.00	\$ 2,663,574.00	\$ 3,112,183.00	\$ 224,521.00	\$ 3,336,704.00	
Bond	\$ 3,461,510.00	\$ 3,875,708.00	\$ 3,646,334.00	\$ 2,962,609.00	\$ 2,592,279.00	\$ 4,057,236.00
Special Building	\$ 1,712,939.00	\$ 5,883,194.00	\$ 4,882,896.00		\$ 3,778,296.00	\$ 1,115,758.00
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 53,453,510.00	\$ 64,168,442.00	\$ 68,446,400.00	\$ 14,312,499.00	\$ 53,312,157.00	\$ 29,744,184.00

Notice of Special Hearing To Set Final Tax Request

Columbus Public Schools (71-0001) in Platte County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 19th day of, September 2022 at Immediately following the Budget Hearing, at Student Services Center, 2563 44th Av., Columbus NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021-2022	2022-2023	Change
Property Valuations	\$ 2,306,097,745	\$ 2,429,291,216	5%
Bond Valuations	\$ 2,272,514,631	\$ 2,392,618,978	5%

2021-2022 Budget Information

2022-2023 Budget Information

Fund	2021-2022 Operating Budget	2021-2022 Property Tax Request	2021 Tax Rate	Property Tax Rate (2021-2022 Request Divided By 2022 Valuation)	2022-2023 Operating Budget	2022-2023 Proposed Property Tax Request	Proposed 2022 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	53,795,674.00	22,944,727.00	0.994959	0.944503	52,846,176.00	24,571,190.00	1.011455	2%	-2%
Bond Fund(s) K - 12	3,995,223.00	4,021,436.00	0.176960	0.165539	3,646,334.00	4,057,236.00	0.169573	-4%	-9%
Bond Fund(s) K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund(s) 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund			0.000000	0.000000			0.000000	#DIV/0!	0
Special Building Fund	7,177,247.00	1,269,253.00	0.055039	0.052248	4,882,896.00	1,115,758.00	0.045929	-17%	-32%
Qualified Capital Purpose Undertaking Fund K - 12			0.000000	0.000000	-	-	0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Total	64,968,144.00	28,235,416.00	1.226958	1.162290	61,375,406.00	29,744,184.00	1.226957	0%	-6%

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. 2023-1A

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of Columbus Public Schools passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of Columbus Public Schools resolves that:

- 1. The 2022-2023 property tax request be set at:

General Fund:	\$ 24,571,190.00
Bond Fund:	\$ 4,057,236.00
Special Building Fund:	\$ 1,115,758.00
Qualified Capital Purpose	\$ -
Undertaking Fund:	

- 2. The total assessed value of property differs from last year’s total assessed value by 5.34 percent.
- 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 1.16229 per \$100 of assessed value.
- 4. Columbus Public Schools proposes to adopt a property tax request that will cause its tax rate to be 1.226957 per \$100 of assessed value.
- 5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Columbus Public Schools will increase (or decrease) last year’s budget by -5.53 percent.
- 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by _____, seconded by _____ to adopt Resolution #_____.

Voting yes were:

Voting no were:

Dated this 19th day of September, 2022

FIELD TRIP OR EXCURSION APPROVAL FORM
Activities That Result In Loss Of Student Days
Out of State Activities

Date: 8/29/22Proposed Excursion date: 3/5/23 - 3/10/23Requesting Individual: Nathan CoanStudent group for which request is made: Close Up - Washington, DC

Purpose of trip:

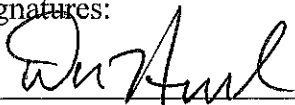
For CMS students and staff to participate in the Close Up program in Washington, DC.

Educational Benefit:

Close Up Program instructors use DC as a living classroom. Students learn more about history + government while being encouraged to become active participants in our democracy. It also provides unparalleled professional development for teachers.

Nature of Request (Check One) 1 time only AnnualIs The Event Sanctioned? (NSAA Activity) Yes NoCost of trip: \$ 2060 / studentCost to district: sub pay (\$165) x 5 days = \$ 825How will funds be raised: paid by individual students (Possible Fundraising Opportunity)Timelines of event: sample schedule attachedNumber of student school days forfeited: 5Other pertinent information: I have attached a summary of price/cost.

Approval Signatures:

Principal:  Date: 8/9/1/22

Superintendent: _____ Date: _____

School Board President: _____

Date of Formal Board Approval: _____

Attach the following information along with this request.

1. *A Detailed Budget Including Expenses and Revenue.*
2. *Travel Information.*
3. *Parental Permission Form.*
4. *NSAA Waiver for Competitions In Excess of 600-miles Round Trip.*



CLOSE UP WASHINGTON HIGH SCHOOL PROGRAM

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

●	Arrive in Washington, DC	8:00	Hot Breakfast Buffet	8:00	Hot Breakfast Buffet	7:15	Hot Breakfast Buffet	8:00	Hot Breakfast Buffet	7:00	Breakfast
●	Hotel Check-in: Meet with your Close Up Concierge & explore DC with your school if time allows	9:00	Jefferson Memorial Study Visit*: How do the rights outlined in the Founding Documents apply to our view of liberty today?	9:00	War Memorials Study Visit: What do the WWII, Vietnam, and Korean Memorials say about those who have served and sacrificed?	8:15	Bus Transfer to Capitol Hill	9:00	Arlington National Cemetery: Visit our nation's most hallowed ground and witness the Changing of the Guard	7:00	Sightsee in Washington: Spend some more time in the city with your school if time allows
●	5:45 Teacher/Staff Dinner	6:00	Welcome Dinner	6:45	Lincoln Memorial: How does the imagery of the Lincoln Memorial portray his legacy?	8:15	Capitol Hill Day: Take advantage of as many activities as you can!	9:00	Neighborhood Study Visit and Lunch: Explore DC off the beaten path, e.g. U Street, Chinatown	7:00	Depart for Home
●	6:00 Welcome Dinner	10:15	Franklin D. Roosevelt Memorial Study Visit: What rights are needed to ensure equality and promote the welfare of citizens in the U.S.?	11:15	Explore Capitol Hill neighborhood	11:30	Neighborhood Study Visit and Lunch: Explore DC off the beaten path, e.g. U Street, Chinatown	11:30	White House Study Visit: Discuss the purpose of protests and what restrictions of protests are legitimate		
●	6:45 Orientation: Meet students from across the country and get to know your Close Up Program Instructor	10:15	Memorial Study Visit: What rights are needed to ensure equality and promote the welfare of citizens in the U.S.?	12:05	Capitol Reflecting Pool Group Photo	11:30	Neighborhood Study Visit and Lunch: Explore DC off the beaten path, e.g. U Street, Chinatown	11:30	White House Study Visit: Discuss the purpose of protests and what restrictions of protests are legitimate		
●	7:15 Introduction Workshop*: What are the biggest issues that we face in our democracy today?	11:30	Martin Luther King, Jr. Memorial Study Visit: How do we see MLK's view of justice in the U.S. today?	12:20	Lunch	11:30	Explore time at Smithsonian Museums on National Mall	11:30	Citizen Action Seminar: Hear from an advocacy organization & how they are impacting the community		
●	8:30 Issues Debate: Ask your most challenging questions and engage with a liberal and a conservative DC insider	12:20	Lunch	4:00	Armed Forces Panel	5:00	Dinner in Georgetown Neighborhood	2:15	U.S. Marine Corps Memorial: Visit the larger than life representation of the iconic flag-raising at Iwo Jima		
●	10:00 Social Time	2:15	Smithsonian Institution Exploration: Visit one of the world renowned museums to discover and learn about history and culture	5:30	Dinner at Pentagon City Mall	10:00	Social Time	3:45	Eisenhower Memorial: Visit the site honoring the 34th president of the U.S.		
●	10:30 Room Check	2:15	Smithsonian Institution Exploration: Visit one of the world renowned museums to discover and learn about history and culture	6:30	Return to Hotel	11:00	Room Check	4:45	U.S. Marine Corps Memorial: Visit the larger than life representation of the iconic flag-raising at Iwo Jima		
●		4:15	Citizen Action Stress: Get inspired by examples of citizens making a difference in their communities and the nation	8:35	Mock Congress: Debate, amend, and vote on the same issues elected representatives are currently considering	5:15	Return to Hotel	5:15	Return to Hotel		
●		5:30	Transfer to Hotel	9:45	Student/Teacher Meetings	7:45	Farewell Dinner, Banquet and Trivia at Hotel: Enjoy a fun-filled evening and compete to answer questions with your new friends	6:00	Final Workshop: How will you stay engaged on issues that matter to you?		
●		6:15	American Political Values Workshop: Examine the connections between liberty, equality, and justice	10:00	Social Time	7:45	Farewell Dinner, Banquet and Trivia at Hotel: Enjoy a fun-filled evening and compete to answer questions with your new friends	6:00	Final Workshop: How will you stay engaged on issues that matter to you?		
●		7:30	Hotel Dinner	11:00	Room Check	11:00	Room Check	6:00	Final Workshop: How will you stay engaged on issues that matter to you?		
●		8:30	Current Issues in Public Policy: Debate hot topics with your new friends from across the country	11:00	Room Check	11:00	Room Check	6:00	Final Workshop: How will you stay engaged on issues that matter to you?		
●		10:00	Social Time								
●		11:00	Room Check								

* Workshops are small learning communities comprised of students from various states. Each workshop community is led by the same Close Up Program Instructor for the duration of the trip.
 * Study Visits led by highly-trained instructors provide unique opportunities to learn using historic sites and institutions as living classrooms.
 Sample schedule subject to change.



CLOSE UP WASHINGTON HIGH SCHOOL TEACHER PROGRAM

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Arrive in Washington, DC	8:30 am Teacher Breakfast:	7:30 am Breakfast	8:00 am Breakfast	8:00 am Breakfast	7:00 am Breakfast
Hotel Check-In: Meet with your Close Up Concierge and explore DC with your school if time allows	9:40 am Bus Transfer for Teacher Program Options	8:00 am Bus Transfer for All Day Out-of-Town Electives:	9:00 am Transfer to Hill with Students	9:00 am Metro/Uber Transfer for Teacher Program Options	Sightsee in Washington: Spend some more time in the city with your school if time allows
6:00 pm Teachers' Welcome Dinner and Orientation	In-Town Morning Elective:	9:30 am Yorktown Battlefield: Winning America's Independence (\$)	9:30 am Capitol Hill Day: Take advantage of as many activities as you can!	In-Town Morning Elective	Depart for Home
Student Evening Activities Optional for Teachers	Engaging With Monuments Jefferson, FDR, & MLK	Departure: Metro/Uber Transfer	Meet with your members of Congress or their staff	Historical Exploration of Old Town Alexandria before the Civil War	
6:00 pm Student Dinner	OR	In-Town Morning Elective:	Explore the Library of Congress & Museums on the National Mall* (Options include: Smithsonian Natural History Museum, National Gallery of Art, National Museum of African American History and Culture, National Archives)	12:30 pm Lunch in Alexandria (\$)	
6:45 pm Student Orientation	Build It and They Will Come Exploring the Three Newest Memorials: Dwight D. Eisenhower, World War I, & Black Lives Matter Plaza	Capitol Hill: History, Current Events, and the Layout Walking Workshop	6:15 pm National Gallery of Art, National Museum of African American History and Culture, National Archives)	1:30 pm In-Town Afternoon Elective:	
7:15 pm Introduction Workshop	12:30 pm Lunch on Your Own (\$)	Lunch at Eastern Market Neighborhood	6:15 pm Teacher Closing Reflection		
8:30 pm Issues Debate	1:30 pm In-Town Afternoon Electives:	Woodrow Wilson House (\$)			
	African American History in DC	Return to Hotel, Dinner on Your Own (\$)	Lunch at Union Station		
	Georgetown, the African American Civil War Soldiers Memorial & the U Street Corridor	Return to Hotel, Dinner on Your Own (\$)	Bus Transfer to Dinner, Chinatown (\$)		
	OR	7:00 pm Out of Town Option Returns			
	Engaging With Monuments, The War Memorials				
	5:00 pm Teacher Reception				
	7:00 pm Return to Hotel				

Meals: Please note that beginning with dinner on Sunday and ending with breakfast on Friday, two meals per day are provided for adults attending Teacher Program.

Adults who choose to shadow Student Program will receive the equivalent meals they would have received on Teacher Program.

Sample schedule subject to change.

CALL: 800-CLOSE UP (256-7387) EMAIL: info@closeup.org VISIT: www.closeup.org CONNECT:

CLOSE UP WASHINGTON DC

Selected Registration: WASHINGTON D.C. (H) 3/5/2023

PRICE SUMMARY

Listed below is a summary of the options and preferences you have selected for your program.

Tuition Price Breakdown	
Program Tuition:	\$958.00
Room, board, and in-town transportation:	\$529.00
Safety and Security:	\$80.00
Subtotal:	\$1,567.00
Selected Options	
Transportation package from:	OMAHA \$493.00
Program Options:	
Subtotal:	\$493.00
Total	
Student Cost:	\$2060.00 - paid by student
Adult Cost:	\$2410.00 - paid by Social Studies Dept.

Travel Preferences

COLUMBUS PUBLIC SCHOOLS
2508 27th Street
Columbus, Nebraska 68601

REQUEST FOR PROPOSALS
AND RFP PROJECT MANUAL
For Architectural Services

2023 School Facilities Project

September 15, 2022

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Attachment No. 2—Preliminary RFP Schedule
Attachment No. 3—Form Project Architect Agreement
Attachment No. 4—Proposal Sheet
Attachment No. 5—Proposal Questionnaire

NOTICE OF REQUEST FOR PROPOSALS
FOR ARCHITECTURAL SERVICES
COLUMBUS PUBLIC SCHOOLS

NOTICE is hereby given that the Columbus Public Schools (CPS) is requesting proposals from qualified persons/firms to provide architectural services in connection with possible school facilities classroom and cafeteria additions and renovations and new school construction (Project). The Project Manual RFP documents will be made available in electronic format only starting at 12:00 p.m. (noon) on September 15, 2022. All persons desiring a copy of the RFP documents must send an email to Troy Loeffelholz, Superintendent, at loeffelholz@discoverers.org and carbon copy to kayc@discoverers.org. The email must state "CPS RFP for Architects" in the "Subject" line, must include the sender's actual email address in the "From" line, and must include the person's name, company name, company address and company telephone number in the body of the email.

All submitted proposals must be received at the CPS administration office located at 2508 27th Street, Columbus, Nebraska, no later than 2:00 p.m. on October 4, 2022. Proposals may be submitted in paper or electronic form. CPS is not responsible for any lost paper or electronic submissions. Proposals received after the designated date and time for receiving proposals may be rejected. Proposals will be evaluated on a qualifications basis. CPS reserves the right to reject any and all proposals received that are not deemed to be in the best interests of CPS, to cancel or amend this RFP at any time and to waive any requirements of this RFP.

**REQUEST FOR PROPOSALS
FOR ARCHITECTURAL SERVICES
COLUMBUS PUBLIC SCHOOLS**

September 15, 2022

1. INITIAL INFORMATION

- 1.1 The owner of the Project and issuer of this RFP is Platte County School District 71-0001, also known as Columbus Public Schools (CPS), 2508 27th Street, Columbus, Nebraska, 68601. The designated representative of CPS for the Project is Dr. Troy Loeffelholz, Superintendent of Schools.
- 1.2 The Project generally involves multiple school facilities improvements, additions, renovations and new construction, as more particularly described herein.
- 1.3 The total budget for the Project has not been determined or finalized. A preliminary budget likely is in a range not to exceed \$35,000,000. Budgets for the Scopes of Work at each school facility have not yet been determined or finalized. When finalized, the total Project budget and budget for each scope of Work shall be inclusive of all costs associated with the construction of the Project, including the Cost of Work and, if applicable, construction manager fees, reimbursable expenses and general conditions, along with architect/engineer fees and architect/engineer reimbursable expenses.
- 1.4 Financing for the Project has not been determined or finalized. Preliminary financing options include a bond issue election before the legal voters of CPS at an election held in the future.

2. PROJECT DESCRIPTIONS AND SCOPE OF WORK

- 2.1 The Project and Scopes of Work for this RFP may apply to the following preliminary list of projects:
 - .1 New K-5 elementary school (location TBD)
 - .2 5th and/or 6th grade classroom additions to the existing middle school
 - .3 Classroom additions to the existing high school
 - .4 Cafeteria additions to four (4) existing elementary schools
 - .5 Classroom addition to one or more existing elementary schools
 - .6 Alternative Education Facility
 - .7 Potential baseball, softball, tennis, pickleball, splash pad, and park in partnership with the city of Columbus
- 2.2 The final Scopes of Work within the Project have not yet been determined.
- 2.3 Construction of each Scope of Work within the Project may be by separate construction contractors under separate or combined construction contracts. The selected Project Architect shall not be required to perform any work in constructing the Project. Any selected Project Architect, and any consultants and/or subcontractors of the selected Project Architect, shall be ineligible from bidding or participating in the construction on any Scope of Work under the Project.
- 2.4 CPS anticipates that construction on each Project shall be using the construction manager at risk construction delivery model. CPS may, however, in its sole discretion, choose to utilize other construction delivery methods, including but not limited to design-bid-build.
- 2.5 The form contract between CPS and each selected Project Architect shall be the AIA B101-2017, as amended. The contract shall cover all Scopes of Work for the Project.

- 2.6 Project Architect fees for all Scopes of Work and the Project shall be negotiated, with the understanding that CPS prefers fees at hourly rates (architect personnel and any consultants) not to exceed a negotiated maximum amount.

3. RFP DOCUMENTS

The following documents are incorporated into this RFP:

- 3.1 Project Description and Preliminary Scope of Project Sheet; **Attachment No. 1.**
- 3.2. The preliminary RFP schedule; **Attachment No. 2.**
- 3.3 The form Project Architect Agreement to be used for the Projects; **Attachment No. 3.**
- 3.4 The form Proposal Sheet to be used by submitting proposers; **Attachment No. 4.**
- 3.5 Proposal Questionnaire; **Attachment No. 5.**

4. RFP CLARIFICATIONS / MODIFICATIONS

- 4.1 Questions about or requests for clarification or interpretation of the RFP documents shall be made in writing to the CPS Superintendent, Dr. Troy Loeffelholz, by e-mail at loeffelholzt@discoverers.org and carbon copy to daldridge@perrylawfirm.com no later than the following date and time: **September 30, 2022, at 12:00 p.m.**
- 4.2 Interpretations, corrections, and changes of the RFP documents shall be made only by written addendum.
- 4.3 Addenda will be e-mailed to all who are known by the issuing office to have received RFP documents.
- 4.4 Copies of addenda will be made available for inspection either at the CPS District Office or at the discretion of CPS where the RFP documents are on file.
- 4.5 No addenda will be issued later than the following date and time, except an addendum withdrawing the Request for Proposals or one which includes a postponement of the date for receipt of proposals: **October 3, 2022, at 12:00 p.m.**

5. PROPOSAL REQUIREMENTS

- 5.1 Proposers shall use the Proposal Sheet.
- 5.2 Proposals shall include, at a minimum, the following:
 - .1 Completed and signed Proposal Sheet (See Attachment No. 4).
 - .2 Identification of proposed Project Team personnel, with reporting relationships, relevant experience of each team member, and any other pertinent information.
 - .3 Identification of any proposed consultants and/or subcontractors that may be hired by the proposing firm for each Project on which the Proposer is submitting a proposal.
 - .4 Personnel hourly rate schedule for the proposing firm personnel and consultants.
 - .5 Answers and responses to Proposal Questionnaire (See Attachment No. 5).
 - .6 Proof of insurability for the proposing firm's services for the Project, which shall be not less than insurance coverage amounts listed in the form Project Architect Agreement.
- 5.3 A proposal submitted by a registered company or corporation shall identify the state of organization and shall be signed in the name of such corporation by a duly authorized official thereof.
- 5.4 A proposal submitted by a firm/organization other than a registered company or corporation shall include the name and address of each member.
- 5.5 Total page limit for submitted proposals is 40 pages (single sided if paper), including table

of contents and appendices, but excluding cover pages and blank separator tabs.

6. PROPOSAL PROCEDURE

- 6.1 CPS will host scheduled tours of the Project facilities on September 21, 2022, starting at 3:00 p.m. and on September 23, 2022, starting at 9:00 a.m. Proposers interested in touring Project facilities outside of the scheduled times must request a scheduled date and time no later than 4:00 p.m. September 30, 2022, by sending an email to Troy Loeffelholz at loeffelholzt@discoverers.org and carbon copy to daldridge@perrylawfirm.com. Proposers shall not tour any CPS facilities unannounced, at an unscheduled time, or without an CPS escort.
- 6.2 Proposals for the Project are due and must be received by CPS no later than the following date and time: **October 4, 2022, at 2:00 p.m.**
- 6.3 Proposals may be submitted in paper and/or electronic format.
 - .1 Proposals in paper form must be submitted at the CPS District Office located at 2508 27th Street, Columbus, Nebraska. Paper proposals should be placed in a sealed envelope and marked “Columbus Architect RFP” on the outside.
 - .2 Proposals in electronic form may be submitted on a USB drive at the CPS District Office located at 2508 27th St., Columbus, Nebraska. Electronic proposals should be in searchable PDF format or Microsoft Word format. CPS is not responsible for any unreadable or technical issues with USB drives or electronic files.
 - .3 Proposals in electronic form also may be submitted via email to Troy Loeffelholz at loeffelholzt@discoverers.org and carbon copy to daldridge@perrylawfirm.com. Electronic proposals should be in searchable PDF format or Microsoft Word format. CPS is not responsible for any lost or undelivered electronic submissions, or any unreadable or technical issues with electronic files.
- 6.4 Proposals received after the designated date and time for receiving proposals may be rejected.
- 6.5 If Proposers submit paper copies, six (6) paper copies must be provided along with one (1) electronic copy of the proposal in either searchable PDF format or Microsoft Word format on a USB flash drive or other reasonable digital media.
- 6.6 Prior to the date and time designated for receipt of proposals, submitted proposals may be modified or withdrawn. Modified or withdrawn proposals may be resubmitted up to the date and time designated for receipt of proposals.
- 6.7 After the date and time designated for receipt of proposals, submitted proposals may not be modified and may not be withdrawn without the written consent of CPS.
- 6.8 Proposals shall be public records, and shall not be considered proprietary or confidential.
- 6.9 CPS is not responsible for any late proposals or any proposals delivered by mail or other method of delivery.

7. SELECTION PROCEDURE

- 7.1 The RFP process is designed to be a qualifications-based process, where price is not required to be the sole determinative factor.
- 7.2 A contract will be awarded to the most responsible proposer whose proposal will be most advantageous to CPS and deemed to best serve CPS requirements.
- 7.3 CPS retains the flexibility to negotiate with a select firm to arrive at a mutually agreeable relationship.
- 7.4 CPS may assign the task of reviewing the proposals received to appropriate personnel.

- 7.5 CPS may request additional documentation from proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 7.6 CPS will review and evaluate the submitted proposals and may short-list candidates for further evaluation and interviews.
- 7.7 CPS expects to make a recommendation of the final candidates to the Board of Education on October 6, 2022.
- 7.8 **CPS will select a short list of proposers to interview at their regular scheduled board meeting to be held on October 10, 2022.** Interviews will begin at 5:00 p.m. at the District Administration building located at 2508 27th Street, Columbus, NE 68601.
- 7.9 CPS reserves the right (1) to terminate or postpone the RFP process at any time; (2) to accept or reject any or all proposals or parts of proposals; and (3) to waive irregularities and technicalities in proposals such as shall best serve the requirements and interests of CPS.
- 7.10 NO CONTRACTUAL RIGHTS SHALL BE CREATED BETWEEN THE SELECTED ARCHITECT(S) AND CPS UNTIL A WRITTEN CONTRACT HAS BEEN APPROVED BY THE CPS BOARD OF EDUCATION, AND EXECUTED BY ALL PARTIES THERETO.

8. RFP REPRESENTATIONS AND WARRANTIES

- 8.1 Participation in this RFP by interested persons or firms shall be at no cost or obligation to CPS.
- 8.2 By signing and submitting a proposal, the proposer represents that it has read and understands the proposal documents, that the proposal was created and submitted without collusion with other eligible proposers, and was made without effort to preclude CPS from obtaining the best proposals on this RFP.
- 8.3 By submitting a proposal, the proposer and its respective owners, officers, employees, and agents agree to waive any claims it or they have or may claim to have against CPS arising out of or in connection with the administration, evaluation, or recommendation of any proposal; a waiver of any requirements under this RFP; acceptance or rejection of any proposals; and award of any contracts.

9. MISCELLANEOUS

- 9.1 The Laws of the State of Nebraska shall govern this RFP and any submitted proposals.
- 9.2 CPS does not waive governmental immunity by this RFP and specifically retain immunity and all defenses available to it as a sovereign.
- 9.3 Proposers shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to the regulation of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title; to the end that, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CPS receives federal financial assistance from the Department; and hereby gives assurance that the proposer will immediately take any measure necessary to effectuate this representation. Proposers shall comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status, and shall take affirmative action to ensure that

applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

- 9.4 Proposers shall not assign any individual or agent to be present at any of the Project locations with a criminal record of a serious nature as defined by CPS policy, regulations, practices or directives.
- 9.5 Proposers shall use the federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all subcontractors of proposers.

Attachment No. 1

PRELIMINARY SCOPE OF PROJECT Columbus Public Schools Request for Proposals

1. **Project Scope:** The Project may consist of the following school facility improvements:
 - a. New K-5 elementary school. Site to be determined. Size to be determined.
 - b. Classroom (5th and 6th grade) addition to existing middle school building. Size to be determined.
 - c. Classroom addition to the existing high school building. Size to be determined.
 - d. Cafeteria addition to four (4) existing elementary schools. Schools to be determined. Size to be determined.
 - e. Classroom addition to on or more existing elementary schools. Schools to be determined. Size to be determined.
 - f. Alternative Education Facility.
 - g. Potential baseball, softball, tennis, pickleball, splash pad, and park in partnership with the city of Columbus.
2. **Project Schedule:** The School District would anticipate starting construction on all scopes in 2023.
3. **Project Budget:** The budget has not been determined or finalized. A preliminary budget for all costs associated with the Project may be in the range not to exceed \$35,000,000.00. This budget includes all construction costs and expenses and all architect/engineer design fees and expenses.

Attachment No. 2

PRELIMINARY RFP SCHEDULE Columbus Public Schools Request for Proposals

September 15, 2022	CPS releases RFP for Architects to provide design, development, and construction administration services for 2023 School Facilities Project
September 21, 2022	CPS staff host Project facilities tours (3:00 p.m.)
September 23, 2022	CPS staff host Project facilities tours (9:00 a.m.)
October 4, 2022	Proposals due
October 6, 2022	CPS staff and Board Facilities Committee recommends finalist Architect firms for interview
October 10, 2022	CPS Board of Education interviews Architect finalist firms.
October 17, 2022	CPS Board of Education reviews recommendations for Architect for the Project and authorizes and approves Architect contract

 **AIA[®] Document B101[™] – 2017**

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ____ day of _____ in the year 2022 ("Effective Date")
(In words, indicate day, month and year.)

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

Platte County School District 71-0001, a/k/a Columbus Public Schools
A political subdivision and Class IV public school district of the State of Nebraska
2508 27th Street
Columbus, NE 68601

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

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

Columbus Public Schools – 2023 School Facilities Improvement Project

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Attachment No. 3

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Owner's program for the Project is identified and described on the attached Scope of Project Sheet, Appendix A.

§ 1.1.2 The Project's physical characteristics:

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

The physical characteristics for the Project are identified and described on the attached Scope of Project Sheet, Appendix A.

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

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

The Owner's Construction Budget for the Project and Cost of Work for each scope is identified and described on the attached Scope of Project Sheet, Appendix A.

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

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- .1 Design phase milestone dates, if any:
See Scope of Project Sheet, Appendix A
- .2 Construction commencement date:
See Scope of Project Sheet, Appendix A
- .3 Substantial Completion date or dates:
See Scope of Project Sheet, Appendix A
- .4 Other milestone dates:
See Scope of Project Sheet, Appendix A

§ 1.1.5 The Owner intends the following construction procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk under Neb. Rev. Stat. §§13-2091 et seq

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

None

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Troy Loeffelholz, Superintendent of Schools
Columbus Public Schools
2508 27th Street, Columbus, NE 68601
402-536-7000

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

Not applicable

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

- .1 Geotechnical Engineer:
To be determined (if necessary)

- .2 Civil Engineer:
Not applicable (See Architect's Basic Services)

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.3 Site Survey:

To be determined (if necessary)

.4 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

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.4 Civil Engineer:

.5 FoodService:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

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

§ 1.1.13 Financing for the Project to be determined.

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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

- .1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.
- .2 The termination of this Agreement according to its terms.
- .3 Forty-eight (48) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

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

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

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate. Policy limits for Professional Liability in excess of the Architect's usual and customary limits may be required to be added by a Specific Job endorsement, the premium of which may be covered by the Owner as a reimbursable expense.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 Excess or Umbrella Liability with policy limits of not less than Ten Million Dollars (\$ 10,000,000).

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural services, usual and customary structural, mechanical, civil and electrical engineering services and other services described herein. Services not set forth in this Article 3, or not identified as Basic Services in Article 4, are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

§ 3.1.7 Basic Services

In addition to the usual and customary architecture and engineering services to be provided by the Architect under this Article 3, Basic Services under this Agreement also shall include the specific services identified in the non-exclusive list below.

- .1 Architectural design
- .2 Engineering design (including Structural, Mechanical, Electrical and Civil engineering)
- .3 Food service design
- .4 Telecommunications / data design
- .5 Facility security planning and design
- .6 Construction administration and on-site representation
- .7 Site analysis and planning
- .8 Value analysis (§ 6.5, § 6.6, and § 6.7)
- .9 Cost estimating
- .10 Conformed documents for construction
- .11 As-designed record drawings
- .12 As-constructed record drawings
- .13 Multiple bid packages

§ 3.1.8 The Architect shall arrange for and schedule a meeting with all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal and any deputy Fire Marshal with

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jurisdiction over the Project at the beginning of the Schematic Design, Design Development, and Construction Documents phases of the Architect's Basic Services for the Project to conduct a review of utility services (electric, sewer, water, internet, cable TV) and of all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for existing buildings (if applicable to the Project) pursuant to the SFM Codes Compliance Protocol . The Architect shall be responsible to design and prepare plans and specifications for regulations and mandates of such authorities/entities and shall prepare Opinions of Probable Cost of the Work to include such code compliance, design standards, and requirements for the Project.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner a written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the written Opinion of Probable Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, the Owner's written authorization to proceed, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

- .1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.
- .2 Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.
- .3 At the time of the delivery of the completed Construction Documents for the Project to the Owner, the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal, and any deputy Fire Marshal, with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the Project. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof,

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are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

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

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

§ 3.4.4 The Architect shall update the estimate for the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 assisting in preparing Bidding Documents for distribution to prospective bidders;
- .2 facilitating the distribution of Bidding Documents to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201, General Conditions of the Contract for Construction, as amended. If the Owner and Contractor modify AIA Document A201, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Except as provided in Section 3.6.6.5 through 3.6.6.8, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 3.6.2.6 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and initial decisions, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 3.6.2.7 Completion of Multiple Bid Package Work and Release of Subcontractor Retainage

On the basis of site visits, Certificates of Payment, consultation with the Contractor, and other documentation and methods, the Architect shall determine when the work by Subcontractors on each of the multiple bid packages is complete. Upon determining that Subcontractor work on a bid package is complete, the Architect shall provide a written certification to the Owner identifying the name of the Subcontractor and the bid package work, and that, in the Architect's opinion, retainage of the contract sum for the individual bid package may be released to the Subcontractor. The Architect shall not issue a certificate(s) of substantial completion for individual bid packages nor shall such written certification by the Architect be deemed to constitute a certificate of substantial completion. Warranty for all Work on the Project shall not commence until a Certificate of Substantial Completion has been issued by the Architect for the Work stated therein.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect, after advising the Owner in writing, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections for observable or reasonably discoverable defects and/or deficiencies in the Work;
- .2 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .3 in consultation and with approval of the Owner, issue Certificates of Substantial Completion;
- .4 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .5 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date or dates of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

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

§ 3.6.6.8 Upon the issuance of a Certificate of Substantial Completion, the Architect shall:

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless otherwise specified as an Architect-provided Basic Service, the Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility and only if the Owner notifies the Architect in writing of the need for Supplemental Service and the Owner authorizes the Architect to perform such Supplemental Services in writing. The Owner shall compensate the Architect for those Supplemental Services authorized by the Owner as provided in Section 11.2. Failure of the Architect to notify and obtain written authorization to perform Supplemental Services may result in a denial of compensation by the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (as Basic Service)
§ 4.1.1.2 Multiple preliminary designs	Not Provided - Projects #2 - #7
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect (as Basic Service)
§ 4.1.1.5 Site evaluation and planning	Architect (as Basic Service)

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Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (as Basic Service)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (as Basic Service)
§ 4.1.1.11 Value analysis required under Sections 6.5, 6.6 and 6.7	Architect (as Basic Service)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect (as Basic Service)
§ 4.1.1.13 On-site project representation	Architect (as Basic Service)
§ 4.1.1.14 Conformed documents for construction	Architect (as Basic Service)
§ 4.1.1.15 As-designed record drawings	Architect (as Basic Service)
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect (as Basic Service per § 3.6.6.8)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Architect's consultants	Architect (as Basic Service)
§ 4.1.1.21 Telecommunications/data design	Architect (as Basic Service)
§ 4.1.1.22 Security evaluation and planning	Architect (as Basic Service)
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect (as Basic Service)
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment layout	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations, provided that the Architect fully complied with the Architect's requirements under §§ 3.1.7 and 3.4.2.1 herein;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner after initial bidding;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 [omit];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor for each Project site
- .2 One (1) visits to each Project site by the Architect during construction

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- .3 Two (2) inspections for any portion of the Work at each Project site to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work at each Project site to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the last in time date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is later, may be compensated, in the sole discretion of the Owner, as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.7[omit]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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

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

§ 5.11 The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service and Construction Documents, provided however that the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. The Owner shall be entitled to rely on the Architect's Instruments of Service, Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

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

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

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Owner's Construction Budget shall include the Cost of the Work and construction contingency, but not an Owner's contingency.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinions of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work by the Architect, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing Opinions of Probable Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed cost estimating services, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's latest Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at the Owner's direction and in the Owner's sole discretion (i) redesign and make appropriate changes, modifications and revisions to the design and Construction Documents for the Project in order to reduce the Architect's Opinion of Probable Cost of the Work within the Owner's budget for the Cost of the Work, or (ii) make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid(s) or negotiated proposal:

- .1 the Owner may give written approval of an increase in the budget for the Cost of the Work;
- .2 the Owner may authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 the Owner may terminate this Agreement in accordance with Section 9.5;
- .4 in consultation with the Architect, the Owner may revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 in consultation with the Owner, the Architect shall redesign and make appropriate changes, modifications and revisions to the design and Construction Documents without change to the Project program, scope or quality; or,
- .6 the Owner may implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under either Section 6.6.4 or Section 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1, and assist with the negotiation of a lower contract price with the Contractor for the Project or the re-bidding of the Project as required by the Owner and/or by law.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.2 Only to the extent damages are covered by property insurance and payment is received from applicable insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages against the Owner for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement, except as specifically provided in Section 9.7. The Owner expressly reserves the right to claim consequential damages against the Architect, subject to the limitation on damages provided in § 12.14.

§ 8.1.4 Architect Indemnity

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

§ 8.1.4.2 **Indemnity / Professional Acts.** The Architect shall indemnify and hold harmless the Owner, and all of its board members, officers, administrators, agents, representatives, and employees, from and against from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, but only to the extent they are caused by the negligent acts, errors or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold harmless the Owner does not include a duty to defend. The Architect's duty to

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indemnify the Owner under this § 8.1.4.2 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

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

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction in Platte County, Nebraska
- Other: *(Specify)*

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

§ 8.3 [omit]

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's

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option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' advance written notice and opportunity for the other party to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

§ 10.7 With prior written authorization by the owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect of the specific information considered by the Owner to be confidential or proprietary.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, **the parties expressly understand, acknowledge and agree that because the Owner is a governmental entity subject to public records laws, any information provided by the Architect to the Owner may be subject to disclosure in accordance with applicable State and federal public records laws.**

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a public records request, subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The Owner hereby designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis

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(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

The Architect’s compensation for the Architect’s personnel and the Architect’s consultant time shall be on an hourly basis at the applicable hourly rates set forth on the Architect’s Hourly Rate Schedule, Appendix B, not to exceed a total dollar amount of _____ Dollars (\$_____).

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1, if approved by the Owner, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Architect’s Hourly Rate Schedule, Appendix B, for hours incurred by the Architect’s personnel assigned and working on the Project.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if approved by the Owner, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

The Architect’s Hourly Rate Schedule, Appendix B, for hours incurred by the Architect’s personnel assigned and working on the Project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect (Paragraphs deleted) with no markup.

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

Table with 5 columns: Phase, Quantity, Unit, Amount, Percentage. Rows include Schematic Design Phase (15%), Design Development Phase (20%), Construction Documents Phase (30%), Procurement Phases (5%), Construction Phase (30%), and Total Basic Compensation (100%).

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work. the Architect’s final compensation shall be adjusted based on the final, actual.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth (Paragraphs deleted) on the Architect’s Hourly Rate Schedule, Appendix B. Except as otherwise agreed to in writing by the Owner, the hourly for all personnel and consultants listed on the Architect’s Hourly Rate Schedule, Appendix B, shall remain fixed and shall not be adjusted during the entire term of this Agreement. Except as otherwise agreed to in writing by

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the Owner, the hourly rates of the Architect's consultants charged to the Owner shall be the same hourly rates the consultants charge the Architect, without any markup to the Owner.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project only if requested by and authorized in writing in advance by the Owner, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence (but not Architect time), only if requested by and authorized in writing in advance by the Owner;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents, not otherwise provided or directly paid for by the Owner;
- .5 Postage, handling, and delivery;
- .6 [omit]
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner for the Project;
- .8 [omit]
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 [omit]
- .11 [omit]
- .12 Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

Except as otherwise agreed to by the parties, the rates for all reimbursable expenses shall remain fixed and shall not be adjusted during the entire term of this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no markup.

§ 11.9

(Paragraphs deleted)

[omit]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

(Paragraphs deleted)

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

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§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation for the purpose of reimbursing the Owner for any damages or expenses caused by the Architect's negligence or inability to uphold the standard of care, or to offset sums requested by or paid to contractors for the cost of changes in the Work as a result of the Architect's negligence.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

§ 12.2 The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin. The Architect by execution of this agreement certifies that the Architect is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation.

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

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

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

§ 12.6 The Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the

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Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 12.7 Criminal History Record Checks

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

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

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

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

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

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

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§ 12.10 The Owner does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns.

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

[omit]

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Scope of Project Sheet(s), Appendix A
Architect's Hourly Rate Schedule, Appendix B

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

OWNER *(Signature)*

Doug Moleczyk, President Board of Education
(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Init.

/

Additions and Deletions Report for AIA[®] Document B101[™] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:23:43 CT on 09/13/2022.

PAGE 1

AGREEMENT made as of the ____ day of _____ in the year 2022 ("Effective Date")

...

Platte County School District 71-0001, a/k/a Columbus Public Schools
A political subdivision and Class IV public school district of the State of Nebraska
2508 27th Street
Columbus, NE 68601

...

Columbus Public Schools – 2023 School Facilities Improvement Project

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The Owner's program for the Project is identified and described on the attached Scope of Project Sheet, Appendix A.

...

The physical characteristics for the Project are identified and described on the attached Scope of Project Sheet, Appendix A.

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

...

The Owner's Construction Budget for the Project and Cost of Work for each scope is identified and described on the attached Scope of Project Sheet, Appendix A.

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See Scope of Project Sheet, Appendix A

...

See Scope of Project Sheet, Appendix A

...

See Scope of Project Sheet, Appendix A

...

See Scope of Project Sheet, Appendix A

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§ 1.1.5 The Owner intends the following construction procurement and delivery method for the Project:

...

Construction Manager at Risk under Neb. Rev. Stat. §§13-2091 et seq

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

...

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ – 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204 – 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 – 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Troy Loeffelholz, Superintendent of Schools
Columbus Public Schools
2508 27th Street, Columbus, NE 68601
402-536-7000

...

Not applicable

...

To be determined (if necessary)

...

Not applicable (See Architect’s Basic Services)

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.3 Site Survey:

To be determined (if necessary)

PAGE 5 .4 Other, if any:

.4 Civil Engineer:

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.5 FoodService:

...

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

...

§ 1.1.13 Financing for the Project to be determined.

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

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

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

- .1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.
- .2 The termination of this Agreement according to its terms.
- .3 Forty-eight (48) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

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

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

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

...

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate. Policy limits for Professional Liability in excess of the Architect's usual and customary limits may be required to be added by a Specific Job endorsement, the premium of which may be covered by the Owner as a reimbursable expense.

...

§ 2.5.9 Excess or Umbrella Liability with policy limits of not less than Ten Million Dollars (\$ 10,000,000).

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary ~~structural, mechanical, and electrical engineering services.~~ architectural services, usual and customary structural, mechanical, civil and electrical engineering services and other services described herein. Services not set forth in this ~~Article 3~~ Article 3, or not identified as Basic Services in Article 4, are Supplemental or Additional Services.

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

...

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

...

§ 3.1.7 Basic Services

In addition to the usual and customary architecture and engineering services to be provided by the Architect under this Article 3, Basic Services under this Agreement also shall include the specific services identified in the non-exclusive list below.

- .1 Architectural design
- .2 Engineering design (including Structural, Mechanical, Electrical and Civil engineering)

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- .3 Food service design
- .4 Telecommunications / data design
- .5 Facility security planning and design
- .6 Construction administration and on-site representation
- .7 Site analysis and planning
- .8 Value analysis (§ 6.5, § 6.6, and § 6.7)
- .9 Cost estimating
- .10 Conformed documents for construction
- .11 As-designed record drawings
- .12 As-constructed record drawings
- .13 Multiple bid packages

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

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

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

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the a written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3.2 The Architect shall update the estimate of the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the written Opinion of Probable Cost of the Work, and request the Owner's approval.

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, the Owner's written authorization to proceed, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

- .1** Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.
- .2** Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.
- .3** At the time of the delivery of the completed Construction Documents for the Project to the Owner, the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal, and any deputy Fire Marshal, with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the Project. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof, are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

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

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§ 3.4.4 The Architect shall update the estimate for the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the ~~estimate of the~~ Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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

...

- .1 assisting in preparing Bidding Documents for distribution to prospective bidders;
- .2 facilitating the distribution of Bidding Documents to prospective bidders;
- ~~.2~~ .3 organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~.4~~ .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall,~~ as an Additional Service, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

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

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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

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§ 3.6.1.3 ~~Subject to Section 4.2 and except~~ Except as provided in Section ~~3.6.6.5, 3.6.6.5 through 3.6.6.8,~~ the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ~~However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.2.7 Completion of Multiple Bid Package Work and Release of Subcontractor Retainage

On the basis of site visits, Certificates of Payment, consultation with the Contractor, and other documentation and methods, the Architect shall determine when the work by Subcontractors on each of the multiple bid packages is complete. Upon determining that Subcontractor work on a bid package is complete, the Architect shall provide a written certification to the Owner identifying the name of the Subcontractor and the bid package work, and that, in the Architect's opinion, retainage of the contract sum for the individual bid package may be released to the Subcontractor. The Architect shall not issue a certificate(s) of substantial completion for individual bid packages nor shall such written certification by the Architect be deemed to constitute a certificate of substantial completion. Warranty for all Work on the Project shall not commence until a Certificate of Substantial Completion has been issued by the Architect for the Work stated therein.

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§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work observations at the site and of the Work on the Project as provided in Section 3.6.2

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and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

...

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

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§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the ~~Contract Documents. Documents, unless such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.~~ The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. ~~The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.~~ Architect shall acknowledge the receipt of each Contractor-generated request for information within three (3) working days after receipt by the Architect. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each Contractor request for information (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but no longer than ten (10) working days after the request for information is received by the Architect. If the request for information processing will exceed the agreed upon review period, the Architect will notify the Contractor and Owner.

...

§ 3.6.5.1 ~~The Architect~~ Architect, after advising the Owner in writing, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to Section 4.2, the~~ The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

- .1 conduct inspections for observable or reasonably discoverable defects and/or deficiencies in the Work;
- .2 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- ~~.2~~ .3 in consultation and with approval of the Owner, issue Certificates of Substantial Completion;
- ~~.3~~ .4 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- ~~.4~~ .5 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date or dates of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

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

§ 3.6.6.8 Upon the issuance of a Certificate of Substantial Completion, the Architect shall:

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

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§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The ~~Unless otherwise specified as an Architect-provided Basic Service, the Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.~~ responsibility and only if the Owner notifies the Architect in writing of the need for Supplemental Service and the Owner authorizes the Architect to perform such Supplemental Services in writing. The Owner shall compensate the Architect for those Supplemental Services authorized by the Owner as provided in Section 11.2. Failure of the Architect to notify and obtain written authorization to perform Supplemental Services may result in a denial of compensation by the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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Supplemental Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Architect (as Basic Service)</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided - Projects #2 - #7</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect (as Basic Service)</u>

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Supplemental Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	<u>Architect (as Basic Service)</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect (as Basic Service)</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect (as Basic Service)</u>
§ 4.1.1.11 Value analysis required under Sections 6.5, 6.6 and 6.7	<u>Architect (as Basic Service)</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Architect (as Basic Service)</u>
§ 4.1.1.13 On-site project representation	<u>Architect (as Basic Service)</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect (as Basic Service)</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect (as Basic Service)</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Architect (as Basic Service per § 3.6.6.8)</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's Architect's consultants	<u>Architect (as Basic Service)</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect (as Basic Service)</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect (as Basic Service)</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Architect</u>
§ 4.1.1.26 Multiple bid packages	<u>Architect (as Basic Service)</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design/layout	<u>Architect</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; regulations, provided that the Architect fully complied with the Architect's requirements under §§ 3.1.7 and 3.4.2.1 herein;

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...

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner;~~Owner after initial bidding;

...

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~[omit];

...

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's ~~determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~determination, and the Owner shall have no further obligation to compensate the Architect for those services

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor for each Project site
- .2 One (1) visits to ~~the each~~ Project site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work at each Project site to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work at each Project site to determine final completion.

§ 4.2.4 Except for services required under Section 3-6.6.5 ~~and those services that do not exceed the limits set forth in Section 4.2.3, 3.6.6.5,~~ Construction Phase Services provided more than 60 days after (1) the last in time date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, ~~whichever is earlier, shall be compensated later, may be compensated, in the sole discretion of the Owner,~~ as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

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§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

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§ 5.7[omit]

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

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

§ 5.11 The Owner shall provide ~~prompt~~ timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in ~~the Architect's Instruments of Service, the Architect's Instruments of Service and Construction Documents,~~ provided however that the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. The Owner shall be entitled to rely on the Architect's Instruments of Service, Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

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

...

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Owner's Construction Budget shall include the Cost of the Work and construction contingency, but not an Owner's contingency.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary ~~estimate of the Opinion of Probable Cost of the Work and updated estimates of the Opinions of Probable Cost of the Work,~~ prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any ~~estimate of the Cost of the Work, Opinion of Probable Cost of the Work by the Architect,~~ or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing ~~estimates of the Opinions of Probable Cost of Work,~~ the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's ~~estimate of~~

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~~the Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, cost estimating services, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

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~~§ 6.5 If at any time the Architect's estimate of the latest Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at the Owner's direction and in the Owner's sole discretion (i) redesign and make appropriate changes, modifications and revisions to the design and Construction Documents for the Project in order to reduce the Architect's Opinion of Probable Cost of the Work within the Owner's budget for the Cost of the Work, or (ii) make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid-bid(s) or negotiated proposal, proposal:~~

- ~~1 the Owner shall~~
 - ~~1 may give written approval of an increase in the budget for the Cost of the Work;~~
 - ~~2 the Owner may authorize rebidding or renegotiating of the Project within a reasonable time;~~
 - ~~3 the Owner may terminate this Agreement in accordance with Section 9.5;~~
 - ~~4 in consultation with the Architect, the Owner may revise the Project program, scope, or quality as required to reduce the Cost of the Work;~~
 - ~~5 in consultation with the Owner, the Architect shall redesign and make appropriate changes, modifications and revisions to the design and Construction Documents without change to the Project program, scope or quality; or,~~
 - ~~5 .6 the Owner may implement any other mutually acceptable alternative.~~

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect either Section 6.6.4 or Section 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.6.6.1, and assist with the negotiation of a lower contract price with the Contractor for the Project or the re-bidding of the Project as required by the Owner and/or by law.~~

...

~~§ 7.3 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. Service. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

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

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

§ 8.1.2 ~~To~~ Only to the extent damages are covered by property insurance and payment is received from applicable insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, A201, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 ~~The Architect and Owner waive~~ waives consequential damages against the Owner for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's~~ Owner's termination of this Agreement, except as specifically provided in Section 9.7. The Owner expressly reserves the right to claim consequential damages against the Architect, subject to the limitation on damages provided in § 12.14.

§ 8.1.4 Architect Indemnity

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

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

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

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

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

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[X] Litigation in a court of competent jurisdiction in Platte County, Nebraska

...

~~§ 8.3 Arbitration~~~~[omit]~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

...

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for~~

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delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all ~~sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.~~ undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project, Project for more than ninety (90) consecutive days,~~ the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven days' written notice~~ twenty-one (21) days' advance written notice and opportunity for the other party to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules.~~ If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.State of Nebraska. Mandatory and exclusive jurisdiction and venue for any disputes shall be in state or federal courts in Platte County, Nebraska.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, A201, General Conditions of the Contract for Construction.Construction, as amended. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

...

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

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

§ 10.7 ~~The Architect shall have the right to~~ With prior written authorization by the owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect ~~in writing~~ of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the parties expressly understand, acknowledge and agree that because the Owner is a governmental entity subject to public records laws, any information provided by the Architect to the Owner may be subject to disclosure in accordance with applicable State and federal public records laws.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after ~~7~~seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a public records request, subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The Owner hereby designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

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The Architect's compensation for the Architect's personnel and the Architect's consultant time shall be on an hourly basis at the applicable hourly rates set forth on the Architect's Hourly Rate Schedule, Appendix B, not to exceed a total dollar amount of _____ Dollars (\$ _____).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 ~~and for any Sustainability Services required pursuant to Section 4.1.3, 4.1.1, if approved by the Owner,~~ the Owner shall compensate the Architect as follows:

...

The Architect's Hourly Rate Schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project.

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

...

The Architect's Hourly Rate Schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus~~ percent (~~—~~%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

with no markup.

...

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>)	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>)	%)
Construction Documents Phase	<u>Thirty</u>	percent (<u>30</u>)	%)
Procurement Phase Phases	<u>Five</u>	percent (<u>5</u>)	%)
Construction Phase	<u>Thirty</u>	percent (<u>30</u>)	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. the Architect's final compensation shall be adjusted based on the final, actual.

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

on the Architect's Hourly Rate Schedule, Appendix B. Except as otherwise agreed to in writing by the Owner, the hourly for all personnel and consultants listed on the Architect's Hourly Rate Schedule, Appendix B, shall remain fixed and shall not be adjusted during the entire term of this Agreement. Except as otherwise agreed to in writing by the Owner, the hourly rates of the Architect's consultants charged to the Owner shall be the same hourly rates the consultants charge the Architect, without any markup to the Owner.

Employee or Category

Rate (\$0.00)

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§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the ~~Project~~, Project only if requested by and authorized in writing in advance by the Owner, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~ and subsistence (but not Architect time), only if requested by and authorized in writing in advance by the Owner;

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- ...
- 4 Printing, reproductions, plots, and standard form documents; documents, not otherwise provided or directly paid for by the Owner;
- ...
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; [omit]
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner ~~or required for the Project;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; [omit]~~
- ...
- .10 Site office expenses; [omit]
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12 Other similar Project-related expenditures; [omit]~~
- .12 Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

Except as otherwise agreed to by the parties, the rates for all reimbursable expenses shall remain fixed and shall not be adjusted during the entire term of this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus~~ percent (—%) of the expenses incurred ~~with no markup.~~

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

[omit]

...

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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

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

—%—performed in the preceding month. Payments of undisputed invoice amounts are due and payable by the Owner within forty-five (45) calendar days after receipt by the Owner of the Architect's invoice. If the Owner disputes all or any portion of an invoice of the Architect, the Owner shall give written notice to the Architect within forty-five (45) calendar days of the Owner's receipt of the invoice, stating the amounts and reasons for the dispute. Undisputed

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amounts unpaid forty-five (45) calendar days after the Owner receives the invoice shall bear interest at the rate of six percent (6%) per annum. Disputed invoice amounts shall not bear any interest.

§ 11.10.2.2 The Owner shall not may withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, for the purpose of reimbursing the Owner for any damages or expenses caused by the Architect's negligence or inability to uphold the standard of care, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Work as a result of the Architect's negligence.

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

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

§ 12.2 The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contact, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin. The Architect by execution of this agreement certifies that the Architect is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation.

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

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

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

§ 12.6 The Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the

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Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 12.7 Criminal History Record Checks

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

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

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

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

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

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

§ 12.10 The Owner does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns.

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

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

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

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

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

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.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

[omit]

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Scope of Project Sheet(s), Appendix A
Architect's Hourly Rate Schedule, Appendix B

...

Doug Molczyk, President Board of Education

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:23:43 CT on 09/13/2022 under Order No. 2114284862 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Attachment No. 4

PROPOSAL SHEET
Columbus Public Schools
Request for Proposals

INSTRUCTIONS: The proposal sheet has three (3) Articles. Article I is proposer contact information; Article II is the proposal information; and Article III is the verifications, consents and agreements. All Articles must be completed and properly signed or notarized for the Project submittal.

ARTICLE I

Name of Proposer:
State of Organization:
Physical Address:
Mailing Address:
Telephone No.:
Contact Name:
Contact email:

ARTICLE II

Proposed Fee

Selected preferred compensation method and provide proposed fee structure. Note - CPS has interest in an hourly, not-to-exceed.

Hourly Rate Not-to-Exceed Amount \$
Stipulated Sum Amount \$
Percentage Basis Percentage % of

Proposal contains the following attachments?

Attached list of Project Team and Organizational Chart: YES NO
Attached list of consultants and/or subcontractors, if any YES NO
Attached personnel hourly rate Schedule: YES NO
Attached separate hourly rate schedules for consultants (if any) YES NO
Attached reimbursable expense schedule: YES NO
Attached answer and responses to Proposal Questionnaire YES NO
Attached letter of insurance company regarding insurance ability: YES NO

Attachment No. 4

Receipt of Addenda (if any)

The undersigned hereby acknowledges receipt of the addenda to the RFP for design professional services, if any, checked (√) in the chart below:

Addenda Number	Addenda Date	Received (√)
Addenda No. 1		
Addenda No. 2		

Dated this ___ day of October, 2022.

Authorized Representative

Attachment No. 5

**PROPOSAL QUESTIONNAIRE
Columbus Public Schools
Request for Proposals**

INSTRUCTIONS FOR COMPLETION:

- A. Proposal content.** Answers will be considered under the selection procedure as defined in the RFP documents.
- B. Proposal form.** Proposal pages should be number each side of each page consecutively, including brochures, resumes, supplemental information, etc.
- C. Only individual firms or formal joint ventures may apply.** Two firms may not apply jointly unless they have formed a joint venture. (See Question 6.A.)
- D. When up to five related projects are requested (Question 3), do not list more than five.** When up to three project examples are requested, do not list more than three.

Attachment No. 5

QUESTIONNAIRE

1. CHARACTER, INTEGRITY, HISTORY, REPUTATION, JUDGMENT, EFFICIENCY AND FINANCIAL STABILITY OF THE FIRM(S): (Provide details if necessary on separate sheets).

- A. For how many years has your firm been providing architectural/engineering professional services?
- B. Has the Architect or any proposed member of the professional team, failed to complete work for which a contract was issued? If yes, explain in detail.
- C. Are there any civil or criminal actions pending against the firm or firms, proposed consultants, and any proposed member of the professional team? If yes, explain in detail.

2. EXPERIENCE/REFERENCES: (Provide this information on separate sheets).

- A. Provide a brief history of the firm.
- B. List a minimum of three (3) and a maximum of five (5) projects for which your firm has provided/is providing professional architectural/engineering services which are most similar to the Project you have identified as your first-preference Project. Emphasis should be placed on non-CPS projects. CPS already is familiar with your firm's work on prior CPS projects.

For those similar projects identified you may at your option include:

- 1. Floor plans of similar type projects the firm has designed, along with renderings and/or photographs of completed schools or similar buildings.
 - 2. Any other information that would aid in the evaluation of the designs such as costs, durability, energy efficiency, educational benefits, etc.
 - 3. A description of how many members of your proposed team worked on the listed project; and how recently the project was completed.
 - 4. A list of the projects in priority order with the most similar project listed first.
- C. For each of the listed projects above, provide the following information: Total construction cost; current phase of development; estimated (or actual) completion date; type of architectural/engineering services provided (if the applicant provided architectural/engineering services, and/or construction management services, so indicate); Owner's contact person and telephone number; and the name and telephone number of the project executive / lead design professional.

Attachment No. 5

3. ABILITY TO MEET ESTABLISHED DESIGN AND CONSTRUCTION SCHEDULES AND BUDGETS:

- A.** Describe the manner in which your firm develops and maintains design and construction project schedules and budgets and construction schedules for projects similar to the Project(s) upon which you are submitting a proposal. How are your schedules developed and how often are they updated? How are your budget and cost estimating developed, validated and updated? How do you track costs? How do you address cost overruns? Provide examples of how these techniques were used; include specific examples of cost and scheduling challenges, and how your firm helped solve them. Submit an example of a project schedule.
- B.** Describe scheduling challenges presented by the Project you have identified as your first-preference Project, and how it can be realistically accomplished or managed.
- C.** List all projects presently on-going or under contract for which your firm is acting as architect or engineer, the identity of any proposed team members involved in such projects, and provide a description of the project, the budget for the project, resources (including project architects, project managers and site superintendents) dedicated to the project and the relation of such resources to the total resources of your firm, and the projected date of completion for the project.

4. PROJECT MANAGEMENT:

- A.** For three (3) of the projects listed in response to Question No. 2, describe conflicts or potential conflicts with the Owner or with the contractor or construction manager, and describe the methods used to prevent and/or resolve those conflicts.
- B.** For three (3) of the projects listed in response to Question No. 2, describe the types of records, reports, monitoring systems, and information management systems that your firm used in the management of those projects in conjunction with the contractor or construction manager. Provide examples of each report used.
- C.** For three (3) of the projects listed in response to Question No. 2, describe your cost control methods for the pre-construction and construction phases. Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality. Include a sample of a cost estimate.
- D.** For three (3) of the projects listed in response to Question No. 2, describe the way your firm maintained quality control during the preconstruction and construction phases; and, if your firm has worked with a contractor or construction manager, how your firm worked with the contractor or construction manager to maintain quality control throughout the project. Provide specific examples of how these techniques were used.

Attachment No. 5

5. PROJECT TEAM PERSONNEL:

- A. Is the applicant a joint venture, partnership or other form of combination of firms? If yes, describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm. Also, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture or other consulting firms. Attach a copy of your joint venture or other consulting firm agreement (or letter of intent). In addition, you must designate one of the underlying firms as the primary contracting party. The primary contracting party will have ultimate liability for the Project and direct responsibility to the School District on all Work on the Project(s).
- B. List total number of firm's personnel by skill group (e.g., architects, engineers cost control, scheduling, superintendents, etc.), and confirm that each have appropriate licensure. You must breakdown personnel by office and address.
- C. The firms must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The firm must also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the firm cannot certify these two statements, the firm shall submit a written explanation of the circumstances for review by the School District. Firms are to submit these certifications with their RFP.
- D. Name all key personnel that will be part of the Project Team for the Project you have identified as your first-preference Project, and provide their cities of residence. Please list Lead personnel and alternates for design and construction administration services whether from inside the firm or outside personnel. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the Project for its duration unless excused by the School District. This requirement is nonnegotiable).
- E. Describe the Principal's personal qualifications/experience with regard to scheduling, contracting, negotiating, budgeting, coordinating, dispute resolution and associated project administration in general and specifically for each Project upon which a submittal is made.
- F. For each project listed in response to Question No. 2, list the members of the proposed team for this Project who worked on each listed project and describe their roles in those projects.
- G. If the team as a whole provided professional design services for any of the projects listed in response to Question No. 2, so indicate.

Attachment No. 5

- H.** Name any consultants which are included as part of the proposed Project Team for the Project you have identified as your first-preference Project. Describe each consultant's proposed role in the Project and its related experience. List projects on which your firm has worked with the consultant in the past.
- I.** If you are proposing on more than one Project, indicate if you are proposing a different Project Team and/or consultants for your second preference Project.

6. REFERENCES:

- A.** Identify no fewer than three (3) references that can be contacted about past projects, including the contact name and telephone numbers.

Regular Meeting
Monday, August 15, 2022, 5:30 PM Central

ESU7/CPS Student Services Building
2563 44th Avenue
Columbus, NE 68601

Candace Becher: Present
Mark Brown: Present
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Present
Douglas Willoughby: Present
Present: 6.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Opportunity for Public to be Heard

I.F. Mission Statement

Doug Molczyk read the Mission Statement.

I.G. Board Special Functions

I.H. Items to be removed from the Consent Agenda

I.I. Consent Agenda

Motion to approve the Consent Agenda Passed with a motion by Candace Becher and a second by Michael Jeffryes.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

I.I.1. Approval of Minutes

I.I.2. Financial Reports M2, M3, M4a

Chip Kay, Director of Finance and Human Relations, gave a brief explanation of the financial reports. He said they made a change to the M2 format to make it easier to read. He also shared a couple of outgoing payments from M4a for iPads and a payment CCS Presentation Systems for elementary gym projectors. There is also a payment to Symmetry Energy Solutions, LLC is our new provider for natural gas.

I.I.3. Financial Report M5

Mr. Kay said the financial report M5 is showing expenditures for the last part of the month. There will not be any checks written the next two weeks, final payments will go out from the old budget. Close out 2021-22 budget.

I.I.4. Certified Personnel

I.I.5. Classified Personnel

Mr. Kay said that HR has started advertising differently, now people can apply once for open positions in any building.

I.I.6. Professional Travel

Dr. Troy Loeffelholz, Superintendent said the travel report lists Administrator Days in Kearney, an NCA Clinic in Lincoln and NSPRA Conference in Chicago.

I.J. Acceptance of Gifts/Donations

The Superintendent recommends that the Board accept the attached gifts/donations. Passed with a motion by Theresa Seipel and a second by Mark Brown.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Dr. Loeffelholz commented on the Foundation Report \$33,921.55 for the month; \$211,413,30 for the year to date. He noted there were some contributions to STEM on the Go activities, and the payout on scholarships.

I.K. Business Operations and Human Relations

I.K.1. Policies

I.K.1.1. Second and Final Reading of Policy 406.09 Evaluation of Teachers

The Superintendent recommends that the Board approves the Second and Final Reading of Policy 406.09 Evaluation of Teachers, as submitted. Passed with a motion by Douglas Willoughby and a second by Candace Becher.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Mr. Kay said nothing had changed since the first reading of this policy.

I.K.1.2. Second and Final Reading of Policy 409.01 Professional Growth and Training

The Superintendent recommends that the Board approves the Second and Final Reading of Policy 409.01 Professional Growth and Training, as submitted. Passed with a motion by Doug Molczyk and a second by Mark Brown.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Teachers were introduced to the information in this policy on August 10, 2022, Mr. Kay said. Nothing has changed since the first reading of this policy.

I.K.2. Administrative Functions

I.K.2.1. Amended Meal Prices

The Superintendent recommends that the Board approve the Amended Meal Prices for 2022-23, as submitted. Passed with a motion by Douglas Willoughby and a second by Doug Molczyk.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Mr. Kay said a cap has been placed on the adult breakfast price at \$2.60, it was incorrect. He is presenting this change and amended the previously approved prices.

I.K.2.2. Fundraising Applications

The Superintendent recommends that the Board approve the Fundraising Applications, as submitted. Passed with a motion by Mark Brown and a second by Doug Molczyk.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

All applications are from CMS for clothing sales and concessions.

I.K.2.3. Surplus

The Superintendent recommends that the Board declare listed items as surplus property. Passed with a motion by Doug Molczyk and a second by Candace Becher.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Surplus request for some shelving that is not usable.

I.K.3. Updates

Mr. Kay gave an update on the proposed 22-23 budget. The draft shows several years for comparison including the COVID years. He said he does not have property valuation information yet, it should be coming soon.

I.L. Buildings & Sites/Technology

I.L.1. Administrative Functions

I.L.1.1. HVAC Service Agreement from Rutt's Heating and Air

The Superintendent recommends that the Board approve the HVAC Service Agreement from Rutt's Heating and Air, as submitted. Passed with a motion by Michael Jeffryes and a second by Mark Brown.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Leonard Kwapnioski, Director of Buildings/Sites and Technology shared the HVAC contract from Rutt's. He said the CPS service agreement is locked in for a 3 year with a 3% increase shown for each year.

I.L.1.2. Safety and Security Committee Members

The Superintendent recommends that the Board approve the Safety and Security Committee Members, as submitted. Passed with a motion by Candace Becher and a second by Douglas Willoughby.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Mr. Kwapnioski said he has changed the committee to include principals and one staff member from buildings that do not have a principal. The committee had started to get too large. The Safety and Security Committee will meet at least once a quarter. He asked to add the two board members that have been assigned to this committee. He would like to have these meetings via ZOOM for easier participation.

I.L.2. Updates

Mr. Kwapnioski said Discoverer Drive had been opened and 38th Avenue will open on the 22nd.

I.M. Curriculum and Instruction

I.M.1. Administrative Functions

I.M.2. Updates

No Updates.

I.N. Student Services

I.N.1. Administrative Functions

I.N.2. Updates

No Updates.

I.O. Superintendent's Report

Dr. Loeffelholz talked about the September 12th Board Retreat. He shared a packet that contained the PowerPoint from the August Board Retreat. He said plans need to be created for community engagement meetings, who will be invited along with protocols and steps the board wants to make.

Dr. Loeffelholz asked the board to use the Notice and Wonder process as they look through the data. This has worked well in the past. The meeting will be at the Administration Building after the Kramer tour.

The Superintendent Advisory Committee is going to be re-established, this will include teachers from each building. Dr. Loeffelholz asked if any of the board members would like to join this committee. Ms. Becher and Mr. Brown volunteered.

I.O.1. Budget Discussion

Mr. Kay has had Jay Spearman run numbers for potential bond, he will share the information on the 12th. Dr. Loeffelholz said he wants to look at accurate data.

I.O.2. Facilities Conversation--Architectural RFP

Dr. Loeffelholz said this report was a lot more detailed than the last company that was used several years ago. He said he would schedule to have the representative join the meeting after the board has gone through and developed questions.

I.P. Board Sharing

Board Members all shared excitement about this time of the year and school starting. They also said they are very impressed with the work that has been accomplished over the summer to make it the very best they can. Board members said you can feel the electricity and excitement of the new school year.

II. Executive Session

The Board did not go into Executive Session.

III. Adjourn

Motion to adjourn Passed with a motion by Doug Molczyk and a second by Mark Brown.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel:

Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Adjourned at 6:30.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, August 15, 2022.

President

Secretary

Board Retreat
Monday, August 8, 2022, 6:00 PM Central

Dusters Restaurant, 2804 13th Street, Columbus,
NE 68601
2508 27th St.
Columbus, NE 68601

Candace Becher: Present
Mark Brown: Present
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Present
Douglas Willoughby: Present
Present: 6.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Mission Statement

Doug Willoughby read the Mission Statement.

I.F. Opportunity for Public to be Heard

I.G. Board Special Functions

I.G.1. RSP & Associates presentation regarding enrollment projections.

I.G.2. Adoption of 2022-2023 Return to School CPS Illness Plan

The Superintendent recommends that the Board adopt the 2022-2023 CPS Illness Plan. Failed with a motion by Douglas Willoughby and a second by Doug Molczyk.

Candace Becher: Nay, Michael Jeffryes: Nay, Doug Molczyk: Nay, Theresa Seipel: Nay, Mark Brown: Yea, Douglas Willoughby: Yea

Yea: 2, Nay: 4

Mark Brown: Yea, Douglas Willoughby: Yea

Motion made to approve the illness plan to 8% and move COVID Protocols to a separate section of the document. Passed with a motion by Michael Jeffryes and a second by Doug Molczyk.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Dr. Loeffelholz shared the 2022-23 Illness Plan. The plan includes teachers and students with any illnesses. The plan does include information on triggers for wearing masks. The board discussed

what percentage of illness was right for CPS to implement these protocols. Teachers will use their regular sick time and personal leave days, and if that is exhausted can request help from the Emergency Leave Bank. In the event that there are some dramatic changes in illnesses and time off needed, Dr. Loeffelholz said the illness plan can be revisited to make changes as necessary.

I.G.3. New Changes, Upcoming Work and Department Goals

Teresa Hausmann, Directory of Curriculum, and Instruction, talked about the data gathered from the teacher surveys and the exit surveys completed by staff that left.

One of the common concerns is the lack of autonomy for teachers, this was a point that was more heavily reviewed and made some changes. Mrs. Hausmann shared the changes in the elementary schedule and proposed minimum daily minutes for each course and gave teachers available flex time for their classes. Feedback has been very positive. She also said testing data will have a very rapid turnaround time so that teachers know where changes need to be made for the best learning experience. Discussion regarding combining writing with other courses, Mrs. Hausmann said she encourages combining writing with social studies or science, to give students something to write about.

July new teacher trainings were discussed, it was a positive experience for new teachers. They were able to do their HR onboarding, receive key cards and keys. New teachers were able to visit their building and classrooms. Teachers received Well-Managed Classroom Training, had an introduction to Synergy and the teacher evaluation model, along with some technology training/online resources. CEA had an opportunity to welcome the new staff as well as the social events that were well attended. Mrs. Hausmann also talked about the Mentoring Program for the new teachers and a new look at the Teacher Workday/PD Calendar. She shared the EL Department Goals.

I.G.4. MTSS Behavioral Model and Department Goals

Jason Harris, Director of Student Services and Special Education talked about the MTSS Behavior Model, Multi-Tiered Systems of Supports. There has been a committee working on behaviors and how to respond. CPS has an umbrella of MTSS, Well-Managed Classroom is the foundation, BIST is for Tier 2 and 3. The plan that is being implemented is to use networking and use the people in your building to support behaviors, tapping into everyone's strengths. A flow-chart has been created to show the system for all staff to handle behaviors for Tier 1. Mr. Harris said it will be cleaned up and shared with everyone, to show options. He also said it is very important for all to be on the same page and very consistent through all grade levels. This will provide equity. The visual shows 80% of students are under Tier 1, 15% under Tier 2 and 5% under Tier 3 which requires intensive intervention.

The idea is to focus on Tier 1 this creates a calm and safe environment for school safety. Staff will pick Well Managed classroom skills to focus on this year. Sandy Seckel has trained all new staff and offers resources. Dr. Loeffelholz added that behaviors weren't taught after COVID, everyone was so glad to have students back. The instruction matters, the effectiveness matters and building relationships with students is a big part of Tier 1. He has requested that the first two days of school just teach appropriate behaviors and teach the consequences. Effectiveness with elementary through high school will require consistency. When teachers are struggling, the team from each

building will be brought together to make a plan, decide on consequences and celebrate positive behavior.

Mr. Harris shared the proficiency standards and learning goals that the elementary teachers by grade level have identified. These are consistent data points throughout the district. Eric Edzards has been working to get all this information set up in Synergy for grading. The grade book will have all the state standards and data points, teachers can use autonomy based on state standards and add their own assignments. The report cards templates have been sent to Synergy to be built into the system. All grading will be pulled automatically to create a student's report card. Work habit scores are done by hand, there is a score for academic work habit and non-academic work habit.

Student Services Department goals include strengthening the MTSS, preschool programming for 22-23. Mr. Harris said the Head Start Program is interested in having that program at Kramer, that will be a consideration. He is also hoping to spend more time in school buildings.

I.G.5. Kramer Education Center and CASSETTE House

Leonard Kwapnioski, Director of Buildings/Sites and Technology talked about the Kramer Education Center and the challenges of waiting on materials. At this time, some work has had to be put on hold because the glass has been delayed for 3-4 weeks. They can't secure the building without the glass so they cannot remove the fence. Mr. Kwapnioski also shared that the HVAC units for the elementary schools have gone up exponentially and are backordered. In addition to some of the tile and carpet colors being discontinued. He said they keep pushing forward.

Mr. Kwapnioski shared a brief update on the CASSETTE House, he said the floor plan is finished. It shows a large garage area to store the car and will be a great space for the annual garage sale. It will have prefab walls, they are working out details for the storm shelters.

I.G.6. Bid Package 3A Approval

The Superintendent recommends that the Board approve Package 3a, as submitted. Passed with a motion by Mark Brown and a second by Michael Jeffryes.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Dr. Loeffelholz shared the 3A Bid Package, the approval will align with the lease purchase agreement.

I.G.7. Website and Marketing Goals for the Upcoming Year Foundation Update

Nicole Anderson, Marketing and Foundation Director, talked about what has been happening in the department. We are always sending out information to the CPS community, Isaiah May has been working on the new website, it has gone live, monitoring social media, facilitating and running live feed of activities and events. There is also a lot of work being done in producing projects such as "Meet the Team", HR and CTE videos. Mrs. Anderson and Jen Augustin are busy with "Shopping for Charities", the "Give Big" and the 13 umbrella organizations that fall under the

CPS Foundation.

They produce four alumni newsletter per year, maintain the alumni membership, and facilitate reunion tours. Mrs. Anderson shared that the CPS Foundation moved their financial platform from iVisions to Quickbooks, successfully got the Academic Hall of Fame Project started to soon be completed. The Foundation applied and was awarded the Casey's Grant and the Platte County Visitors Bureau Grant. Goals for the next year include opening Kramer, continuing to grow alumni engagement, and to develop staff giving. Mrs. Anderson said they are beginning to interview for the Kramer coordinator position this week.

I.G.8. Budget-Bond Issue Discussion
Tabled until September.

I.G.9. Facilities Conversation--Architectural RFP
Tabled until September

I.G.10. Superintendent Goals
Tabled until September.

I.G.10.1. NASB Area Meetings

II. Executive Session

The Board did not go into Executive Session.

III. Adjourn

Motion to adjourn Passed with a motion by Theresa Seipel and a second by Candace Becher.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel:

Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Adjourned at 9:30pm.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, August 8, 2022.

President

Secretary

Columbus Public Schools
 Summary of Cash Balances
 August 31, 2022

	DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
General Fund	Attachment M4a			\$ 3,454,592.24		
	Attachment M5 (prior Bd Mtg)			\$ 258,010.58		
	GEN FUND - GREAT PLAINS STATE BANK	\$ 6,236,119.86	\$ 714,309.39	\$ 3,712,602.82	\$ 3,237,826.43	\$ 5,237,592.51
	GEN FUND- GP SAVINGS	\$ 3,001,479.70	\$ 2,550.19		\$ 3,004,029.89	
	Dividends		\$ 1,140.87			
	Management Fees			\$ 224.58		
	Investment Gain			\$ 5,411.03		
	GENERAL FUND - FNB TRUST	\$ 929,918.69	\$ 1,140.87	\$ 5,635.61	\$ 925,423.95	\$ 956,167.08
	General Fund -Cash Balance				\$ 7,167,280.27	
Depreciation-GF	Dividends		\$ 2,654.73		\$ 2,654.73	
	Management Fees			\$ 544.93	\$ -	
	Investment Gain		\$ 112,474.00	\$ 14,821.88	\$ 97,652.12	
	DEPRECIATION - FNB	\$ 2,256,380.89	\$ 115,128.73	\$ 15,366.81	\$ 2,356,142.81	\$ 2,273,957.61
Temporary Funds -GF	PAYROLL - PINNACLE BANK	\$ 216,136.47	\$ 3,161,989.66	\$ 3,235,140.42	\$ 142,985.71	\$ 136,024.31
	PAYFLEX - PINNACLE BANK	\$ 55,942.77	\$ 10,788.72	\$ 18,332.90	\$ 48,398.59	\$ 41,664.43
Activities	Administration	\$ 898,918.03	\$ 8,327.11	\$ 10,195.69	\$ 897,049.45	\$ 834,601.46
	Middle School	\$ 124,316.44	\$ 43,794.15	\$ 5,790.34	\$ 162,320.25	\$ 122,458.13
	High School	\$ 519,602.80	\$ 56,509.97	\$ 20,990.07	\$ 555,122.70	\$ 495,306.34
	ACTIVITY FUNDS - COLUMBUS BANK	\$ 1,542,837.27	\$ 108,631.23	\$ 36,976.10	\$ 1,614,492.40	\$ 1,452,365.93
Nutrition Fund	Credit card fees received		\$ 150.00			
	Interest Income		\$ 751.91			
	State Reimbursement		\$ 24,254.25			
	Rct to Expenditures		\$ 180.00			
	Student/Staff Meals		\$ 94,504.47			
	NUTRITION FUND - CORNERSTONE BANK	\$ 751,513.65	\$ 119,840.63	\$ 43,390.20	\$ 827,964.08	\$ 442,038.64
Bond Fund	B.O.K. Financial		\$ -	\$ -		
	Platte County Treasurer		\$ 59,760.42			
	Butler County Treasurer		\$ 42.79			
	Polk County Treasurer					
	Dividends		\$ 3,119.04			
	Management Fees			\$ 588.75		
	Investment Gain			\$ 1,250.18		
BOND FUND - FNB	\$ 2,437,792.29	\$ 62,922.25	\$ 1,838.93	\$ 2,498,875.61	\$ 2,197,844.79	
Special Building Fund	Dividends		\$ 299.32			
	Management Fees			\$ 96.36		
	Investment Loss			\$ 1,468.74		
	SPECIAL BLDG FUND - FNB TRUST	\$ 398,983.90	\$ 299.32	\$ 1,565.10	\$ 397,718.12	\$ 407,664.01
	AEL			\$ 17,892.00		
	BCDM Architects			\$ 14,427.30		
	Bierman Contracting			\$ 84,094.00		
	Commonwealth Electric Company			\$ 9,832.50		
	Dave Waggoner Plumbing & Heating Inc			\$ 5,400.00		
	Guardian Spray Foam			\$ 33,000.00		
	Midlands Mechanical Inc			\$ 14,932.83		
	Midwest Door and Hardware			\$ 23,000.00		
	Mueller & Schoepf Drywall Inc			\$ 167,634.00		
	Rutt's Heating & Air Conditioning, Inc.			\$ 34,535.70		
	Stonebrook Exterior			\$ 44,124.30		
	SPECIAL BLDG FUND - BANK OF THE VALLEY	\$ 1,043,003.64	\$ 19,506.61	\$ 448,872.63	\$ 613,637.62	\$ 5,328,168.40
		Special Building Fund - Cash Balance				\$ 1,011,355.74

Columbus Public Schools
Summary of Cash Balances
August 31, 2022

Account Number	Description	Budget	Month To Date	Year To Date	Balance	Percent
01.1.01100.000.000	Property Taxes	(\$22,715,280.00)	(\$322,515.26)	(\$21,651,514.25)	(\$1,063,765.75)	95.32%
01.1.01115.000.000	Carline Taxes	(\$19,500.00)	\$0.00	(\$20,134.73)	\$634.73	103.26%
01.1.01120.000.000	Public Power District Sales Ta	(\$840,000.00)	\$0.00	\$0.00	(\$840,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,130,000.00)	(\$194,610.71)	(\$2,242,563.09)	\$112,563.09	105.28%
01.1.01312.000.000	Tuition, Summer School	\$0.00	(\$3,150.00)	(\$5,200.00)	\$5,200.00	#DIV/0!
01.1.01323.000.000	Tuition, SpEd School Age	(\$35,000.00)	\$0.00	(\$43,500.00)	\$8,500.00	124.29%
01.1.01510.000.000	Interest	\$0.00	(\$9,212.55)	(\$58,504.24)	\$58,504.24	#DIV/0!
01.1.01540.000.000	Income from Real Property	(\$6,000.00)	\$0.00	(\$28,827.50)	\$22,827.50	480.46%
01.1.01801.000.000	CASP /Parent Fees	(\$29,000.00)	(\$1,270.00)	(\$66,649.00)	\$37,649.00	229.82%
01.1.01910.000.000	Rental Fees	\$0.00	(\$1,862.00)	(\$9,807.00)	\$9,807.00	#DIV/0!
01.1.01911.000.000	Local License Fees	(\$25,000.00)	\$0.00	(\$15,710.00)	(\$9,290.00)	62.84%
01.1.01990.000.000	Miscellaneous Local Receipts	\$0.00	\$0.00	(\$538.55)	\$538.55	#DIV/0!
01.1.02110.000.000	County Fines&License Fees	(\$155,000.00)	(\$1,165.05)	(\$198,520.46)	\$43,520.46	128.08%
01.1.02790.580.001	School Field Trips	\$0.00	\$0.00	(\$1,747.49)	\$1,747.49	#DIV/0!
01.1.03110.000.000	State Aid	(\$18,184,815.00)	\$0.00	(\$18,184,815.00)	\$0.00	100.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$2,242,899.00)	\$0.00	(\$2,412,048.00)	\$169,149.00	107.54%
01.1.03125.000.000	SpEd Transportation Receipts f	(\$135,000.00)	\$0.00	\$0.00	(\$135,000.00)	0.00%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$240.57)	(\$9,322.17)	\$9,322.17	#DIV/0!
01.1.03131.000.000	Property Tax Credit	\$0.00	\$0.00	(\$1,213,587.75)	\$1,213,587.75	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	(\$11,537.00)	\$0.00	(\$54,302.12)	\$42,765.12	470.68%
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$50,000.00)	(\$16,181.13)	(\$63,796.89)	\$13,796.89	127.59%
01.1.03400.000.000	State Apportionment	(\$583,000.00)	\$0.00	(\$562,771.31)	(\$20,228.69)	96.53%
01.1.03500.110.000	Elementary Attendance Monitor	\$0.00	\$0.00	(\$8,845.00)	\$8,845.00	#DIV/0!
01.1.03535.000.000	High Ability Learner Allocatio	(\$25,000.00)	\$0.00	(\$26,180.00)	\$1,180.00	104.72%
01.1.03540.000.000	State Early Childhood Grant	(\$145,000.00)	(\$39,933.00)	(\$188,173.00)	\$43,173.00	129.77%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$367,412.00)	\$0.00	(\$176,870.00)	(\$190,542.00)	48.14%
01.1.03590.000.000	Opportunity Grant	\$0.00	\$0.00	(\$4,146.68)	\$4,146.68	#DIV/0!
01.1.03599.000.000	Education Quest College Access	\$0.00	\$0.00	(\$10,850.00)	\$10,850.00	#DIV/0!
01.1.03599.000.001	Education Quest College Access	(\$20,000.00)	\$0.00	\$0.00	(\$20,000.00)	0.00%
01.1.03995.000.000	Nebraska VR	\$0.00	\$0.00	(\$25,000.00)	\$25,000.00	#DIV/0!
01.1.04421.000.000	IDEA (611) ARP B-21	\$0.00	\$0.00	(\$107,211.00)	\$107,211.00	#DIV/0!
01.1.04423.000.000	IDEA (PRO) ARP NonPub	\$0.00	\$0.00	(\$8,779.00)	\$8,779.00	#DIV/0!
01.1.04505.000.000	ESSA Title I Receipts	(\$573,373.00)	\$0.00	(\$672,787.00)	\$99,414.00	117.34%
01.1.04509.000.000	ESSA Title II Receipts	(\$131,980.00)	\$0.00	(\$136,074.00)	\$4,094.00	103.10%
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$23,422.00)	\$0.00	(\$22,653.00)	(\$769.00)	96.72%
01.1.04518.000.000	IDEA Enrollment/Poverty Grant	(\$855,765.00)	\$0.00	(\$1,386,155.00)	\$530,390.00	161.98%
01.1.04521.000.000	IDEA Proportionate Share	(\$114,093.00)	\$0.00	(\$142,030.00)	\$27,937.00	124.49%
01.1.04524.000.000	ECF	\$0.00	\$0.00	(\$419,274.00)	\$419,274.00	#DIV/0!
01.1.04525.000.000	Carl Perkins Grants	(\$48,723.00)	\$0.00	\$0.00	(\$48,723.00)	0.00%
01.1.04526.000.000	Perkins Revision Grant	(\$100,000.00)	(\$99,218.00)	(\$198,133.00)	\$98,133.00	198.13%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$78,318.00)	\$0.00	(\$110,943.00)	\$32,625.00	141.66%
01.1.04528.000.000	Title III Immigrant	\$0.00	\$0.00	(\$22,389.00)	\$22,389.00	#DIV/0!
01.1.04530.000.000	Federal Grant NC/FF/ECF	\$0.00	\$0.00	(\$2,789.80)	\$2,789.80	#DIV/0!
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$149,631.00)	\$0.00	(\$149,163.00)	(\$468.00)	99.69%

Columbus Public Schools
 Summary of Cash Balances
 August 31, 2022

Account Number	Description	Budget	Month To Date	Year To Date	Balance	Percent
01.1.04708.000.000	Medicaid in Public Schools	(\$25,000.00)	\$0.00	(\$153,392.80)	\$128,392.80	613.57%
01.1.04969.000.000	ESSA Title IV SSAE Grant	(\$36,173.00)	(\$17,500.00)	(\$61,944.00)	\$25,771.00	171.24%
01.1.04995.000.000	FEMA/Federal Disaster Funds	\$0.00	\$0.00	(\$155,936.67)	\$155,936.67	#DIV/0!
01.1.04996.000.000	Covid 19 Revenue	\$0.00	\$0.00	(\$28,978.00)	\$28,978.00	#DIV/0!
01.1.04997.000.000	Cares Act II	(\$1,838,000.00)	\$0.00	\$0.00	(\$1,838,000.00)	0.00%
01.1.04998.000.000	Cares Act III	(\$2,101,753.00)	\$0.00	\$0.00	(\$2,101,753.00)	0.00%
		<hr/> (\$53,795,674.00)	(\$706,858.27)	(\$51,077,471.48)	(\$2,718,202.52)	94.95%
	Transfers		0			
	Reimbursements/Refunds		(11,737.34)			
	Interest - other accounts		4,286.22			
	Total Revenue		<hr/> (714,309.39) <hr/>			

Check Number	Vendor	Amount
12550	SCHOOL DISTRICT #1-PAYROLL	\$3,145,316.57
12551	ALL MAKES	\$419.00
12552	AMAZON CAPITAL SERVICES	\$276.13
12553	ASSOCIATED STAFFING, INC	\$5,507.73
12554	BIG APPLE BAGELS	\$159.96
12555	BROWN INDUSTRIES INC	\$580.00
12556	COMPUTERS ETC	\$107.40
12557	CORNERSTONES OF CARE	\$26,500.00
12558	CPS FOUNDATION	\$72.00
12559	ESU #7	\$14,244.18
12560	HAMPTON INN-KEARNEY	\$3,431.22
12561	INCIDENT IQ, LLC	\$9,233.00
12562	INVGATE INC.	\$677.00
12563	JOHNSON, CHRIS	\$62.66
12564	JOURNEYED.COM INC.	\$1,250.00
12565	KAY, CHESTER	\$134.38
12566	LINEWIZE	\$12,000.00
12567	LOEFFELHOLZ, TROY	\$235.00
12568	LOUP POWER DISTRICT	\$37.04
12569	MENARDS-COL	\$113.10
12570	NATIONAL ART & SCHOOL SUPPLY	\$290.62
12571	NEBRASKA SAFETY CENTER	\$250.00
12572	PAYFLEX SYSTEMS USA, INC.	\$347.20
12573	PLUNKETTS PEST CONTROL	\$690.00
12574	PRINTCO GRAPHICS, INC	\$3,644.84
12575	QUADIENT FINANCE USA, INC	\$175.00
12576	RUTT'S HEATING & AIR CONDITIONING, INC -	\$73,800.00
12577	SEESAW LEARNING, INC	\$8,550.00
12578	STEALTH BROADBAND	\$2,530.88
12579	AMAZON CAPITAL SERVICES	\$99.00
12580	FIRST NATIONAL BANK OMAHA	\$223.47
12581	FIRST NATIONAL BANK OMAHA	\$1,669.77
12582	FIRST NATIONAL BANK OMAHA	\$1,264.18
12583	HY-VEE FOOD STORES	\$19.04
12584	NATIONAL ART & SCHOOL SUPPLY	\$3,305.07
12585	WOODRIVER ENERGY LLC	\$2,532.35
12586	ANDERSON AUTO BODY	\$1,000.00
12587	ANDERSON, NICOLE	\$29.40
12588	FIRST NATIONAL BANK OMAHA	\$1,881.95
12589	FIRST NATIONAL BANK OMAHA	\$2,145.08
12590	SCHOOL DISTRICT #1 DEPRECIATION	\$112,474.00
12591	T-BONE TRUCK STOP	\$4,207.66
12592	FIRST NATIONAL BANK OMAHA	\$765.41
12593	RAMADA COLUMBUS RIVER'S EDGE CONVENTION	\$5,574.01

Check Number	Vendor	Amount
12594	ASSOCIATED STAFFING, INC	\$5,708.94
12595	U AND I SANITATION LLC	<u>\$1,860.00</u>
		<u>\$3,455,394.24</u>
	Voided previous month check # 12284	<u>(\$802.00)</u>
	Total Expenditures	<u><u>\$3,454,592.24</u></u>

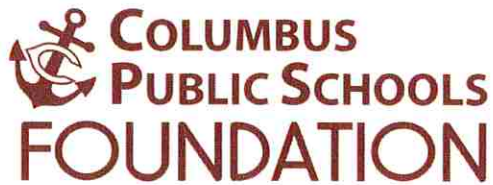
Check Number	Vendor	Amount
12596	10 COUNTY TITLE & ESCROW, INC	\$450.00
12597	ACCENT FLORAL AND GALLERIA	\$50.00
12598	ACE HARDWARE-COLUMBUS	\$26.35
12599	ACTEN	\$284.00
12600	ADAPTIVEMAIL.COM	\$2,238.74
12601	ADVANCE AUTO PARTS	\$59.69
12602	ADVANCED CONSULTING ENGINEERING SERVICES	\$1,500.00
12603	ADVANCED FIRE & SAFETY	\$111.25
12604	AMAZON CAPITAL SERVICES	\$6,819.82
12605	AMERICAN DISCOUNT HOME MEIDCAL EQUIP	\$170.85
12606	AMERICAN SCHOOL COUNSELOR ASSOCIATION	\$268.00
12607	ANATOMY WAREHOUSE	\$356.00
12608	APPTEGY, INC	\$15,350.00
12609	ARBOR SCIENTIFIC	\$484.28
12610	ASSOCIATED STAFFING, INC	\$6,091.07
12611	BOMGAARS	\$303.36
12612	CAPITAL ONE/WALMART	\$2,234.01
12613	CAPITAL SANITARY SUPPLY	\$672.38
12614	CAROLINA BIOLOGICAL SUPPLY CO.	\$193.63
12615	CASEY & KIRSCH PUBLISHERS	\$200.00
12616	CCS PRESENTATION SYSTEMS, INC.	\$472.00
12617	CENTRAL VALLEY AG	\$287.40
12618	CHOHON, STACY	\$400.00
12619	CITY OF COLUMBUS WATER & SANITATION DEPA	\$3,847.92
12620	COLUMBUS ARNOLD MOTOR SUPPLY	\$238.54
12621	COLUMBUS FAMILY PRACTICE	\$146.00
12622	COLUMBUS MUSIC	\$415.57
12623	CPM EDUCATIONAL PROGRAM	\$2,450.00
12624	CSI LEASING, INC	\$80,000.00
12625	CULLIGAN	\$49.21
12626	DAIRY COUNCIL OF CALIFORNIA	\$140.00
12627	DAYLIGHT DONUTS	\$28.85
12628	DEMCO, INC	\$63.24
12629	DEMUTH, SANDI	\$400.00
12630	DUSEL-MISFELDT, JANE	\$440.00
12631	EAKES OFFICE SOLUTIONS	\$6,049.77
12632	ELECTRICAL ENGINEERING & EQUIP	\$388.37
12633	ELECTRONIC ENGINEERING	\$243.67
12634	ERICKSON, JILL	\$400.00
12635	ERICSON, CLYDE	\$160.00
12636	ESU #7	\$798.00
12637	FAS-BREAK	\$50.00
12638	FERGUSON ENTERPRISES INC	\$746.18
12639	FIRST NATIONAL BANK OF OMAHA	\$200.00
12640	FIRST NATIONAL BANK OMAHA	\$1,070.00

Check Number	Vendor	Amount
12641	FIRST NATIONAL BANK OMAHA	\$2,546.50
12642	FIRST STUDENT	\$873.72
12643	FLINN SCIENTIFIC INC.	\$522.29
12644	FOLLETT SCHOOL SOLUTIONS, INC.	\$7,156.77
12645	FOUNDATIONS IN SOUND	\$817.00
12646	GARBER, DARLA	\$195.00
12647	GNS/GREATER NEBRASKA SUPERINTENDENTS	\$250.00
12648	GOPHER	\$2,307.50
12649	GPACAC	\$50.00
12650	GT SIMULATORS	\$2,224.95
12651	HAEFNER, RONALD	\$52.87
12652	HAMLING, ELIZABETH	\$1,520.00
12653	HAMPTON INN-KEARNEY	\$496.00
12654	HIRERIGHT	\$273.75
12655	HOBBY LOBBY	\$88.14
12656	HOUGHTON MIFFLIN HARCOURT	\$71.80
12657	HY-VEE FOOD STORES	\$170.99
12658	IMAGE TECH & PRINTING	\$1,728.85
12659	INSTRUCTIONAL EMPOWERMENT, INC	\$18,000.00
12660	IXL LEARNING	\$13,770.00
12661	JACKSON SERVICES INC.	\$295.41
12662	KRACKE, SARAH	\$400.00
12663	KSB SCHOOL LAW	\$422.50
12664	LAHM, JOAN	\$480.00
12665	LAKESHORE LEARNING MATERIALS	\$48.97
12666	LAKEVIEW SMALL ENGINE INC	\$80.00
12667	LANTIS, KRISTY	\$105.00
12668	LEARNING SCIENCES INTERNATIONAL	\$12,000.00
12669	LIFELINE AUDIO VIDEO TECHNOLOGIES	\$262.00
12670	LINCOLN JOURNAL STAR	\$360.72
12671	LOEFFELHOLZ, TROY	\$105.83
12672	LOUP POWER DISTRICT	\$59,260.99
12673	LUNCHTIME SOLUTIONS, INC	\$3,195.00
12674	MAC OF ALL TRADES	\$5,215.50
12675	MATHESON TRI-GAS INC	\$65.16
12676	MCLAUGHLIN, STEPHANIE	\$400.00
12677	MCPHILLIPS, ZACHARY	\$220.00
12678	MCS - MY CENTRAL SUPPLY	\$565.22
12679	MEAD LUMBER COMPANY	\$50.36
12680	MENARDS-COL	\$1,369.43
12681	MIDWEST GLASS SERVICE INC.	\$15.00
12682	MIDWEST TECHNOLOGY PRODUCTS	\$668.91
12683	MIELAK, LYNNETTE	\$400.00
12684	MINNESOTA CLAY USA	\$1,039.02
12685	MITCHELL 1	\$1,120.98

Check Number	Vendor	Amount
12686	MURPHY-1099, DAWN	\$862.00
12687	NACIA (NE ASSOC. FOR CURRICULUM INSTR.)	\$800.00
12688	NASB ALICAP	\$470,148.00
12689	NASCO	\$481.15
12690	NATA (NE. ASSOC. OF TECHNOLOGY ADMIN)	\$65.00
12691	NCSA	\$225.00
12692	NEBRASKA.GOV	\$100.00
12693	NEWZBRAIN EDUCATION	\$309.00
12694	NSASSP	\$80.00
12695	OCCUPATIONAL HEALTH SERVICES	\$140.00
12696	OLSEN, KATIE	\$400.00
12697	OMAHA WORLD HERALD	\$566.80
12698	ONE SOURCE	\$658.00
12699	OSTDIEK, ANGELA	\$400.00
12700	PAPER TIGER, INC.	\$179.25
12701	PASCO SCIENTIFIC	\$317.00
12702	PERMA-BOUND	\$222.00
12703	PERRY, GUTHERY, HAASE, & GESSFORD, P.C.	\$915.00
12704	PLATTE VALLEY PRINTING	\$408.97
12705	POPPY PUMPKIN PATCH	\$399.00
12706	POSITIVE PHYSICS LLC	\$299.00
12707	RASMUSSEN AIR & GAS ENERGY	\$907.50
12708	REALLY GOOD STUFF, INC.	\$959.39
12709	RENAISSANCE LEARNING	\$7,748.50
12710	RIFTON EQUIPMENT	\$848.00
12711	RIVERSIDE PORTABLES, LLC	\$255.00
12712	ROCKLER WOODWORKING AND HARDWARE	\$95.95
12713	ROSE-1099, SAMMUEL	\$1,940.00
12714	RUSHER, ANGELA	\$240.00
12715	RUTT'S HEATING & AIR CONDITIONING, INC -	\$279,802.28
12716	SCHIEFFER SIGNS	\$38.00
12717	SCHOLASTIC INC.	\$27.74
12718	SEARS DEALER STORE	\$647.55
12719	SHERWIN-WILLIAMS	\$233.85
12720	SHOTKOSKI, WENDY	\$500.00
12721	SOKOL-1099, ANNIE	\$580.00
12722	STANCE	\$250.00
12723	SWANSON, ANGELA	\$400.00
12724	TAYLOR MUSIC, INC.	\$96.00
12725	TEACHER DIRECT	\$995.86
12726	THE HOME DEPOT PRO	\$376.22
12727	THYSSENKRUPP ELEVATOR CORPORATION	\$641.25
12728	TIRE OUTLET INC	\$205.00
12729	TOOFAST SUPPLY	\$193.99
12730	TOOLEY DRUG CO.	\$24.95

Check Number	Vendor	Amount
12731	TRUCK CENTER COMPANIES	\$2,766.78
12732	TURNITIN LLC	\$5,065.00
12733	UPS STORE	\$11.91
12734	VALENTINOS OF COLUMBUS	\$520.23
12735	VERIZON WIRELESS	\$435.96
12736	VERNIER SOFTWARE & TECHNOLOGY	\$149.00
12737	VIVIAL	\$69.90
12738	VOSS LIGHTING	\$213.12
12739	WACHAL, APRIL	\$400.00
12740	ZOUCHAL, CHERYL	\$120.00
12741	ALLEN, ETHAN	\$89.07
12742	BATES, LINDSEY	\$156.76
12743	BLASER, AMY	\$156.76
12744	BOS, JENNY	\$235.14
12745	CENGAGE LEARNING	\$1,915.45
12746	COLE, CRYSTAL	\$137.16
12747	COLUMBUS MUSIC	\$573.00
12748	CYZA, NICOLE	\$156.76
12749	DONOGHUE, TRACY	\$235.14
12750	DUSH, REGINA	\$117.57
12751	EAKES OFFICE SOLUTIONS	\$26.99
12752	FREEMAN, TYLER	\$137.16
12753	GALLEY, SHANNON	\$137.16
12754	HOESING, KRISTIN	\$137.16
12755	HOLLIS, EMILY	\$156.75
12756	ID WHOLESALER SOUTH	\$1,129.98
12757	INNESS, SARAH	\$124.70
12758	JARECKI, KAY	\$156.76
12759	JARESKE, CHRISTINA	\$137.16
12760	JARESKE, KELSEY	\$137.16
12761	KOHL, CHELSEY	\$137.16
12762	LAPOINTE, KENDRA	\$137.16
12763	LITERACY RESOURCES, LLC	\$865.08
12764	LOVELESS, STACY	\$156.76
12765	MIDWEST TECHNOLOGY PRODUCTS	\$64.35
12766	MUCHMORE, KELLY	\$156.76
12767	MUELLER, PAM	\$97.98
12768	PACZOSA, MEGAN	\$137.16
12769	PYRAMID SCHOOL PRODUCTS	\$6.78
12770	RETZLAFF, JESSICA	\$156.76
12771	SETTLES, ERIN	\$137.16
12772	STAROSCIK, KRISTINE	\$128.26
12773	STEMPEK, STACI	\$176.35
12774	TAYLOR, BROOKE	\$195.95
12775	TELLEZ, GAMALIEL	\$235.14

Check Number	Vendor	Amount
12776	TEPLY, TAMMY	\$215.54
12777	TWOREK, DANIEL	\$157.76
12778	VIERGUTZ, NATISHIA	\$124.70
12779	WEMHOFF, ASHLEY	\$176.35
12780	WRIGHT, ABBEY	\$156.76
12781	ZIMMERMAN, ALYSSA	\$112.23
12782	BERAN, CHARLOTTE	\$420.00
12783	BYRKIT PIANO SERVICE	\$120.00
12784	CARSTENS, BETH	\$586.44
12785	COLUMBUS MUSIC	\$93.57
12786	CONSONUS MUSIC INSTITUTE LLC	\$660.00
12787	DAS STATE ACCTG-CENTRAL FINANCE OCIO	\$660.00
12788	EAKES OFFICE SOLUTIONS	\$7,888.22
12789	ELECTRICAL ENGINEERING & EQUIP	\$33.91
12790	ELECTRONIC ENGINEERING	\$11.60
12791	FOLLETT SCHOOL SOLUTIONS, INC.	\$878.90
12792	GOPHER	\$1,463.40
12793	HEIBEL, ELISSA	\$3,547.50
12794	HUTCHINSON, CATHY	\$412.90
12795	JOHNSON, KRIS	\$840.00
12796	KELLY, AMY	\$395.00
12797	LESSONPIX	\$1,224.00
12798	LRP PUBLICATIONS	\$3,484.00
12799	LUNCHTIME SOLUTIONS, INC	\$1,614.83
12800	MENARDS-COL	\$60.78
12801	MERRILL, KIM	\$215.54
12802	MURPHY-1099, DAWN	\$875.00
12803	N2Y, LLC	\$1,720.22
12804	NCS PEARSON INC	\$11,547.50
12805	NCSA	\$150.00
12806	PASCO SCIENTIFIC	\$66.00
12807	REIGLE IMPLEMENT	\$144.70
12808	RYDIN DECAL	\$503.00
12809	SLP TOOLKIT	\$1,290.00
12810	SOKOL, CALLIE	\$548.62
12811	SVEHLA, DEB	\$354.01
Total Expenditures		<u><u>\$1,115,939.96</u></u>



2508 27th Street, P.O. Box 947, Columbus, NE 68602-0947 Phone: 402-563-7000, Ext. 13033 Fax: 402-563-7005

September 6, 2022

Doug Molczyk
Board of Education
Columbus Public Schools

Dear President Molczyk and Members of the Board:

The Foundation contributed the following items to Columbus Public Schools during the month of August. On behalf of the Board of Directors for the CPS Foundation and the officers of the thirteen umbrella organizations, we respectfully submit these items to the Board of Education for acceptance.

Foundation

\$534.24 - Columbus After School Program
\$1,000.00 - Athletic Hall of Fame
\$750.00 - Judy Temme ParaEducator Scholarship
\$1,173.09 - Welcome New Teacher Program

\$500.00 - Senior Scholarship
\$1,038.50 - Welcoming Grant
\$1,179.00 - Classroom Grants

Emerson PTO

\$92.37 - Field Trip Fuel

Lost Creek PTO

\$395.40 - Field Trip Fuel

North Park PTO

\$239.92 - Staff back to school breakfast

Band Boosters

\$ 1,350.00 - Camp Instruction
\$53.98 - Columbus Marching Festival Supplies

Post Prom

\$17.37 - Printing

Sports Boosters

\$80.00 - Golf Tournament Supplies

The total contributions for the month of August was **\$8,403.87**

The total contributions for the FY 2022 total is **\$219,817.17**

**CPS Foundation's fiscal year is January 1 through December 31.*

Thank you for your consideration.

Sincerely,

Nicole Anderson
Director of Marketing & Foundation



Columbus Public Schools

Date: 8/23/22

School Fundraising Application

Please submit this application to the building principal at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CASSETTE House

Name: Jackie Eickhoff

Fund Raising Company (if applicable): None

CASSETTE House submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

The CASSETTE House would like to hold 2 Garage Sales: one in the Fall and one in the Spring.

Approximately how much does your school/group expect to earn from this project?

\$200-\$400

How will this money be used?

To provide opportunities in the community for outings and practice of Independent Life Skills.

What are the proposed dates?

Fall: Late September

Spring: Late April

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.) See Above

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

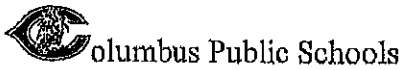
Does the building principal give full approval for this plan? Yes No

Principal's Signature Jan Han Date 9/6/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Date: 9/6/2022

School Fund Raising Application

Please submit this application to the building principal or the office of the Executive Director of Business/Human Relations at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: [Select One] Fund Raising Company (if applicable): Columbus High School -

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out. Diamond Dance Team

What is your school/group's money-earning plan?
we will be selling pies for \$20 each

Approximately how much does your school/group expect to earn from this project?

around \$700

How will this money be used?
The amount of pies they sell will determine how much money goes towards paying off their account

What are the proposed dates?
October - November 2022

Is this a recurring activity? Yes No
(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither
(If you selected product, please specify the product that you are selling.)

Village Pie Maker Pies

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature [Signature] Date 9/6/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date: 09/06/2022

School Fund Raising Application

Please submit this application to the building principal or the office of the Executive Director of Business/Human Relations at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: [Select One] Fund Raising Company (if applicable): Columbus High School-

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out. Diamond Dance Team

What is your school/group's money-earning plan? We will be selling advertisements to be displayed at Jam the Gym. They will be sold to local businesses. Approximately how much does your school/group expect to earn from this project?

about \$1000

How will this money be used? It will go into our Jam the Gym account and help pay for summer camp.

What are the proposed dates? between now and January 2023

Is this a recurring activity? Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither (If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature [Signature] Date 9/6/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CHS FBLA

Name: Kari Tunink

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Sell items from the 4 Seasons Fundraising catalogs. Fall & Spring Gift Items, plus Dips, Mixes
Approximately how much does your school/group expect to earn from this project?

\$500

How will this money be used?

Conferences & Projects

What are the proposed dates? October 18 - November 4 in person, with e

Is this a recurring activity? Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature Date 9/18/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CHS FBLA

Name: Kari Tunink

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

We will be doing a food drive, so no money to collect. We will donate the items to the local food bank. Approximately how much does your school/group expect to earn from this project?

N/A

How will this money be used?

N/A

What are the proposed dates? December 5-16

Is this a recurring activity? Yes No
(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither
(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No


Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No **If yes, by whom?**

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature  **Date** 9/8/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CHS FBLA

Name: Kari Tunink

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Decorate and sell cupcakes during the February Parent-Teacher Conferences

Approximately how much does your school/group expect to earn from this project?

\$300

How will this money be used?

Charitable Giving - FBLA Foundation, FBLA Scholarship Fund & March of Dimes

What are the proposed dates? February 14-16

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.) Cupcakes

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No *If yes, by whom?*

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature

Date

9/8/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date: September 7, 2022

School Fund Raising Application

Please submit this application to the building principal or the office of the Executive Director of Business/Human Relations at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: [Select One] Fund Raising Company (if applicable):

Columbus High School

Club's Choice Fundraising

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out. **Columbus High School Vocal Music**

What is your school/group's money-earning plan?

Sell food and holiday items from a brochure

Approximately how much does your school/group expect to earn from this project?

\$5000-7000

How will this money be used?

Primarily to divert costs for students participating in out-of-school events, such as our extra-curricular groups, honor choirs and other performance based trips. It will also help to pay for various equipment needs and upgrades.

What are the proposed dates?

September 22 - October 5

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

food + holiday gifts products

Will members be identified by t-shirts, etc. while carrying out this project?

Yes No

Have you checked with other schools to avoid any overlapping while working?

Yes No

Is your product/service in direct conflict with that offered by local merchants?

Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Jacob Ritter

Has your school/group devised a budget plan to expend earnings?

Yes No

Does the building principal give full approval for this plan?

Yes No

Principal's Signature

W. Hunter

Date

9/8/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date: 8/18/22

School Fund Raising Application

Please submit this application to the building principal or the office of the Executive Director of Business/Human Relations at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: [Select One] Fund Raising Company (if applicable): Columbus High School Cross Country Team
(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan? Kids 2K Run after Jamboree against Seolus
Student cost \$15.00 (entry fee)

Approximately how much does your school/group expect to earn from this project? After Expenses \$200
(Last Year \$0 was made)

How will this money be used? New Uniforms / State Team Meal

What are the proposed dates? Friday August 26th, 2022

Is this a recurring activity? Yes No
(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither
(If you selected product, please specify the product that you are selling.) Each kid that runs gets a medal

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature [Signature] Date 8/22/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



Columbus Public Schools Date:

School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: Columbus Middle School

Fund Raising Company (if applicable):

CLSP 5th-8th, High Needs, & Autism +supports classrooms, submit the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Cookbook Fundraiser:

We plan to collect recipes from students' families and staff families. We are also going to put in the recipes that we use for our Thanksgiving Feast as well as classroom cooking recipes that our students make in our life skills programs. Then we will compile the recipes and create the layout of how we want them to look. We then will send them to a place to print and bind them. We will then start taking orders and send them out.

MayDay Grams:

We will send out an email to staff at CPS to have May Day Grams orders placed and paid for. When we know how many candy bars we need we will go to Sam's Club and get candy bars. We will distribute them to the buildings for everyone. Student's will categorize, alphabetize, and group them together which are all life skills we are working on in our classrooms and that they will need for later on in life outside the school setting.

Approximately how much does your school/group expect to earn from this project?

About \$3000

How will this money be used?

We would like to do some Fundraising for our Programs to help our students continue their learning/independence out of our building and into the real world. We would like to create a kitchen appliance checkout library where students would be able to be instructed at school on how to use it and do a recipe with it.

The student could then check out the appliance and make that home for themselves and/or family members. This would allow them to apply what we are working on in our classrooms and show us what we may need to reteach, as we plan to get feedback from parents.

We also would like to use the funds for alternative seating to meet the sensory needs of our students. We also want to be able to use the funds to help pay for our Thanksgiving Feast, Eating Out Experiences, hygiene items, food items and incentives for our students.

What are the proposed dates? September 2022-May 2023

Is this a recurring activity? No

Are you selling tickets or a product? Product : cookbooks and mayday grams

Will members be identified by t-shirts, etc. while carrying out this project? No

Have you checked with other schools to avoid any overlapping while working? Yes


Is your product/service in direct conflict with that offered by local merchants? No

Are any contracts to be signed? No **If yes, by whom?**

Has your school/group devised a budget plan to expend earnings? No

Does the building principal give full approval for this plan? Yes

Principal's Signature


(for district use only)

Date

9/8/22

Approved by Date Approved subject to the following conditions



Columbus Public Schools

Date: 9/6/22

School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: _____ Columbus Middle School _____ Name: ___ Jordon Anderson _____

Fund Raising Company (if applicable): CMS Volleyball Program

CMS Volleyball, submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Host two youth volleyball tournaments on Oct 2 and Oct 30.

Approximately how much does your school/group expect to earn from this project?

\$1000-\$5000

How will this money be used?

To fund any necessary volleyball athletic equipment needs which happens.

The specific group will use the funds to directly support all students in their program or necessary equipment.

What are the proposed dates? October 2 & 30 2022

Is this a recurring activity?

Yes

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.) An annual tournament.

Are you selling tickets or a product? Product / Entry Fees / Admissions

(If you selected product, please specify the product that you are selling.) Concessions and Experience

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No **If yes, by whom?**

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature _____ *Ang Day* _____ Date 9/7/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____



School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CMS STUCO

Name: Christina Nilson, Ana Harms, STUCO sponsors

Fund Raising Company (if applicable):

Columbus Middle School Student Council, submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Our Student Council will have different money raising events throughout the school year. See Proposed dates below for more details.

Approximately how much does your school/group expect to earn from this project?

Throughout the year, we hope to raise at least \$3,000.00.

How will this money be used?

Possible ways money will be spent this year:

1. Donations to a local charities
2. Donation to the CPS foundation
3. To fund Grade Level Activity Nights
4. To fund the Discoverer Den (School Store)
5. To purchase Prizes for Navigator of the Month
6. To purchase clocks for the building
7. To purchase classroom supplies
8. To purchase items for staff appreciation
9. To purchase "PutInCups" for Fence - School Pride - Add to fence on East Side
10. To purchase flags to hang in cafeteria
11. To purchase "Carnival" style games for a special Activity Night for our CLS and Autism program students and their families.

What are the proposed dates?

- Tshirt Sales (August/September)
- Candy Grams (February) –Sell Candy (ex: suckers) to Students
- Bake Sale (December) – Sell baked goods to Students
- Food Drive (November)—Collect food and donate it to the local food pantry.
- Penny Wars (March/April) – Grade levels compete to earn the most points, pennies are positive points while silver coins are negative points. Proceeds used to fund projects listed above.
- Vending Machine (all year) – Proceeds used to fund projects listed above.
- Activity Nights (throughout the year): - Parents will be asked to donate money to purchase pizzas and snacks for snack walk, and grab bags. Money raised from Admission will be used to purchase items from the above list or donated to a local charity.

Is this a recurring activity?

Yes

No



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CMS - BAND

Name: MICHAEL KLEE

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

THE CMS BAND IS LOOKING TO COLLECT CANNED FOOD DONATIONS AT OUR CONCERTS.

Approximately how much does your school/group expect to earn from this project?

\$0

How will this money be used?

THE CAN GOODS WILL BE GIVEN TO THE LOCAL FOOD BANK AS A TEACHING TOOL TO BAND STUDENTS.

What are the proposed dates? DECEMBER AND MAY CONCERTS

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No *If yes, by whom?*

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature

Michael Klee

Date

8/18/22

(for district use only)

Approved by _____

Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CMS BAND

Name: MICHAEL KLEE

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

TO USE ANY MONEY EARNED AND APPLY IT TOWARD INSTRUMENT UPGRADES AND PURCHASES FOR THE CMS BAND.

Approximately how much does your school/group expect to earn from this project?

\$500+

How will this money be used?

TO PURCHASE MUCH NEEDED REPAIRS AND EQUIPMENT

What are the proposed dates? NOVEMBER HONOR BAND

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project?

Yes No

Have you checked with other schools to avoid any overlapping while working?

Yes No

Is your product/service in direct conflict with that offered by local merchants?

Yes No

Are any contracts to be signed? Yes No **If yes, by whom?**

Has your school/group devised a budget plan to expend earnings?

Yes No

Does the building principal give full approval for this plan?

Yes No

Principal's Signature

Alamy King
(for district use only)

Date

8/18/22

Approved by _____

Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CMS - BAND

Name: MICHAEL KLEE

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

THE CMS BAND IS LOOKING TO OFFER BAND APPAREL SALES TO EARN MONEY TO PURCHASE NECESSARY EQUIPMENT FOR THE BAND.

Approximately how much does your school/group expect to earn from this project?

\$500+

How will this money be used?

THE MONEY EARNED FROM BAND APPAREL AND MERCH WILL BE USED TO PURCHASE ITEMS NEEDED FOR THE BAND PROGRAM SUCH AS STUDENT SCHOLARSHIPS, DRIVING CLINICS, PURCHASING EQUIPMENT/INSTRUMENTS, ETC.

What are the proposed dates? SEP 2022- MAY 2023

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature

Alamy Day
(for district use only)

Date

8/18/22

Approved by _____

Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CMS - BAND AND FOOTBALL

Name: MICHAEL KLEE

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

THE CMS DRUMLINE AND FOOTBALL PROGRAMS ARE LOOKING TO OFFER CMS/CPSS MERCHANDISE SALES TO EARN MONY TO PURCHASE NECESSARY EQUIPMENT FOR OUR PROGRAMS. WE INTEND TO EXTEND OUR SALES TO THE REST OF THE SCHOOLS WITHIN OUR DISTRICT.

Approximately how much does your school/group expect to earn from this project?

\$500+

How will this money be used?

THE MONEY EARNED FROM BAND/FB APPAREL AND MERCH WILL BE USED TO PURCHASE AND INSTRUMENTS AND PROTECTIVE GEAR FOR EACH PROGRAM.

What are the proposed dates? SEPT. 2022-MAY 2023

Is this a recurring activity?

Yes No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither

(If you selected product, please specify the product that you are selling.)

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No If yes, by whom?

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

Principal's Signature

Michael Klee
(for district use only)

Date

8/18/22

Approved by _____

Date _____

Approved subject to the following conditions _____



Columbus Public Schools

Date:

School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CMS

Name: MICHAEL KLEE

Fund Raising Company (if applicable):

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?
THIS SUPPORTS 9TH GRADE BAND TRIP

Approximately how much does your school/group expect to earn from this project?
\$10 FROM EACH CARD SOLD, GOES TO CHS

How will this money be used?
USED TO HELP 8TH GRADE STUDENTS PAY FOR THEIR 9TH GRADE LONG TRIP.

What are the proposed dates? NOW THROUGH THE END OF AUGUST

Is this a recurring activity? Yes No
(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product? Tickets Product Neither
(If you selected product, please specify the product that you are selling.) BAND CARDS

Will members be identified by t-shirts, etc. while carrying out this project? Yes No

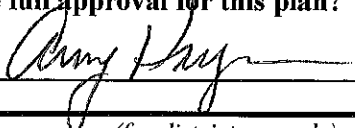
Have you checked with other schools to avoid any overlapping while working? Yes No

Is your product/service in direct conflict with that offered by local merchants? Yes No

Are any contracts to be signed? Yes No **If yes, by whom?**

Has your school/group devised a budget plan to expend earnings? Yes No

Does the building principal give full approval for this plan? Yes No

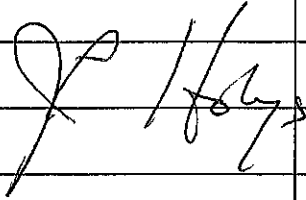
Principal's Signature  Date 8/18/22

(for district use only)

Approved by _____ Date _____

Approved subject to the following conditions _____

DATE 8/18/22	
BUILDING Lost Creek	
PROGRAM Elementary	
PRINCIPAL/DIRECTOR SIGNATURE	Principal JP Holys
Description of materials to surplus: Two old office chairs that are worn out and uncomfortable. Table with broken legs. Broken swing from our Autism Program	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
<small>To insert an image here, place your cursor in this box and select insert from the menu bar, then select image and choose the appropriate image.</small>	<small>Give a description and the reason the item is being declared surplus property.</small>	<small>Examples: trash, recycle, donated, etc. Items being moved to other CPS locations should not be declared surplus property.</small>
	Two worn out office chairs	Dispose of them by throwing into our dumpster
	Table with broken legs	Dispose of them by throwing into our dumpster
	Broken swing from the Autism Classroom.	Dispose of them by throwing into our dumpster
		

To: Board of Education
From: Leonard Kwapnioski
CC: Dr. Loeffelholz
Date: September 14, 2022
Re: New Toro Mower

It is my recommendation that the Board of Education approve the New Toro Z7500-D Series Mower in the amount of \$65,405.52 from Lakeview Small Engine Inc. Our current 2005 Toro mower has over 5000 hours and has reached its lifespan. Beside the amount of hours on it, the mowing deck, wheel spindles and other parts are just past repair. I have looked at other wide-deck mowers, 12' and greater; they are more expensive and the dealer is located out of town. I totally understand that this is a large purchase. I have money set aside for this and have confirmed with Chip that it's all available with our tight budget this year. I have attached the two quotes for your review. The one from Lakeview Small Engine does include two additional accessories that I would like to purchase. The one quote from Turfwerks lists a 14' and 16' mower decks with a much higher price tag.

I'm sending this out now as I will not be at the meeting on Monday and wanted to make sure that if you have any questions, I could get them answered. Finally, I may have to replace a second mover that has a drivetrain and motor issue. If that does happen I will bring that to you at a later date.

Thanks.

Leonard

Lakeview Small Engine, Inc.

2930 83rd Street
Columbus NE 68601
402-562-7531

8/24/22

Quote to: Columbus Public Schools
Attn: Leonard Kwapnioski
Phone: 402-910-3282
E-mail: kwapnioskil@discoverers.org

Toro Rear Discharge Mower
72144 - Z7500-D Series
144" Deck - 44 hp Yanmar Diesel Engine

Bid price

\$64,888.24

Options

115-4510 - Fabric Sunshade

\$268.12

107-9880 - Light Kit

\$249.16

\$65,405.⁵²

All prices FOB Columbus - Fully assembled and test run.

This quote is based on today's pricing. Pricing subject to change.

Thank you for the opportunity to quote your new mower.

Julie Oehrich

Philip Oehrich

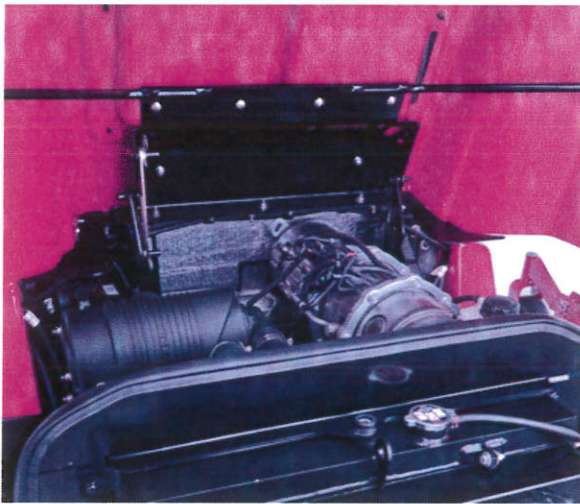
Julie & Phil Oehrich

Features – Model 72144



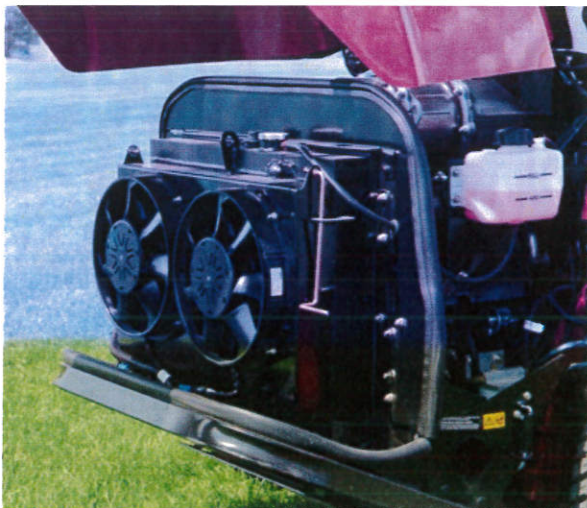
Massive 144" Cutting Deck

Step up your productivity with a massive 144" wingdeck cutting system, that quickly and easily folds up to only 83", small enough to fit on most trailers.



44 HP Yanmar Turbo Diesel Engine

Powered by a 44 hp Yanmar Turbo Diesel Engine, this mower is packed with power to tackle the toughest mowing jobs.



Twin Reversing Cooling Fans

Keep the engine cool with twin-reversing fans that also help keep the rear screen area clean and the air flowing.



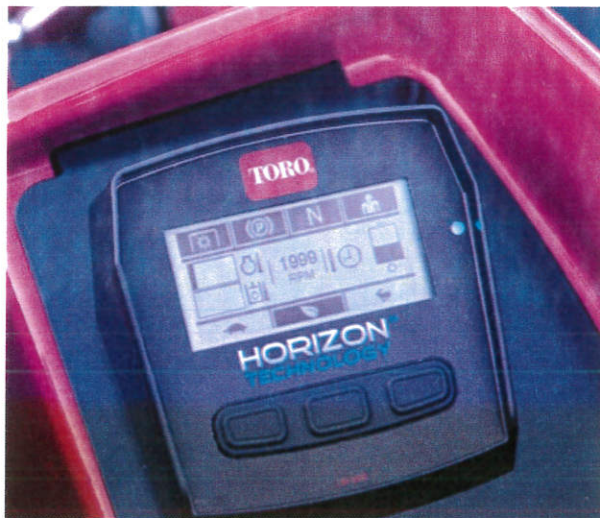
High/Low Speed Settings

Get to your next job, or back to the trailer quickly with transport speeds of up to 17 MPH, while delivering more control and torque in low-speed settings with 10mph top speed.



4-Inch Suspension Seat

Stay comfortable on the job with the 4" suspension seat.



Horizon Technology

Choose the right operating mode for mowing conditions, saving fuel costs while maintaining top-level performance with our Horizon™ Technology.

Specifications – Model 72144

- **Engine**
44 hp* Yanmar® Diesel 1568cc
- **Fuel Capacity**
Diesel/12.5 Gal (47.3 L)

- **Cutting Width**
144" (366 cm) (Rear Discharge - Wing Deck)
- **Air Filter**
Heavy-Duty Donaldson® Canister-Style Air Cleaner
- **Armrests**
Standard
- **Blade Tip Speed**
18,500+ ft/min
- **Caster Tires**
15" x 6" – 6" (38.1 x 15.2 x 15.2 cm) Flat-Free Semi-Pneumatic
- **Clutch**
Wet Disc
- **Deck Design**
7-Gauge TURBO FORCE® w/ Bull-Nose Bumper
- **Drive System**
17.84 cu in Hydro-Gear HGM-H Motors with 18 cc Kanzaki® Pump
- **Drive Tires**
26" x 12" – 12" (66.0 x 30.5 x 30.5 cm)
- **Engine Horsepower**
44 HP
- **Engine Displacement**
1568cc
- **Foot Operated**
Height of Cut
Hydraulic with Rocker Switch
- **Ground Speed**
10/17 MPH forward (16.1/27.4 km/h)
6 MPH reverse (9.7 km/h)
- **Height of Cut**
1.0" – 5.5" (2.5 – 14.0 cm)
- **Hour Meter**
Horizon™ Technology
- **ROPS**
Standard
- **Seat**
Deluxe Suspension Comfort w/Armrests (Flip-Up, Iso-Mount)
- **Spindle Bearings**
Maintenance-Free
- **Spindle Housing**
9" (22.9 cm) Diameter Cast Aluminum, 1" (2.5 cm) Heavy-Duty Spindle Shaft
- **Steering Controls**
1.4" (3.6 cm) Diameter Grips; Adjustable, Dampened

- **Disclaimer**
* The gross horsepower of these diesel engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J2723. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower.
**See retailer for warranty details.

TurfWerks

PARTNERS IN GROWTH

IOWA - MINNESOTA - MISSOURI - NEBRASKA

Equipment Request

Customer Name	Columbus Public Schools	Date	8/17/22
Account Number		Ship Address	2508 27th Street
Contact Person	Leonard Kwapnioski	City, State	Columbus, NE
Phone Number	402.910.3282	Zip Code	68601
Email Address	kwapnioski@discoverers.org	Authorized Signer & Title	

PO Number _____ Turfwerks Contact Josh Shull

Deliver Date _____ Special Terms _____

MODEL #	QTY	PRODUCT DESCRIPTION	Unit Price	Extended Price
JHR700F	1	Jac HR700, 65hp Kub Diesel, 4wd, 14 ft	\$ 94,000.00	\$ 94,000.00
		*Decks included		
LMAC651-P	1	Non flat deck tires	Included	\$ -
		*2 left due to arrive in Feb/March 2023		
			Total Equipment	\$ 94,000.00
			Financing based on \$94,000	
			5 Year Financing with no payments until	\$ -
			June 20, 2023. Annual payments thereafter	
			2024-2027. 5 total	
			Annual Payment	\$ 19,287.21
			Purchase option Nov. 2027	\$ 14,500.00
070543-4613110	1	Jac HR800, 75hp Kub Diesel, 4wd, 16 ft	\$ 112,000.00	\$ 112,000.00
		*Decks included		
4336131	1	Non flat deck tires	Included	\$ -
		*1 left due to arrive in Feb/March 2023		
			Total Equipment	\$ 112,000.00
			Financing based on \$112,000	
			5 Year Financing with no payments until	
			June 20, 2023. Annual payments thereafter	
			2024-2027. 5 total	
			Annual Payment	\$ 22,856.55
			Purchase option Nov. 2027	\$ 18,000.00
			Options at end of term for either option above:	
			Purchase for stated price, return, or refinance	
			<i>Subtotal</i>	
			<i>Sales Tax</i>	
			TOTAL	

Notes

*Sales tax not included if applicable



HR™ SERIES



NEXT GENERATION PRODUCTIVITY

The HR™ Series delivers unmatched productivity and industry-leading efficiency. Setting the standard, the HR600 mows up to 13.8 acres of grass per hour. Getting more done, the HR700 cuts up to 17.0 acres per hour, and the highly efficient HR800 covers up to 21.3 acres per hour. Durable SureStrength™ decks and smooth maneuverability make it the ideal mower for sports fields, parks, schools, airports, golf courses, and commercial grounds. With a compact chassis design that delivers effortless 180 turning which leaves no uncut grass in its path, the HR Series exceeds performance expectations for wide area rotary mowers.

11.4" TO 16'
WIDTH OF CUT

SURETRAC™
4-WHEEL DRIVE

INCOMMAND™
ON-BOARD
DIAGNOSTICS

TIER 4
FINAL DIESEL
ENGINE



HR SERIES

JACOBSEN® ADVANTAGE

For over 95 years, Jacobsen has been designing and manufacturing industry-leading turf maintenance equipment. A strong focus on engineering innovative technology has led to advancements that deliver impeccable quality of cut on user-friendly equipment.



OPTIONAL CAB



16' WIDTH OF CUT

EQUIPPED AS STANDARD

- SureTrac™ 4WD
- Fully sealed, maintenance free rear axle
- Foldable ROPS
- Cruise control
- 3.8in. full color display screen
- Password protected, programmable travel speeds
- Tilt steering wheel
- Selectable manual, automatic, and creep modes
- 4-point tie downs
- Reversing fan to keep air intake screen clear (HR800 only)
- ISO mounted operator's platform
- Fully adjustable suspension seat with seat belt
- Armrest controls

OPTIONS

- Road light kit
- Canopy/sunshade
- Climate controlled cab
- Cab accessories:
 - Road light kit
 - Rear wiper kit

ENGINE	HR600	HR700	HR800
TYPE	Kubota® V2403-CR-T-E4B 4-cyl, turbo diesel	Kubota® V2403-CR-T-E4B 4-cyl, turbo diesel	Kubota® V3307-CR-T-E4B 4-cyl, turbo diesel
RATED HORSEPOWER* (GROSS)	65.2HP (48.6 kW) @ 2700 rpm	65.2HP (48.6 kW) @ 2700 rpm	74.3HP (55.4 kW) @ 2500 rpm
EMISSION LEVEL	EPA Tier 4 Final (EU Stage IIIB)		
COOLING SYSTEM	Side-by-side radiator/hydraulic oil cooler; pressurized; 8 qt (7.6 L) capacity, 8.5 fins per inch		Side-by-side radiator/hydraulic oil cooler; reversing fan; pressurized, 14.7 qt (13.9 L) capacity, 8.5 fins per inch
FUEL CAPACITY	20.4 gal (77.1 L)		29.5 gal (109.8 L)
ELECTRICAL SYSTEM	12-volt, input/output controller, 60 amp alternator. Overload protection with automotive type fuses.		12-volt, input/output controller, 90 amp alternator. Overload protection with automotive type fuses.
TRACTION & DRIVE			
TRACTION SYSTEM	Hydrostatic closed loop parallel-cross-series SureTrac™ system; variable displacement piston pump; front high torque piston wheel motors		
DECK DRIVE	Seven individual hydraulic motors with self-lubricating integral bearings	Nine individual hydraulic motors with self-lubricating integral bearings	
HYDRAULIC CAPACITY	13.3 gal (50.2 liter) capacity reservoir		20.3 gal (76.8 liter) capacity reservoir
HYDRAULIC SYSTEM	O-ring face seal fittings, 10 micron remote charge filters, suction screen at tank, oil cooler side by side radiator, diagnostic test ports.		
SPEED (MAXIMUM)			
MOWING	10 mph (16.4 km/h)		11 mph (17.7 km/h)
TRANSPORT	15.5 mph (25 km/h)		20 mph (32.2 km/h)
REVERSE	4 mph (6.4 km/h)		6 mph (9.6 km/h)
TIRES, BRAKES & STEERING			
FRONT TIRES	26 x 12-12 tubeless 6 ply		26.5 x 14-12 tubeless 6 ply
REAR TIRES	20 x 10-8 tubeless 6 ply		20 x 10-8 tubeless 6 ply
SERVICE BRAKE	Dynamic through traction system		Dynamic through traction system, emergency brake
PARKING BRAKE	Automatic wet parking brakes integrated into wheel motors		
STEERING	Power Steering		
DECKS & CUTTING			
OVERALL CUTTING WIDTH	137 in. (3.5 m)		192 in. (4.9 m)
NUMBER AND SIZE	One 60 in. (1.52 m) front deck; Two 44 in. (1.12 m) wing decks	One 60 in. (1.52 m) front deck; Two 60 in. (1.52 m) wing decks	One 72 in. (1.83 m) front deck; Two 56 in. (1.68 m) wing decks
DECK CONSTRUCTION	11 gauge (3 mm) Domex high strength steel shell		
CASTOR WHEELS	Eight, 4 x 11 in. smooth tires		Ten, 4 x 11 in. smooth tire
DECK LIFT/LOWER	Fingertip operated joysticks for individual deck lift/lower; cross cut position; front deck service position. Electronic safety locks.		
WEIGHT TRANSFER	On demand electrically operated hydraulic weight transfer system		
HEIGHT-OF-CUT**	1.0 - 4.75 in. (25-121mm) in 0.25 in. (6.4 mm) increments	1.0 - 4.5 in. (25-114 mm) in 0.5 in. (12.7 mm) increments	1.0 - 6.0 in. (25-152 mm) in 0.5 in. (12.7 mm) increments
CUTTING CAPACITY	13.8 acres/hour at 10.0 mph (5.6 ha/hr at 16.0 km/h)	17.0 acres/hour at 10.0 mph (5.9 ha/hr at 12.0 km/h)	21.3 acres/hour at 11.0 mph (8.62 ha/hr at 17.7 km/h)
WEIGHT & DIMENSIONS			
WORKING WEIGHT (WITH ROPS)	3873 lbs (1756 kg)	4119 lbs (1868 kg)	4801 lbs (2173 kg)
LENGTH	143 in. (3.62 m) front deck down	143 in. (3.62 m) front deck down	147 in. (3.66 m) front deck down
HEIGHT	83 in. (2.1 m)	92 in. (2.34 m)	95 in. (2.41)
TRANSPORT WIDTH	65 in. (1.67 m)	65 in. (1.67 m)	77 in. (1.96 m)

* Engine power is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use

** Height of cut depends on turf condition, reel wear and bedknife installed

NOTE: Specifications, while correct at time of printing, may change without notice.