

Board of Education Regular Meeting  
Monday, February 20, 2017 7:00 PM  
Superintendent's Office Wausa Public School  
300 S. Bismark St.  
PO Box 159  
Wausa, NE 68786-0159

### **Wausa Public Schools Board of Education Vision Statement**

*We believe that all the youth of this community should be given an equal opportunity for a general education that will help them to become good citizens for democratic living.*

*We believe our school should provide an educational environment that will assist all student to fulfill their needs, interests, and abilities so that they may develop to their maximum capabilities.*

*We believe that it is as important to learn to live a full and complete life as it is to learn to be self-sufficient.*

*Therefore, the total development of each individual to his/her highest potential is the primary concern of the Wausa School System.*

### **Wausa Public Schools: Educating Today's Students for Tomorrow's Future!**

1. Call to Order
  - 1.1. Pledge of Allegiance
  - 1.2. Excuse Absent Board Members
2. Approval of Consent Agenda
  - 2.1. Agenda
  - 2.2. Minutes of previous meeting
3. Guests
4. Financial Reports
  - 4.1. Treasurer

- 4.2. Claims
- 4.3. Activity
5. Action Items
  - 5.1. Hire Sherri Plumbtree as a driver's Education Instructor for the 2016-17 School year (Summer) at 230.00 per child enrolled.
  - 5.2. Approve Superintendent Contract Amendment
  - 5.3. Approve Bid on Bleachers in the Gymnasium
  - 5.4. Accept Resignation of Mr. Chip Bartos, Physical Education Teacher
  - 5.5. Approve Proposed Master Calendar
6. Reports
  - 6.1. Superintendent
  - 6.2. Principal
  - 6.3. Activities Director
  - 6.4. Committee Reports/Strategic Planning
7. Discussion Items
  - 7.1. Building Survey Bids from Olsson Associates, Lamp Rynearson
  - 7.2. Principal Contract
  - 7.3. Board of Education Representative on Wausa Foundation Board of Directors
8. Executive (Closed) Session (If needed)
9. Dates of Future Board Meetings
10. Adjourn

TREASURER's REPORT  
February 20, 2017

BALANCE ON HAND AT LAST MEETING \$1,569,854.24

GENERAL FUND RECEIPTS:

PreSchool snacks	294.40	
PreSchool tuition	1,648.00	
Commercial State Bank, interest	117.34	
State of Nebraska:		
Sp Ed, school age	15,688.00	
IDEA	27,088.00	
State Apportionment	32,359.37	
Knox County Treasurer	72,566.96	
Pierce County Treasurer	21,840.33	
Cedar County Treasurer	19,792.39	
Total Receipts		\$191,394.79

TOTAL FUNDS AVAILABLE \$1,761,249.03

GENERAL FUND DISBURSEMENTS:

Bills approved last month	74,194.69	
January payroll	163,485.44	
Total Disbursements		\$237,680.13

BALANCE ON HAND \$1,523,568.90  
less cash reserve -700,000.00  
\$823,568.90

BALANCE ON HAND IN:

Lunch fund, checking	\$ 38,647.40
Building fund, checking	\$ 651,081.23
Building fund, CD's	\$ 13,158.19
Qualified Capital fund, checking	\$ 69,761.47
Unemployment fund, checking	\$ 5,502.07
Unemployment fund, CD's	\$ 5,703.58
Depreciation fund, checking	\$ 468,670.15
Employee Benefit fund, checking	\$ 618.01
Cooperative fund, checking	\$ 236,692.26

<u>Vendor Name</u>	<u>PO Number</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
Checking	1			
Checking	1	Fund: 01 General Fund		
AMERICINN KEARNEY		89267	01/07/2017	65.00
01 2750 339 1 000	BUS DRIVER CLASS LODGING - TREVOR M		32.50	
01 2750 339 2 000	BUS DRIVER CLASS LODGING - TREVOR M		32.50	
<b>Vendor Total:</b>				<b>65.00</b>
ANDERSON, MICHAEL		1-2017	02/01/2017	300.00
01 2620 690 1 000	JAN SNOW REMOVAL		150.00	
01 2620 690 2 000	JAN SNOW REMOVAL		150.00	
<b>Vendor Total:</b>				<b>300.00</b>
BARNEY, JOSH		26	02/10/2017	3,573.19
01 1160 318 1 000	TECH SERVICES		1,265.33	
01 1160 318 2 000	TECH SERVICES		1,265.33	
01 1200 318 1 000	TECH SERVICES		188.22	
01 1200 318 2 000	TECH SERVICES		390.96	
01 3540 318 1 000	TECH SERVICES		201.92	
01 2212 318 1 000	STAFF TRAINING		142.16	
01 2212 318 2 000	STAFF TRAINING		119.27	
<b>Vendor Total:</b>				<b>3,573.19</b>
BLACK HILLS ENERGY		451662756 2-	02/08/2017	1,628.26
		2017		
01 2610 321 1 000	ELEM HEATING FUEL		1,628.26	
BLACK HILLS ENERGY		4676830392	02/08/2017	727.45
		2-2017		
01 2750 339 1 000	BUS BARN HEATING FUEL		363.72	
01 2750 339 2 000	BUS BARN HEATING FUEL		363.73	
BLACK HILLS ENERGY		4744338630	02/08/2017	3,252.85
		2-2017		
01 2610 321 2 000	HS HEATING FUEL		3,252.85	
<b>Vendor Total:</b>				<b>5,608.56</b>
BROADWAY MERCANTILE		388852	11/21/2016	28.46
01 1100 410 2 000	ITE CLASSROOM SUPPLIES		28.46	
BROADWAY MERCANTILE		388853	02/01/2017	126.21
01 2610 410 1 000	SPREADER, BULBS, HACKSAW, PLUMBINGKIT, DUST		54.87	
01 2610 410 2 000	SPREADER, BULBS, HACKSAW, PLUMBINGKIT, DUST		54.87	
01 1100 410 2 000	BLACK PAINT - ART ROOM		16.47	
<b>Vendor Total:</b>				<b>154.67</b>

<u>Vendor Name</u>	<u>PO Number</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
01 2510 318 1 000	COPIER LEASE/DEPOSIT		1,299.99	
01 2510 318 2 000	COPIER LEASE/DEPOSIT		818.99	
<b>Vendor Total:</b>				<b>2,615.86</b>
ELAN FINANCIAL SERVICES		1-2017	02/01/2017	129.33
01 1100 460 2 000	REFUND TAX CHARGES		(33.55)	
01 1200 410 1 000	BOOSTER SEAT FOR SP ED VAN		12.98	
01 2212 690 1 000	STAFF DEVELOPMENT BOOKS		74.95	
01 2212 690 2 000	STAFF DEVELOPMENT BOOKS		74.95	
<b>Vendor Total:</b>				<b>129.33</b>
EMC INSURANCE COMPANIES		B-75230115	01/23/2017	552.00
01 1100 240 1 000	ADDITIONAL WORK COMP PREMIUM		176.00	
01 1100 240 2 000	ADDITIONAL WORK COMP PREMIUM		176.00	
01 2610 240 1 000	ADDITIONAL WORK COMP PREMIUM		50.00	
01 2610 240 2 000	ADDITIONAL WORK COMP PREMIUM		50.00	
01 2750 240 1 000	ADDITIONAL WORK COMP PREMIUM		50.00	
01 2750 240 2 000	ADDITIONAL WORK COMP PREMIUM		50.00	
<b>Vendor Total:</b>				<b>552.00</b>
HILLYARD/SIOUX FALLS		602379879	01/12/2017	814.69
01 2610 410 1 000	TOWELS, POLISH, SOAP. SPRAYERS, HANDLES		407.34	
01 2610 410 2 000	TOWELS, POLISH, SOAP. SPRAYERS, HANDLES		407.35	
HILLYARD/SIOUX FALLS		602386561	01/18/2017	10.11
01 2610 410 1 000	FOAM SOAP		5.06	
01 2610 410 2 000	FOAM SOAP		5.05	
HILLYARD/SIOUX FALLS		700272046	02/10/2017	114.28
01 2620 410 1 000	BLADES FOR SCRUBBER		57.14	
01 2620 410 2 000	BLADES FOR SCRUBBER		57.14	
<b>Vendor Total:</b>				<b>939.08</b>
HOMETOWN LEASING		1	02/18/2017	1,279.99
01 3540 327 1 000	COPIER LEASE		213.33	
01 2510 318 1 000	COPIER LEASE		640.00	
01 2510 318 2 000	COPIER LEASE		426.66	
<b>Vendor Total:</b>				<b>1,279.99</b>
JOSTEN'S, INC.		19290119	12/12/2016	424.66

<u>Vendor Name</u>	<u>PO Number</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
01 2120 291 2 000	L.T.D. INSURANCE			10.34
01 2750 291 2 000	L.T.D. INSURANCE			3.24
01 4200 291 1 000	L.T.D. INSURANCE			4.81
01 3540 291 1 000	L.T.D. INSURANCE			12.41
01 2400 291 2 000	L.T.D. INSURANCE			17.73
01 2510 291 1 000	L.T.D. INSURANCE			7.34
01 2510 291 2 000	L.T.D. INSURANCE			7.34
01 2610 291 1 000	L.T.D. INSURANCE			16.92
01 2610 291 2 000	L.T.D. INSURANCE			16.91
01 2750 291 1 000	L.T.D. INSURANCE			3.24
01 2222 291 1 000	L.T.D. INSURANCE			3.37
01 2222 291 2 000	L.T.D. INSURANCE			3.37
01 2320 291 1 000	L.T.D. INSURANCE			15.93
01 2320 291 2 000	L.T.D. INSURANCE			15.93
<b>Vendor Total:</b>				<b>447.80</b>
NE DOL/BOILER INSPECTION PROG		104272.	01/05/2017	96.00
01 2620 690 1 000	BOILER CERTIFICATES			96.00
<b>Vendor Total:</b>				<b>96.00</b>
NEBRASKA ASSOC OF SCHOOL BOARD		17-18	01/29/2017	3,058.00
01 2310 630 1 000	ANNUAL MEMBERSHIP DUES FOR NASE			1,529.00
01 2310 630 2 000	ANNUAL MEMBERSHIP DUES FOR NASE			1,529.00
NEBRASKA ASSOC OF SCHOOL BOARD		41286	01/06/2017	145.00
01 2320 690 1 000	LEGISLATIVE ISSUES CONFERENCE			72.50
01 2320 690 2 000	LEGISLATIVE ISSUES CONFERENCE			72.50
<b>Vendor Total:</b>				<b>3,203.00</b>
NEBRASKA SAFETY CENTER @ UNK		57-4121BUS	02/01/2017	150.00
01 2750 339 1 000	LEVEL 1 BUS COURSE - TREVOR M			75.00
01 2750 339 2 000	LEVEL 1 BUS COURSE - TREVOR M			75.00
<b>Vendor Total:</b>				<b>150.00</b>
NORTHEAST NEBRASKA NEWS COMPANY		20136	01/31/2017	102.79
01 2310 350 1 000	BOARD MINUTES			51.39
01 2310 350 2 000	BOARD MINUTES			51.40
<b>Vendor Total:</b>				<b>102.79</b>
NORTHEAST NEBRASKA TEACHER ACADEMY		1STSEM16-17	01/16/2017	200.00

<u>Vendor Name</u>	<u>PO Number</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>			<u>Amount</u>	
01 2320 250 1 000	FLEX ADMINISTRATION			16.82	
01 2320 250 2 000	FLEX ADMINISTRATION			16.82	
				<b>Vendor Total:</b>	<b>128.73</b>
THOMPSON CO., THE		1854258	01/25/2017	78.55	
01 2610 410 1 000	CAN LINERS			39.28	
01 2610 410 2 000	CAN LINERS			39.27	
				<b>Vendor Total:</b>	<b>78.55</b>
TIMMERMAN, CRAIG		351819	02/06/2017	525.00	
01 2620 690 1 000	SNOW REMOVAL			262.50	
01 2620 690 2 000	SNOW REMOVAL			262.50	
				<b>Vendor Total:</b>	<b>525.00</b>
VIKING LUMBER INC		6275	01/06/2017	12.34	
01 2610 410 2 000	SHOWER CADDY			12.34	
VIKING LUMBER INC		6276	01/06/2017	24.68	
01 2610 410 2 000	SHOWER CADDIES			24.68	
VIKING LUMBER INC		6287	01/12/2017	90.25	
01 2610 410 1 000	BACKPACK TOOL BAG			45.13	
01 2610 410 2 000	BACKPACK TOOL BAG			45.12	
VIKING LUMBER INC		6317	01/16/2017	42.68	
01 2610 410 1 000	ICE MELT			21.34	
01 2610 410 2 000	ICE MELT			21.34	
VIKING LUMBER INC		6360	01/23/2017	158.53	
01 2610 410 1 000	ICE MELT			79.27	
01 2610 410 2 000	ICE MELT			79.26	
VIKING LUMBER INC		6395	01/29/2017	12.34	
01 2610 410 2 000	SHOWER CADDY			12.34	
				<b>Vendor Total:</b>	<b>340.82</b>
WIEBELHAUS, SHELBY		807CEN	01/31/2017	102.79	
01 1200 410 1 000	CLASSROOM SUPPLIES			102.79	
				<b>Vendor Total:</b>	<b>102.79</b>
Y & Y LAWN SERVICE		2017	02/15/2017	1,330.00	
01 2620 690 1 000	FOUR STEP LAWN SERVICE			665.00	
01 2620 690 2 000	FOUR STEP LAWN SERVICE			665.00	
				<b>Vendor Total:</b>	<b>1,330.00</b>

<u>Vendor Name</u>		<u>Description</u>	<u>Amount</u>	<u>Check Total</u>
<u>Checking</u>	1			
<b>Checking</b>	1	<b>Fund: 01 General Fund</b>		
BLOOMFIELD COMMUNITY SCHOOL		INSTRUCTIONAL	8,981.77	
			<b>Vendor Total:</b>	<b>8,981.77</b>
			<b>Fund Total:</b>	<b>8,981.77</b>
			<b>Checking Account Total:</b>	<b>8,981.77</b>

ACTIVITIES FUND BALANCE  
February 20, 2017

FUND	BALANCE 1/16/2017	RECEIPTS	DISBURSEMENTS	BALANCE 1/20/2017
Student Reimbursement	358.76	80.61	74.86	364.51
Courtesy Fund	1,670.07	29.02	0.00	1,699.09
Athletics	31,286.20	7,827.06	3,746.90	35,366.36
Class of 2021	330.00	30.00	.00	360.00
Music	11,066.93	452.22	88.56	11,430.59
Speech	11,156.33	0.00	3,298.69	7,857.64
Viking Yearbook	11,128.61	87.26	23.50	11,192.37
W-Club	1,913.66	568.60	0.00	2,482.26
Class of 2022	220.00	150.00	0.00	370.00
Class of 2017	1,836.93	0.00	0.00	1,836.93
Class of 2019	2,091.35	45.00	0.00	2,136.35
Class of 2018	1,998.82	140.00	188.50	1,950.32
HS Student Council	1,270.59	150.00	115.88	1,304.71
Class of 2020	1,290.00	48.00	0.00	1,338.00
Honor Society	1,483.46	0.00	0.00	1,483.46
Target Fund	2,745.28	0.00	0.00	2,745.28
Elem AR/Viking Store	7,709.56	0.00	0.00	7,709.56
FBLA	11,792.73	218.00	1,786.00	10,224.73
Elementary Garden	153.50	0.00	0.00	153.50
One-Act	10,579.10	110.25	107.48	10,581.87
Viking Achievement Award	121.10	0.00	0.00	121.10
Athletic Uniform Fund	0.00	0.00	0.00	0.00
Music Trip	3,330.81	0.00	0.00	3,330.81
Misc. Fund	192,917.69	0.00	0.00	192,917.69
FFA	5,300.34	0.00	0.00	5,300.34
Laptop Initiative	19,765.21	300.00	157.84	19,907.37
Music Chimes	3,047.67	0.00	0.00	3,047.67
<b>TOTALS</b>	<b>\$336,564.70</b>	<b>\$10,236.02</b>	<b>\$9,588.21</b>	<b>\$337,212.51</b>

2016-17  
Wausa Public School  
300 South Bismarck St.  
Wausa, NE 68786

EMPLOYEE'S WORK AGREEMENT  
**Sherri Plumbtree**

Knox County School District No. 54-0576, Wausa Public Schools, (hereinafter, the "District") herewith jointly set forth the terms of a Work Agreement by which the District agrees to employ the Employee, and the Employee agrees to be employed by the District as (Driver's Education Instructor), subject to reassignment and further subject to terms and conditions hereinafter listed.

1. Employee shall exert his/her best effort as (Driver's Education Instructor) toward the interests of the districts.
2. Employee shall be compensated at a rate of **(\$230.00 per Student)**, such compensation to be paid at the conclusion of the Driver's Ed Course. The course must include that each students receive a **minimum of 20 classroom hours and a minimum of 10 behind the wheel instructional hours** so as to meet the criteria set out in section 010 of Title 247 NAC 11 (Nebraska State Statute.)
3. The Employee or the Districts may, upon **(14)** calendar day's notice in written form, cancel this agreement and thus, void the terms and conditions of employment of the District.
4. The employee will perform such duties as are assigned by any superior designated by the Districts' administration or his/her designee without regard to any title or original assignment under this instrument.
5. Each School district will pay compensation to the employee separately, given the amount of students that are in each district that take the course.
6. Nothing herein shall be construed to vest any right in Employee to employment by the district in any capacity other than as herein specifically provided.
7. The District reserves the right to review the agreement prior to yearly renewal, making adjustments as deemed necessary. Said adjustments, if any, and subsequent agreement will be approved and signed by all parties represented.

Dated this 20th day of February, 2017.

**COUNTY SCHOOL DISTRICT  
NO. 54-0576, a/k/a WAUSA PUBLIC SCHOOLS**

\_\_\_\_\_  
Employee

By: \_\_\_\_\_  
Authorized Representative (Wausa)

## SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the **Knox County School District 54-0576, a/k/a Wausa Public Schools**, hereinafter referred to as "the Board," and **Bradley Hoelsing** hereinafter referred to as "the Superintendent." This contract supersedes all prior employment agreements between the parties.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 20<sup>th</sup> day of February 2017 the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**1. Position and Full-Time Equivalency (FTE) and Probationary Certificated Employee Status:**

The Superintendent shall service as Superintendent of Schools and grade 9 through grade 12 Principal. The Superintendent position shall have a full time equivalency (FTE) of .6 FTE, and the Principal position shall have a full-time equivalency (FTE) of .4 FTE. The Superintendent shall be a probationary certificated employee pursuant to Neb. Rev Stat. § 79-828, R. R. S.

**2. Term of Contract.** This Contract is for a term of two (2) years beginning on the 1st day of July, 2017, and expiring on the 30th day of June, 2019. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 245 days of service. Extensions ("roll-overs") may occur as follows:

- a. Superintendent's Notice of Intent to Extend. The Superintendent shall, between December 1 and December 31 each contract year, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.
- b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before February 15 in each contract year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.
- c. Board Negotiation of Salary. In the event that the board has agreed to extend the Superintendent's contract, the Board of Education must in writing between January 1<sup>st</sup> and February 1<sup>st</sup> reach an agreement with the superintendent on a negotiated salary and benefits package. The date of agreement can be altered/postponed upon mutual agreement of both the board and the superintendent, with the latest date for settlement to be scheduled no later than March 30<sup>th</sup>. The updated contract/amendment will be posted on the school website in a prominent place a minimum of 3 days before the regular board meeting in which the contract will be up for board action.
- d. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15<sup>th</sup>.

**2. Salary.** The Superintendent's total combined annual salary for the .6 FTE Superintendent position and the .4 Pre- Kindergarten through Grade 12 Principal for the 2017-2018 contract year shall be **One Hundred Ten Thousand Two Hundred Fifty Dollars (\$110,250)** and the annual salary 2017-2018 contract year for such positions shall be set by the Board in February 2018. The salary for the 2018-2019 contract year and shall not be less than the salary for the 2017-18 contract year, in the absence of mutual agreement between the Board and the Superintendent.

The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- A. **Leave Benefits.** Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.
  1. **Vacation.** The Superintendent shall be allowed fifteen (15) working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
  2. **Carry-over and Accumulation of Vacation Days.** Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15). Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
  3. **Sick and Bereavement Leave.** The Superintendent shall be allowed the same amount of sick leave and bereavement leave days as provided in the negotiated agreement between the Wausa Education Association and the District.
  4. **Carry-over and Accumulation of Sick and Bereavement Days.** Unused sick leave and bereavement leave days may not be carried over from one contract year to a succeeding contract year when the sick and bereavement days exceed the negotiated agreement between the Wausa Education Association and the District.
  5. **Holidays.** The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
  6. **Log.** The Superintendent shall prepare and present to the Board a protocol for use in recording the Superintendent's vacation, sick and bereavement leave days, and he/she will report to the Board quarterly on his/her use of sick leave days and vacation days. The Superintendent maintain a current log of used vacation, sick and bereavement leave days with the Superintendent's secretary and report to the Board.
- B. **Insurance.** The Superintendent shall be provided group health insurance and dental insurance for which the Superintendent is qualified per the negotiated agreement between the District and the duly recognized collective bargaining agent for the teachers.
- C. **Section 125 Plan.** The Superintendent shall be permitted to participate in the District's Medical Reimbursement Plan for purposes of claiming qualifying health care and dependent care expenses.
- D. **Meetings and Dues.** The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position **upon the Superintendent's request.**

- E. Education. The district agrees to pay tuition, books, and fees required for the Education Doctorate Program at the University of South Dakota. The Superintendent accepts this benefit and agrees provide a voluntary pretax payroll deduction for expenses incurred in the program.
- F. Transportation Expenses. The District shall provide the Superintendent with transportation required in the performance of his official duties. If the Superintendent must drive the Superintendent's personal vehicle because all school vehicles are in use, the District will pay the Superintendent for mileage incurred at the approved District rate. The Superintendent will prepare and present to the Board a protocol for his use in recording mileage, the purpose of the trip, and the date and time of the trip.
- G. Other Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the performance of the Superintendent's duties under this Contract, including expenses for the Superintendent's professional growth through participation in professional meetings at the local, state and national level.
- H. Indemnification. The District shall defend, to the extent permitted by law, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or in the Superintendent's official capacity as agent and employee of the District. This obligation excludes litigation or other proceedings regarding criminal matters. It is limited to circumstances when the Superintendent was acting in good faith regarding a matter that arose while the Superintendent was acting within the scope of the Superintendent's employment and to matters in which Board has the authority to provide liability insurance coverage under state law. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceeding.
- I. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed by the District as the Superintendent at .6 FTE and Grade 9 through Grade 12 Principal at .4 FTE. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation and the Job Descriptions for each such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

The Superintendent shall reside in the Wausa School District.

**5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

**6. Evaluation of the Superintendent.** The Board shall evaluate the performance of the Superintendent in writing at least once each contract year. This evaluation and assessment shall be related to the position description of Superintendent and may include goals and objectives of the District for the year in question. As a material provision of this Contract, the Superintendent shall be responsible for notifying the board members in writing at least 40 days prior to the deadline for an evaluation, reminding them of the Board's obligation to evaluate,

and providing them with the required forms and/or any appropriate forms. The Board shall meet and discuss the evaluation process with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

The Board and Superintendent shall meet at least once a year to evaluate the Superintendent's performance. The meeting will be held in closed session if such may be done in compliance with the Open Meetings Act, provided that the Superintendent does not request the meeting be held in open session. If the Board determines that the Superintendent's performance is unsatisfactory, it shall provide the Superintendent a written description of instances or areas of unsatisfactory performance. The evaluation should include recommendations for improvement in all areas that the Board deems the Superintendent's performance to be unsatisfactory. The Superintendent may respond to the evaluation in writing and the response shall become a permanent attachment to his personnel file. The Board shall meet with the Superintendent within thirty days of delivering the written evaluation to discuss it.

**7. Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or Grade 9 through Grade 12 principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the months remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the Superintendent's salary and benefits, and if such disability continues for a period of 180 days or is permanent, or of such nature as to make the Superintendent unable to perform an essential function of the Superintendent's position, the Board may cancel or non-renew this Contract.

Section 79-824 of the Nebraska statutes states: "Probationary certificated employees also means superintendents regardless of length of service." As a condition of serving as Superintendent, the Superintendent accepts the statutory status of being a probationary employee and relinquishes any claim to continued status as a permanent or tenured employee.

**8. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been

adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**9. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**10. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 1st, 2017 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed <u>this 20<sup>th</sup> day of [February], 2017.</u></p> <p>_____</p> <p>Bradley Hoelsing, Superintendent</p>	<p>Executed this <u>20<sup>th</sup> day of [February], 2017</u></p> <p>Board of Education of Knox County School District 54-0576, a/k/a Wausa Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Secretary</p>
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# Interkal

Spectator Seating World Wide  
www.interkal.com

<b>Contracts made out to:</b> Interkal, LLC 5981 E. Cork St. PO Box 2107 Kalamazoo, MI 49003	<b>Mail Contracts and all correspondence to:</b> Heartland Seating, Inc. Phone: 913-268-0069 c/o Carroll Sliva Fax: 913-962-0803 11222 Johnson Drive Shawnee, KS 66203
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**PROJECT NAME: WAUSA HIGH SCHOOL**  
**SCOPE OF WORK: TELESCOPING STANDS**

**DATE: DECEMBER 12, 2016**

<ul style="list-style-type: none"> <li>◆ Two (2) banks of wall-attached, electrically powered, telescopic bleachers 8 rows x 81', 10 1/4" rise per row, 24" row spacing with 12" Interkal sculptured seat modules, available in 15 standard colors <ul style="list-style-type: none"> <li>• Seven (7) foot-level aisles with intermediate steps and self-storing aisle rails.</li> <li>• Eight (8) 1 row x 36" recoverable ADA notch outs without rails</li> <li>• Four (4) self-storing end rails</li> <li>• Four (4) vinyl end curtains</li> <li>• Three (3) column cutouts less than 26"</li> </ul> </li> </ul> <p>(208V, 3Phase) with disconnect responsibility of others. Electrical contractor to coordinate hook up from bleacher control box to power supply is required.</p>	
<b>TOTAL DELIVERED AND INSTALLED PRICE</b>	<b>\$67,995</b>

### IMPORTANT – TERMS AND CONDITIONS:

**This quotation shall be included by attachment with contract and is based on delivery second quarter (2<sup>nd</sup>) 2017 (quarterly pricing adjustments may apply).** Quotation is subject to acceptance within 60 days of issuance. Allow 4 to 5 weeks for approval drawings upon receipt of contract, project manual and plans. Allow for field check and approval time, then 90 to 120 days lead time to delivery (or call to discuss fast track options, if needed). For installations onto wood floors with finish coat, allow minimum 10 days cure for water base finished and 21 days for oil base finished before receipt of bleachers for installation. Site and gym are to be accessible for unload, staging materials in gym and beginning installation upon receipt of materials to avoid delays and added handling/storage charges. **Multiple moves, extra handling and or storage are not included.** Up to 45 days prior to delivery, orders may be pulled from production and rescheduled to Interkal's next available production date. Unless listed in the above scope "description" pricing does not include any miscellaneous licensing, permits, taxes or fees. Mandatory progress meetings shall be attended only when materials are on site as our installations generally occur at the end of the project.

Terms (unless specified otherwise): Materials, Net 30 days. Labor, 90% monthly estimate, balance upon completion. 1.5% per month to be charged on past due amounts. Applicable taxes must be added without proper exemption documents.

Should you wish to have any of the above conditions and terms altered or included with our bid, please call for revised quote.

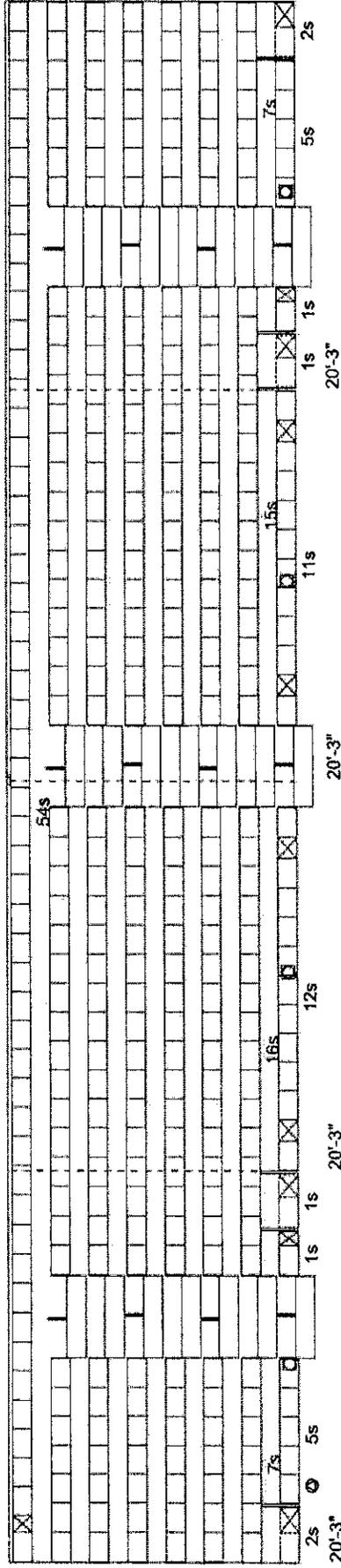
Thank you for the opportunity to be of service. Good luck with your project.

Sincerely, 

Carroll Sliva  
Heartland Seating, Inc.

**Wausa High School**  
 Bank 1 - 81'-0" Friction Power  
 Building Code: IBC 2009  
 83'-6" Clear Dimension  
 8 Row - 24 Span - 10.25 Rise  
 365 seats (SM12)

- POWER REQUIREMENTS:**
1. Wiring and non-fusible safety switch(es) suitable for the line voltage to be provided by electrical contractor or others with branch circuit protection to each not exceeding 15 amps.
  2. Branch circuit protection devices by others to be accessible when platforms are closed.
  3. Verify electrical information:  
 Circuit: 3 Phase, 208-230 Volts, 60 Hertz  
 Each 1/2 Horse Power Motor Draws 2.0-2.2 amps. Full Load.  
 Motors run simultaneously.
  4. Junction box(es) by electrical contractor to be mounted at locations TBD, 5' AFF.  
 Typical location shall be at section joints.

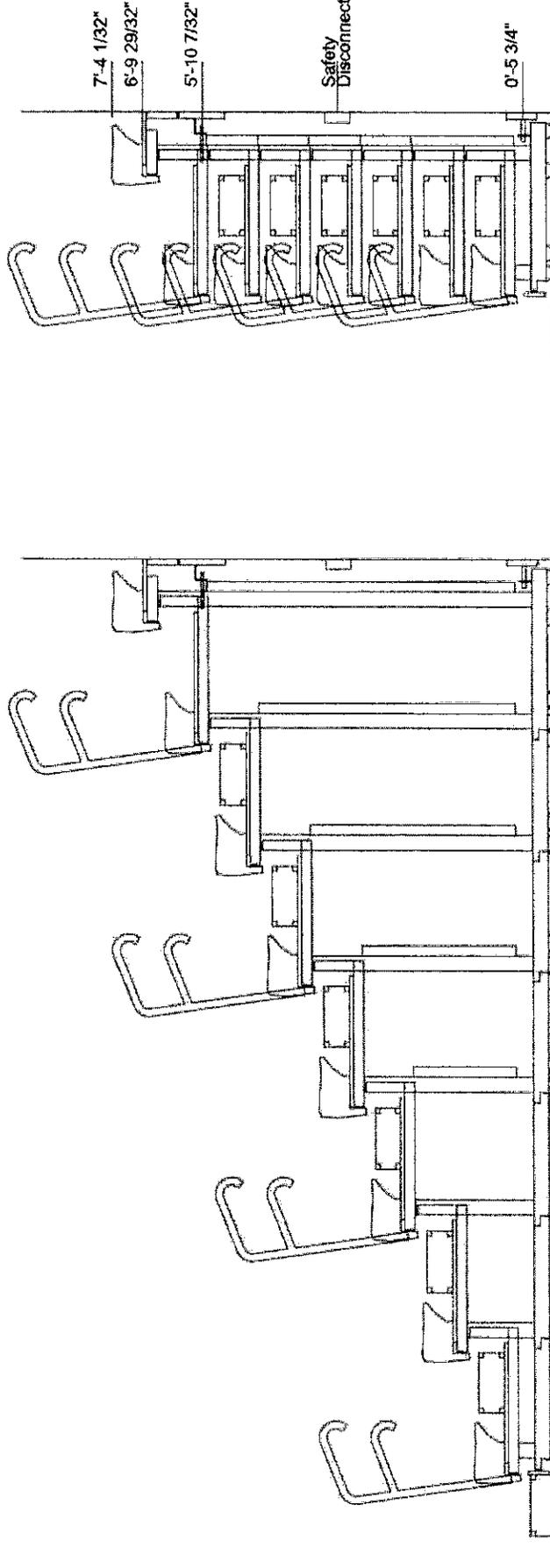


5981 East Cork Street, P.O. Box 2107, Kalamazoo, MI 49003-2107  
 telephone (269) 349-1521 fax (269) 349-6530

Drawings produced by this program are only as good as the information provided. These drawings are PRELIMINARY only.  
 All drawings created are subject to Interkal approval for design and construction capability.  
 Printed: March 14, 2016 v1.22.0

# Wausa High School

- Bank 1 - 8'1'-0" Friction Power
- Building Code: IBC 2009
- 8 Row - 24 Span - 10.25 Rise - Wall Attached
- 365 seats (SM12)
- 15'-6 23/32" Extended Dimension
- 3'-6 23/32" Closed Dimension
- 16'-0 23/32" Clear Dimension @ Aisle
- 3'-11 1/32" Court To Step Dimension
- 4'-5 1/32" Court To First Row Dimension



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Printed: March 14, 2016 V1.22.0

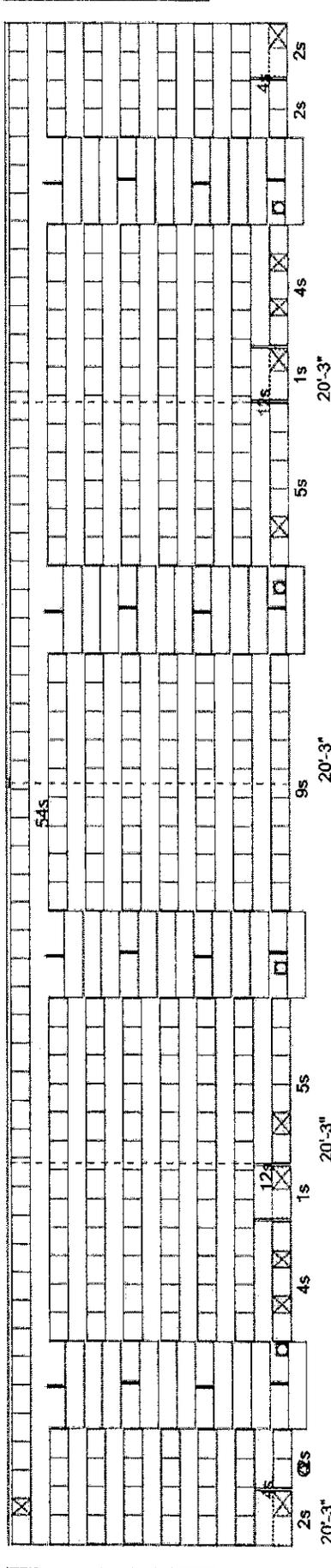
Side Elevation View

# Wausa High School

Bank 2 - 81'-0" Friction Power  
 Building Code: IBC 2009  
 83'-6" Clear Dimension  
 8 Row - 24 Span - 10.25 Rise  
 337 seats (SM12)

## POWER REQUIREMENTS:

1. Wiring and non-fusible safety switch(es) suitable for the line voltage to be provided by electrical contractor or others with branch circuit protection to each not exceeding 15 amps.
2. Branch circuit protection devices by others to be accessible when platforms are closed.
3. Verify electrical information:  
 Circuit 3 Phase, 208-230 Volts, 60 Hertz.  
 Each 1/2 Horse Power Motor Draws 2.0-2.2 amps. Full Load.  
 Motors run simultaneously.
4. Junction box(es) by electrical contractor to be mounted at locations TBD, 5' AFF.  
 Typical location shall be at section joints.

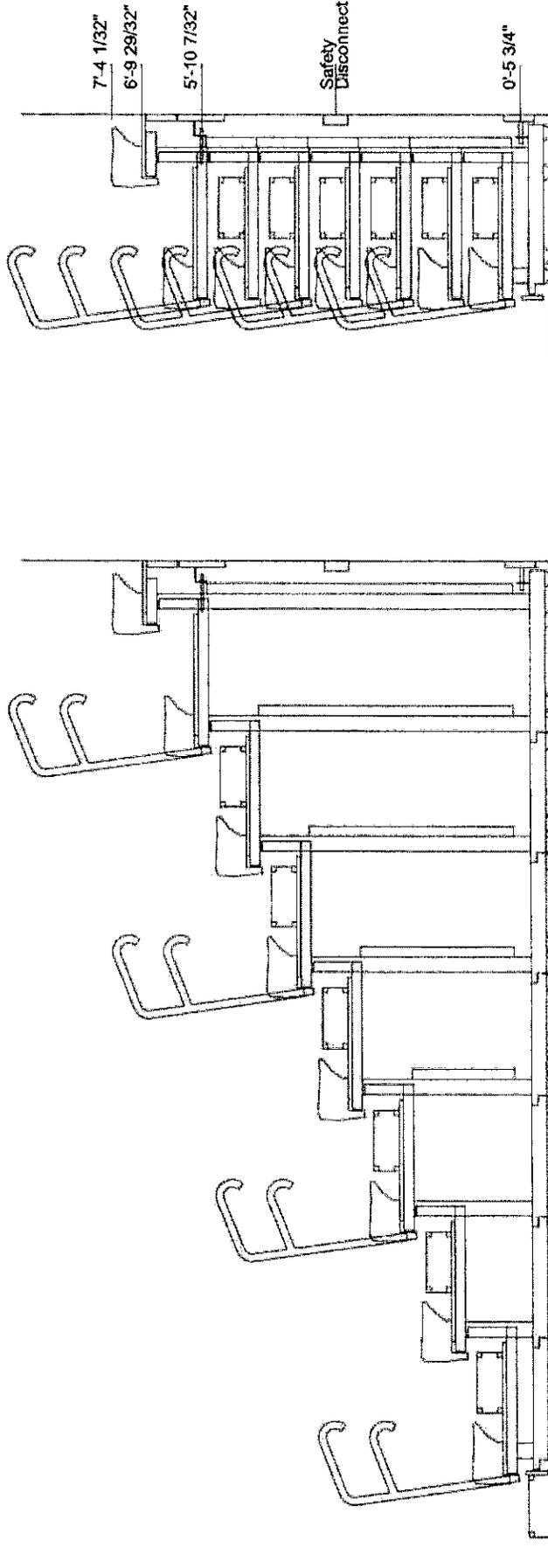


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 Printed: March 14, 2018 V1.22.0

# Wausa High School

- Bank 2 - 81'-0" Friction Power
- Building Code: IBC 2009
- 8 Row - 24 Span - 10.25 Rise - Wall Attached
- 337 seats (SM12)
- 15'-6 23/32" Extended Dimension
- 3'-6 23/32" Closed Dimension
- 16'-0 23/32" Clear Dimension @ Aisle
- 3'-11 1/32" Court To Step Dimension
- 4'-5 1/32" Court To First Row Dimension



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Printed: March 14, 2016 v1.22.0

Side Elevation View

2 of 2

MID-STATES  
SCHOOL EQUIPMENT CO, INC.

RON WUEBBEN, Regional Manager  
2712 West 24<sup>th</sup> Street Sioux Falls, SD 57105  
Ph: 605-977-3820 Fax: 605-339-4926  
Cell: 712-229-0709 email: [webb210@sis.midco.net](mailto:webb210@sis.midco.net)

QUOTATION

DATE: 2/13/17 DELIVERY DATE: 7/1/17  
or To be determined  
CUSTOMER: Greg Carr A.P.

SHIP TO ADDRESS:  
Wausa High School  
300 South Bismarck  
Wausa, NE. 68086

MANUFACTURER: Irwin Seating Co.  
PRODUCT: Bleachers  
FREIGHT INCLUDED: yes  
INSTALLATION: yes

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2	Banks of Bleachers (10" Module) Infinity Seat 81' plus Rails per side See Price Quote Descriptions		\$ 65,824.00
	Option 2 (12" module) Infinity Seat		\$ 66,732.00

Ron Wuebben

Sales Representative

Customer Acceptance

MID-STATES SCHOOL EQUIPMENT CO, INC.

FREIGHT IS INCLUDED IN THE ABOVE PRICING. INSTALLATION IS  
AVAILABLE UPON REQUEST OR INCLUDED IF STATED ABOVE

PRICE QUOTATION

3 of 3



Customer: <b>Mid-States School Equipment</b>	Date: <b>2/13/2017</b>
Contact: <b>Ron Wuebben</b>	Requested
Project: <b>Wausa High School</b>	Delivery Date: <b>7/1/2017</b>
Address: <b>Wausa, NE 68786</b>	Quote #: <b>QT171139</b>
County: <b>Knox</b>	

Irwin Seating Company  
 Telescopic Division  
 610 E. Cumberland  
 P.O. Box 320  
 Altamont, IL 62411  
 Telephone: (618) 483-6157  
 Fax: (618) 483-5539 or  
 (618) 483-6806

*Shipment 60-90 Days After All Approvals, Field checks & Color Selections  
 Delivery Date Will Be Assigned Based On Capacity Availability.*

*The pricing on this Quotation is based on the delivery date no later than December 31, 2017. If delivery is postponed to January 1, 2018 through June 30, 2018, a 3% Delivery Escalation will be added, as well as for each 6 month interval following.  
 Orders placed after pricing has expired may be subject to a price increase.*

- \*\* Bidding Standard Irwin Seating Company Telescopic Product, Specifications And Finishes Only!
- \*\* Bidding Standard Black Powder Coat Understructure & Railings Only.
- \*\* Bidding Standard Model 4500 Bleacher Product With 4" x 1" wheels.
- \*\* Wheelchair Spaces To Be Located By Bleacher Manufacturer.
- \*\* No Specifications or Drawings Were Provided At The Time Of Quotation.
- \*\* Bidding 2 Of 15 Standard Plastic Colors.

**Release A**

**Group 1 - North Side - Option Description**

- Model 4500 Bleacher Requirements
- 81' - 0" plus end rails (4 Rectangular Sections)
- 8 Seating Rows
- 10" Rise
- 24" Spacing
- Panelam 5/8 Decking
- Standard 11 inch Deck Level Filler
- Wall attached
- \* 208/230 VAC, Three Phase IDS Power System  
 With Motion Monitor Indicator
- 348 10" Infinity Seats (18" Wide Seats), Tread Mounted on Telescopic
- 2 Sets of Self Storing End Rails Starting At Row 3
- 4 - 36" x 24" Recov. Wheel Chair Spaces w/No Rail
- Galvanized Nose and Rear Beam
- Aisle #1 is 54 inches wide, with  
     Smart Rail  
     Standard Steel steps including Removable Front Step
- Aisle #2 is 54 inches wide, with  
     Smart Rail  
     Standard Steel steps including Removable Front Step
- Aisle #3 is 54 inches wide, with  
     Smart Rail  
     Standard Steel steps including Removable Front Step
- Aisle #4 is 54 inches wide, with

4 Aisles

PRICE QUOTATION

4074



Customer: <b>Mid-States School Equipment</b>	Date: <b>2/13/2017</b>
Contact: <b>Ron Wuebben</b>	Requested
Project: <b>Wausa High School</b>	Delivery Date: <b>7/1/2017</b>
Address: <b>Wausa, NE 68786</b>	
County: <b>Knox</b>	Quote #: <b>QT171139</b>

Irwin Seating Company  
 Telescopic Division  
 610 E. Cumberland  
 P.O. Box 320  
 Altamont, IL 62411  
 Telephone: (618) 483-8157  
 Fax: (618) 483-5539 or  
 (618) 483-6806

Smart Rail  
 Standard Steel steps including Removable Front Step  
 Engineering Certification  
 Estimated Seating Capacity = 348 + 4 Recoverable Wheel Chair Spaces

**Group 2 - South Side - Option Description**

Model 4500 Bleacher Requirements  
 81' - 0" plus end rails (4 Rectangular Sections)  
 8 Seating Rows  
 10" Rise  
 24" Spacing  
 Panelam 5/8 Decking  
 17 inch Deck Level Filler  
 Wall attached  
 \* 208/230 VAC, Three Phase IDS Power System  
 With Motion Monitor Indicator  
 369 10" Infinity Seats (18" Wide Seats), Tread Mounted on Telescopic  
 2 Sets of Self Storing End Rails Starting At Row 3  
 3 - 36" x 24" Recov. Wheel Chair Spaces w/No Rail  
 Field Notch Bleachers Around 3 Columns With Additional Column Supports (**Drain Pipes 6" x 6"**)  
 Galvanized Nose and Rear Beam  
 Aisle #1 is 54 inches wide, with  
 Smart Rail  
 Standard Steel steps including Removable Front Step  
 Aisle #2 is 54 inches wide, with  
 Smart Rail  
 Standard Steel steps including Removable Front Step  
 Aisle #3 is 54 inches wide, with  
 Smart Rail  
 Standard Steel steps including Removable Front Step  
 Engineering Certification  
 Estimated Seating Capacity = 369 + 3 Recoverable Wheel Chair Spaces

} 3 Aisles

**Chip Bartos**

605 S. Sherman St.

Wausa, NE 68786

402-682-2369

chipbartos@wausaschools.org

**February 15, 2017**

Wausa Board of Education

Wausa Public Schools

300 Bismark St.

Wausa, NE 68786

**Dear Wausa Board of Education:**

It has been a great privilege having the opportunity to teach and coach at Wausa Public Schools for the past three years. However, I am writing this letter to inform you of my resignation as the K-12 physical education teacher, head football coach, assistant golf coach, and junior high athletics coach. I have been offered a position at Giltner Public School, and have decided to accept that offer. I will fulfill my obligations to this school until the completion of this school year.

I have greatly enjoyed the time I have spent coaching and teaching in Wausa. I have grown greatly as both a teacher and a coach through the mentoring that has been provided in my time here. I will miss all of the great staff and students in this school. Thank you again for giving me this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chip Bartos', with a long horizontal flourish extending to the right.

**Chip Bartos**

# 2017-2018 Wausa Public Schools Master Calendar

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
S	M	T	W	T	F	S
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19	20	21	22	23	24	25
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						11

September 2017						
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						20

October 2017						
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						20

November 2017						
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						20

December 2017						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

**Wausa Public Schools**  
 300 S. Bismark St. PO Box 159  
 402-586-2255 (Fax) 402-586-2406  
 Wausa, NE 68786

## Master Calendar of Events

- Aug 9-13 Knox County Fair
- Aug 14-16 Teacher Inservice
- Aug 17 First Day for Students
- Sept 4 Labor Day NO SCHOOL
- Oct 3 PT Conferences 12:00-8:00 PM
- Sept 18 Mid Term 1st Quarter
- Oct 19 End of 1st Quarter
- Oct 20 Fall Break NO SCHOOL
- Nov 18 Mid Term 2nd Quarter
- Nov 23-26 Thanksgiving Vacation
- Dec 22 End 2nd Quarter/1st Semester
- Dec 23-Jan 2 Christmas Break
- Feb 2 Mid Term 3rd Quarter
- Feb 19 Presidents' Day NO SCHOOL
- Mar 6 PT Conferences 12:00-8:00 PM
- Mar 9 End 3rd Quarter
- Mar 29-Apr 2 Easter/Spring Break NO SCHOOL
- Apr 16 Mid Term 4th Quarter
- May 12 Graduation 2:00 PM
- May 17 Last Day of School K-12 2:00 Dismissal
- May 18th State Track
- May 21 Inservice Day

January 2018						
S	M	T	W	T	F	S
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						21

February 2018						
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						19

March 2018						
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						19

April 2018						
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May 2018						
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27	28	29	30	31		
						13

June 2018						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

First & Last Day of School    
  Teacher Inservice    
  Mid Term/End of Quarter  
 Holiday NO SCHOOL    
  PT Conferences

Student Days: 179

Teacher Days: 185

**1. ACT Prep**

Mr. Conn met with NDE staff last week on measures to implement ACT Prep to the Juniors before ACT Testing for our school starts in April. He has made binders for both the students as well as staff, and will meet with all CORE 9-12 staff members on how to implement John Baylor Test Prep in our school across all CORE curricular levels. I would strongly suggest that next year we include sophomores in our testing protocols and get the ACT Practice tests set up for them to start as well. The practice tests are fairly reasonable (35.00 per student, unlimited tests) and would allow the students to test in a timeframe that meets their needs. This year is an experimental year for all school districts, once we get an idea of how to implement this correctly, we will come up with a plan over the summer and have a better idea on how to prepare all of our kids for the ACT test.

**2. Staffing**

Mr. Bartos tendered his resignation to the board. I wish him the best of luck in his new position in Giltner. I also want to discuss how to handle Mrs. Hennings classes in the future.

**3. 2017-18 Budget**

Until the legislative session is finished, it is going to be tough to work on the budget until I know what the new rules will be. Currently the law I am watching is LB 576, the Property Tax Freeze Tax initiative. The other one is LB 144 which would lower the property tax assessed on ag land from 75% of market value to 20% of market value in a period of 5 years. That would impact our budget immensely. LB 265 discusses increasing TEOSSA to accommodate the shortfall at a maximum of 5,500.00 Per student in 5 years. That would create a budget shortfall of about \$450,000.00 in our current budget. My fear is that to increase TEOSSA, you have to increase income tax, something that I agree with, but it is something that the governor has promised to veto. If the legislation to pass the ag land evaluation passes, and the plan to increase TEOSSA fails, game over for Wausa Public schools, and probably every school around us.

**4. Strategic Planning Master Plan Update**

- a. **Education Programs Goal-** I met with Otto a week and a half ago and went over our process on our education programs goal. Tish and I have created a Textbook rotation program that I feel is fiscally responsible and meets the needs of our kids. That process you can find on the Wausa School website under board of education. Our next step is to gather our staff in a multiple day workshop for curriculum alignment to their various standards. That will begin this spring and go into the fall workshop schedule. **We are on Target in meeting our goals in that area.**
- b. **Maintain Student Enrollment Goal-** I met with Megan Hanefelt, who works with Knox County Economic Development. She and Lowell Shroeder are starting to work with the Village board to get them started on their strategic planning. They

Superintendent's Report

Regular BOE Meeting, Feb. 20<sup>th</sup>, 2017

are planning on meeting with me either this week or next over the phone to share commonalities and first steps for the village board. **We are ahead of Target in meeting our goals in this area.**

- c. **School Facilities/Transportation Goal-** I have two bids of services from two engineering firms. One is for \$9,000 and one is for \$6,500. These bids are for grades on the outside of the building as well as utilities, slopes, etc. Once we have these done then we get an I also met with Tony Marks and we have a listing of vehicles and large custodial equipment. This is available online. We need to get pictures of the vehicles, and Tony needs to create a year to year budget on general custodial supplies. Tony has done an excellent job on the custodial supplies budget. We had a hit on snow removal, but other than that we are either on or under budget with custodial supplies this year. We need to get a meeting with our building and grounds crew together this next month. We also need to meet with an actual architect this spring to go over needs, and how we can address these needs. Until we do those two things, **we are behind Target in meeting our goals in this area.**
- d. **Food Service Programs Goal-** I am putting together a survey for the students and parents about our food service. I am also working with local entities to explore options on Nebraska Beef opportunities in the lunch program. This is being worked on by members of the Creighton Board of Education as well. Our hope is to create a Knox county beef program where Wausa Lockers is the USDA facility that does the meat preparation. Finally, I will have a meeting on Friday with Mrs. Hoelsing and members of NDE in developing a culinary arts program to explore using food service in our school as an education opportunity for kids. **We are on Target in meeting our goals in this area.**
- e. **Technology Programs Goal-** I met with the Negotiations/Finance committee on administrative, and classified staff (including technology coordinator.) I also sent an email to Jim Hopkins at ESU1 on other schools that have a developed tech coordinator job description so that we can have a template on which to develop the coordinator position based on our needs in this area. The E-Rate infrastructure installment is becoming complete. Finally, I need to meet yet with members of our faculty (I am thinking Tish, Dawn, Sheila, Corie, Allie) to come up a survey for staff in elementary, middle, and high school to target appropriate technology by grade level. **We are ahead of Target in meeting our goals in this area.**

- I. **Preschool Calendar Change**
  - PK 4 needs to make up hours to meet state requirements due to snow days
  - PK 4 will meet each Friday (except March 10- Spring Break) in March since we have extended the day on Fridays
  - If there are more snow days, PK 4 will meet on Fridays in April to make up time
- II. **2017-2018 Preschool**
  - A flyer will be circulated around town, daycares and sent home with students to notify parents to register for next year's preschool.
  - The student capacity is 20 before having to hire another certified teacher.
- III. **MAPS testing**
  - 1<sup>st</sup>-4<sup>th</sup> grade completed MAPS the week of January 30<sup>th</sup>.
  - 5<sup>th</sup> - 8<sup>th</sup> grade completed MAPS on February 8 and 9<sup>th</sup>.
  - There is a new component on the charting of the MAPS scores showing a projection of what students will score on NeSA and if they are "on track" to getting a 22 or 24 on their ACT test. This component was demonstrated at the weekly elementary meeting.
- IV. **Journey's Professional Development**
  - The 6-hour training will be Monday, February 27<sup>th</sup>, 9:00-3:30pm
  - All reading teachers, SPED, Title personnel and paras will attend this training
  - There will be NO School for K-6.
  - There will be school for 7<sup>th</sup> and 8<sup>th</sup> grade
- V. **NeSA Testing Training/Schedule**
  - Training is scheduled for February 27<sup>th</sup>, 8:00-9:00am.
  - NeSA Testing is March 27<sup>th</sup> - May 5<sup>th</sup>. (for grades 3-8)
- VI. **Kindergarten Graduation**
  - Scheduled for May 4<sup>th</sup>
- VII. **Kindergarten Round-up**
  - Scheduled for May 8<sup>th</sup>
- VIII. **Positive Parent Contact**
  - 1<sup>st</sup> quarter - 114 positive parent contacts
  - 2<sup>nd</sup> quarter - 123 positive parent contacts

## **AD Report**

### **1. Basketball**

Both Boys and Girls basketball teams are full swing into the Sub-District basketball tournaments at Cedar Catholic High School. Also, Wausa is hosting the C2-5 Boys and Girls Sub-District Tournament.

### **2. Speech**

The Wausa Speech Team hosted the Wausa Speech Invitational on Saturday February 11<sup>th</sup>. The Wausa JV won first place as a team and the varsity finished 4<sup>th</sup>. The next competition for the speech team will be February 18<sup>th</sup> at Crofton and the Conference Speech Meet at Plainview on February 25<sup>th</sup>. Parent's Speech night will be held on Monday, February 27<sup>th</sup> With the District meet on March 14<sup>th</sup>.

### **3. Track & Field**

Hard to believe that the 2017 Track and Field season is less than two weeks away from the start of its season. Monday February 27<sup>th</sup> is the official start date.

### **4.) Conference Art Show.**

The Lewis and Clark Conference Art show will begin on February 27<sup>th</sup> at the Wayne State College Atrium. These students have done an amazing job and talking to folks who attended last year's show said it was an awesome event! The show begins Monday February 27<sup>th</sup> through Wednesday, March 1<sup>st</sup>. There will be an awards ceremony on Wednesday, March 1<sup>st</sup> beginning at 1:30pm.

“Extra-Curricular Activities, The Other Half Of Education”



## LAMP RYNEARSON

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-inc.com

January 20, 2017

Mr. Bradley Hoelsing  
Wausa Public Schools  
300 South Bismark  
PO Box 159  
Wausa, NE 68786

REFERENCE: Proposal for Topographic Survey  
Wausa Public Schools  
Wausa, Nebraska

Dear Mr. Hoelsing:

Lamp, Rynearson & Associates, Inc. (LRA) is pleased to present this proposal to the Wausa Public Schools to provide surveying services associated with a topographic survey of the Wausa School. Our proposal is based on a request for proposal from BCDM Architects, along with aerial views of the topographic survey limits (see attached). We understand that the scope of our services for this project will include the following tasks.

### SURVEY

Complete a topographic survey in the areas outlined on the attached aerial image. Our topographic survey will include the following information:

1. Vegetation including landscaping, bushes, and trees three inches in diameter and larger. (Groupings of trees and bushes will be outlined.)
2. Location of utilities existing on or serving the surveyed property as determined by observed evidence, located via "One Call" request, or from as-built information provided by the owner/architects.
3. Type, size, depth, and direction of flow of storm and sanitary sewer on and within 25 feet of site as accurately as possible without entering manholes.
4. Contour lines at 1-foot and 5-foot intervals.
5. Finished floor elevations at all doorways.
6. Spot elevations on paving edges, top of curb, and storm/sanitary manholes and inverts.
7. All existing observed improvements including buildings, paving surfaces, parking stripes, fences, stairs and retaining walls located within the survey limits.
8. Boundary lines will be shown for representation only. A complete boundary survey will not be performed as part of this scope of work.

### DELIVERABLES

LRA will provide an electronic copy of the survey in AutoCAD and a copy of the final survey in a PDF format.

### SCHEDULE

We are prepared to begin work on the project within a week of receiving a signed copy of this proposal and the notice to proceed. Survey deliverables will be complete with three weeks from the notice to proceed. This time line is based on good weather conditions. If we get a large amount of snow or a period of extremely cold weather, the schedule may need to be adjusted.

LAMP RYNEARSON COMPANIES



LAMP RYNEARSON



LARKIN  
LAMP RYNEARSON



**FEES**

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred. For the tasks listed above, our fees will not exceed the following amount:

Base Proposal Area:	\$9,500
Alternate Areas:	\$5,000

Additional services beyond the scope of services outlined above will be billed on the basis of hourly charge rates plus reimbursable expenses incurred.

**SUPPLEMENTAL TERMS AND CONDITIONS**

Wausa Public Schools hereby agrees, by acceptance of this proposal, to limit the liability of Lamp, Ryneerson & Associates, Inc. to Wausa Public Schools and to all construction contractors, arising from Lamp, Ryneerson & Associates, Inc. professional acts, errors or omissions such that total aggregate liability of Lamp, Ryneerson & Associates, Inc. to all those named shall not exceed \$50,000 or Lamp, Ryneerson & Associates, Inc. total fees for services rendered on the project, whichever is greater.

We appreciate the opportunity to present this proposal and look forward to assisting you in the successful completion of this project. We would be glad to discuss any questions you may have on our proposal. If this proposal is acceptable, we ask that you acknowledge by signing below.

Sincerely,

LAMP RYNEARSON



Matthew R. Tinkham, R.L.S.  
Survey Project Manager

Enclosure

Accepted By:

---

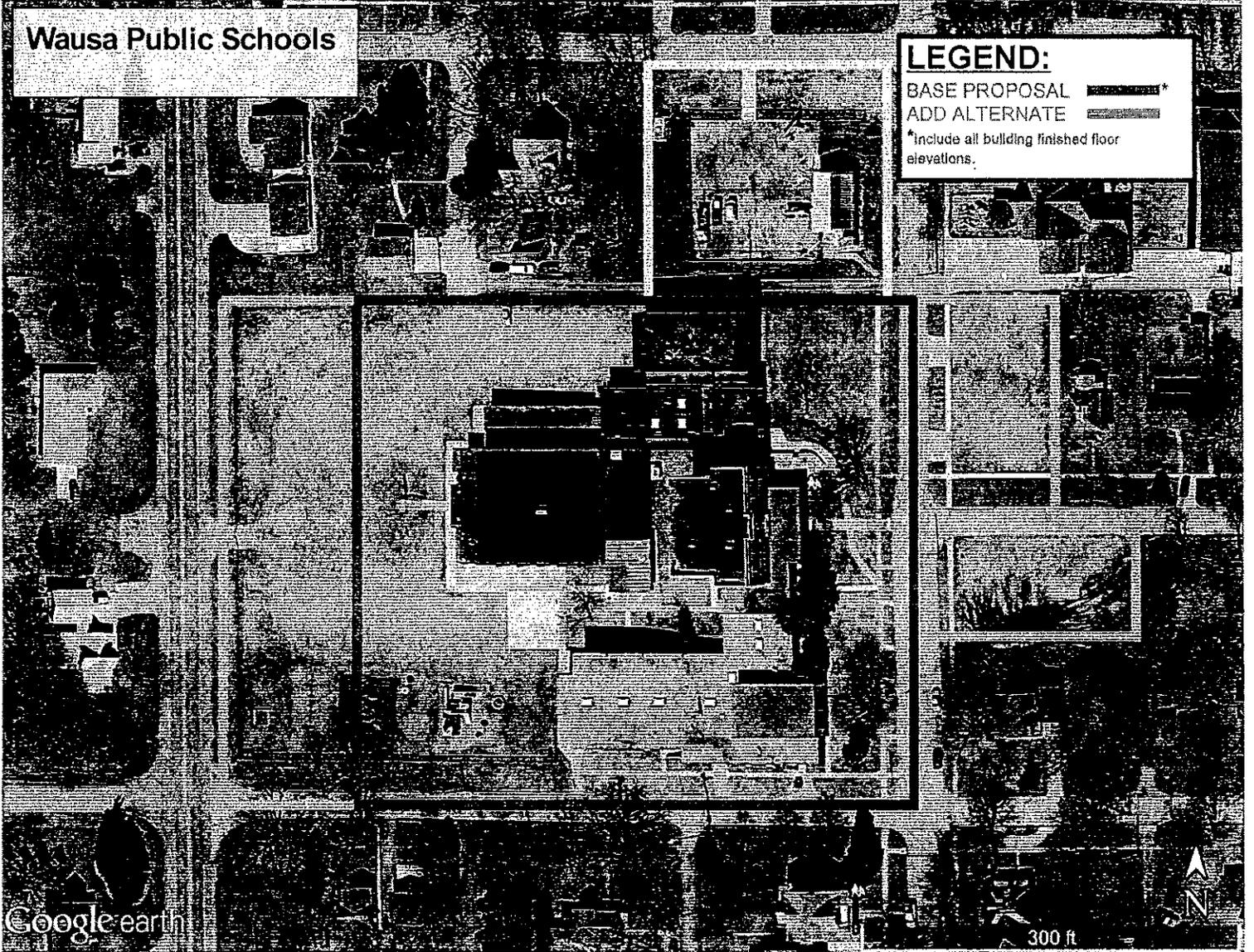
Wausa Public Schools

---

Date

# Wausa Public Schools

**LEGEND:**  
BASE PROPOSAL [dashed line]\*  
ADD ALTERNATE [solid line]  
\*include all building finished floor elevations.



Wausa Public Schools - Survey Request		



**LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES**

February 9, 2017

Brad Hoelsing  
Wausa Public Schools  
300 S. Bismark Street  
Wausa, Ne  
402-586-2255  
bradhoelsing@wausaschools.org

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Wausa Public School Survey (the "Project")  
Wausa, Ne

Dear Brad:

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

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

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

## **SCOPE of SERVICES**

### **Base Proposal**

1. Site Survey of the public school at 300 Bismark per the request by BCDM Architects exhibit.
2. Nebraska One call will be contacted to mark out utilities
3. Survey include all physical features, finish floors, and utilities.
4. Provide a boundary survey to include all lot lines of the property.
5. Survey to be completed in Nebraska State Plane coordinate system modified to ground
6. A Civil 3D drawing will be provided once the survey is complete

**Our proposed cost to complete the Base Survey will be \$6,500.00**

### **Alternate Proposal**

1. Site Survey of the Alternate Survey request at 300 Bismarck per the request by BCDM Architects exhibit.
2. Nebraska One call will be contacted to mark out utilities
3. Survey include all physical features, finish floors, and utilities.
4. Provide a boundary survey to include all lot lines of the property.
5. Survey to be completed in Nebraska State Plane coordinate system modified to ground
6. A Civil 3D drawing will be provided once the survey is complete

**Our proposed cost to complete the Alternate Survey will be \$3,500.00**

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

## **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date:                    Upon receipt of signed Letter of Agreement  
Anticipated Completion Date:        4 weeks after receipt of Letter of Agreement

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

**COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Ten Thousand Dollars (\$10,000). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

**TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be Brad Hoelsing

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By Jai Andrist By Jesse Hurt  
Jai Andrist Jesse Hurt

**Wausua Public Schools**

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

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

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

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments  
General Provisions

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 9, 2017 between Wausau Public Schools, Wausau, Ne ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

### SECTION 1—OLSSON'S SCOPE OF SERVICES

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

### SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in

the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

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

#### **SECTION 4—MEANING OF TERMS**

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

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

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

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

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

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

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

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

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

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

## **SECTION 5—TERMINATION**

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

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

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

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

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

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

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

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

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

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

### **6.2 Arbitration or Litigation**

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

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

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

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

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

### 6.3 Certification of Merit

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

## SECTION 7—MISCELLANEOUS

### 7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### 7.2 Electronic Files

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

### 7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s) methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s) size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

#### **7.4 Prevailing Wages**

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

#### **7.5 Samples**

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

#### **7.6 Standard of Care**

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

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

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

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

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

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

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

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

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

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

#### **7.13 Assignment**

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

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

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

#### **7.14 Indemnity**

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

#### **7.15 Limitation on Damages**

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

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

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

#### **7.16 Entire Agreement**

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