



**Ashland-Greenwood Public Schools  
Board of Education Meeting  
March 5, 2012  
7:30 PM  
Conference Room, High School  
1842 Furnas Street  
Ashland, NE 68003  
Regular Meeting**

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Recognition of public participation.
4. Visitors and Communication from the public.
5. Approval of changes in the mailed agenda and/or changes in the agenda order.
6. Administrators' and Practitioners' reports
  - A. Mr. Jacobsen
  - B. Ms. Finkey
  - C. Dr. Kassebaum
7. Old Business
  - a. Consideration and action on Capital Outlay plan for 2012-2013. (pg.1)
  - b. Action to approve Professional Services Agreement with BCDM. (pgs. 2-4)
8. New Business
  - a. Approval of contract with ESU 3 for special education services. (pgs. 5-6)
  - b. Action to accept the resignation of certified staff member (pg. 7)
  - c. Action to approve topographic survey for HS construction project. (pgs. 8-13)
  - d. Discussion and possible action on policy update(s). (pg. 14-15)
    - i. Policy 9363
9. Informational items
  - March 13– School boards and judicial power. Lincoln/Cornhusker Marriott. 5 PM registration. 6 to 9 PM workshop.
10. The next meeting is set for Monday, March 19th, 2012 at 7:30 PM in the conference room at the Ashland-Greenwood High School; 1842 Furnas Street; Ashland, NE 68003. An agenda for the meeting shall be kept continuously current in the Office of the Superintendent of Schools at 1225 Clay Street in Ashland, NE 68003.

**Proposed Capital Outlay Plan 2012-13 Draft 1**

**Vehicles, Building Improvements and Significant Equipment Outlays**

| <b>Larger Capital Expense Items Suggested 2012</b>              | <b>Budget</b>     | <b>Status</b> | <b>Actual</b> |
|---|-------------------|---------------|---------------|
| Stdnt & Teach Laptop Rep. 12-13 & tech. updates                 | \$ 400,000        |               |               |
| Sprinkler West Side   | \$5,000           |               |               |
| Replace High School Gym Windows                                 | \$ 7,000          |               |               |
| Transportation/ Expedition/small bus                            | \$ 50,000         |               |               |
| Football Scoreboard Replacement (spring 2013)                   | \$ 25,000         |               |               |
| HS curtain cleaning   | \$3,000           |               |               |
| landscaping: grass East side, chill. Fence, etc.                | \$8,000           |               |               |
| New Staff Member (annual cost)                                  | \$60,000          |               |               |
| Intrafund Loan  | \$70,000          |               |               |
| Printer: Elementary   | \$10,000          |               |               |
| Renovations to corridor A @ HS: wall tile, light, ceiling       | \$14,000          |               |               |
| fire alarm unit @ elementary                                    | \$50,000          | TBD           |               |
| HS gym: foam under-surface treatment                            | \$8,000           |               |               |
| Wrestling digital scoreboard                                    | \$ 6,000          | % of cost     |               |
| <b>TOTAL PRIORITY 1</b>   | <b>\$ 716,000</b> |               |               |
| School Bus Replacement  | \$ 75,000         | 13-14         | bids 12-13    |
| Grade/Rock Parking Lot North of Clay St Across From FB Field    | \$ 20,000         | TBD           |               |
| Hot Water Heater Replacement                                    | \$ 10,000         | (13-14)       |               |
| Replace RTU Units - MPR and HS Kitchen                          | \$ 30,000         | (13-15)       |               |
| Recoat and Replace Lines at High School Track                   | \$ 8,000          | TBD           |               |
| Band Uniforms (purchase 13-14 for 14-15)                        | \$40,000          | Spring 13     |               |
| Roof tie-ins: new to existing                                   | \$30,000          |               |               |
| On-line imaging   | \$ 10,000         |               |               |
| Replace corridor carpeting elementary (2nd & 3rd Floors)        | \$ 20,000         |               |               |
| Pave rock lot at Elementary across from Bus Barn                | \$ 10,000         |               |               |
| Backup Wireless Connect Between Buildings                       | \$ 20,000         |               |               |
| MS/HS locker room floors  | \$15,000          |               |               |
| Update to Electronic Lighting in Elem Bldg (w/o gym) FIM 8      | \$ 50,000         |               |               |
| New District Administrative Offices                             | \$ 180,000        |               |               |
| ReRoof Multi-Purpose Room Roof                                  | \$ 80,000         |               |               |
| HS Locker room wall tile  | \$ 12,000         |               |               |
| Parking Lot Lighting at High School                             | \$ 20,000         |               |               |
| Replace Chillers  | \$ 100,000        |               |               |
| Build a performing arts auditorium/learning center              | \$2,500,000       |               |               |
| Pedestrian Lighting at Track                                    | \$ 20,000         |               |               |
| Terracing hill at each end of seating area                      | \$ 20,000         |               |               |
| Field Lighting at Track   | \$ 100,000        |               |               |
| Acquisition of additional property near Furnas St building site | \$ 100,000        |               |               |
| New Bus Barn to replace existing                                | \$ 600,000        |               |               |
| Baseball lighting   | \$180,000         | % of cost     |               |

 **AIA**® Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 001\_3201-05  
02/16/2012

TO: Zach Kassebaum, Superintendent  
(Owner or Owner's Representative)

In accordance with the Agreement dated: March 9, 2009

**BETWEEN** the Owner:  
(Name and address)

Saunders County School District 78-0001  
Ashland-Greenwood Public Schools  
1225 Clay Street, Ashland, Nebraska 68003-1899

and the Architect:  
(Name and address)

Beringer Ciaccio Dennell Mabrey, Inc. (BCDM Architects)  
1015 North 98th Street, Suite 300, Omaha, Nebraska 68114

for the Project:  
(Name and address)

Ashland-Greenwood High School  
Ashland, Nebraska

Authorization is requested

- to proceed with Additional Services.
- to incur additional Reimbursable Expenses.

As follows:

Provide additional professional services as outlined in Attachment No. 1 for:

- \* High School Track
- \* Ashland-Greenwood Stadium

The following adjustments shall be made to compensation and time.

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

Compensation:

Lump Sum Fee in the amount of Forty Nine Thousand, Five Hundred and no/100's Dollars (\$49,500.00).

Reimbursable Expenses:

- \* All filing or permit fees and other similar costs that are paid by BCDM will be charged at actual cost.
- \* Miscellaneous expenses in connection with the Project will be charged at a rate of Three Percent (3%) of the Lump Sum Fee. Miscellaneous expenses include miscellaneous printing, support materials (i.e. photographs); long distance phone charges; and postage and express mailing/shipping charges.

Reproduction of Bid Documents (plans and specifications) will be directly billed to Owner by the printer in order for Owner to obtain tax exempt privileges.

Time:

SUBMITTED BY:

*(Signature)*

Kevin G. Strehle, Principal  
*(Printed name and title)*

16 February 2012  
*(Date)*

AGREED TO:

*(Signature)*

, Board President  
*(Printed name and title)*

*(Date)*

**ATTACHMENT NO. 1**

Scope of services includes Architectural, Structural, Site, and Mechanical/Electrical/Plumbing Engineering for Schematic Design through Construction Contract Administration Phases for the following projects:

**High School Track**

|  |                 |
|--|-----------------|
| 1. New Concession and Restrooms, Announcer's Box above.          | \$ 173,536      |
| ▪ Lower Level Restrooms (16'x28') & Concession (16'x20')         |                 |
| ▪ Upper Level Announcer's Box (16'x20')                          |                 |
| 2. <u>Fence Rework/Relocation.</u>                               | <u>\$ 8,000</u> |
| Opinion of Probable Construction Cost (includes 15% contingency) | \$ 181,536      |

**Ashland-Greenwood Stadium**

|  |            |
|--|------------|
| 1. Remove existing Locker Room Building south of existing Concession Building.           | \$ 8,000   |
| 2. New two-story Storage and Film Tower at east sideline with power (no plumbing).       | \$ 124,800 |
| ▪ Lower Level Storage Room (20'x26')   |            |
| ▪ Upper Level Film Room (20'x26')  |            |
| 3. New Ticket Booth at north entrance.   | \$ 10,000  |
| 4. Remove and replace north fencing (350 lf, 6' pvc-coated fence).                       | \$ 12,000  |
| 5. Maintain field location with minor grading at northwest corner and lawn service work. | \$ 8,000   |
| 6. Add landscaping east of the field (4' berm, tree-line and A-G rock logo).             | \$ 15,000  |
| 7. <u>Painting of existing buildings to remain</u>                                       | <u></u>    |
| Opinion of Probable Construction Cost (includes 15% contingency)                         | \$ 177,800 |

**Lump Sum Fee: Forty Nine Thousand, Five Hundred and no/100's Dollars (\$49,500.00).**

**Educational Service Unit #3  
Special Education**

**2011-2012 Contracted Services**

This contract is entered into by and between the parties for contracted Special Education services for the 2011-2012 school year. Educational Service Unit #3 shall be responsible to provide said services based upon availability of appropriate staff.

The effective date of said contract is for a period of one year running from August 1, 2011, to July 31, 2012.

**School District: Ashland-Greenwood**

**Category I services to be provided to the school district:**

|   |  |
|---|--|
| School Psychologist<br>(Service code: 1002)         | 2010-2011 FTE: .00<br>2011-2012 FTE: .00                               |
| Speech Language Pathologist<br>(Service Code: 4001) | 2010-2011 FTE: .00<br>2011-2012 FTE: .00                               |
| Physical Therapist<br>(Service code: 4005)          | 2010-2011 FTE: .00<br>2011-2012 FTE: .00                               |
| Occupational Therapist<br>(Service code: 4006)      | 2010-2011 FTE: .00<br>2011-2012 FTE: .00                               |
| Vision Resource Teacher<br>(Service code: 4030)     | 2010-2011 FTE: .00<br>2011-2012 FTE: .00 \$80.00 per hour plus mileage |

**Category II services to be provided to the school district:**

|  |  |
|--|--|
| *Early Childhood Program<br>(Birth to Age 5 Community Based) | 2010-2011: no<br>2011-2012: no             |
| *Brook Valley BD   | 2010-2011: no<br>2011-2012: no             |
| *Brook Valley CDC  | 2010-2011: no<br>2011-2012: no             |
| <del>*Brook Valley RTS</del>                                 | <del>2010-2011: no<br/>2011-2012: no</del> |

\*If the total amount of student revenue is not sufficient to cover the budget expenditures, school districts will be assessed the additional monies on a pro-rated basis to cover those costs.

ESU #3 will submit statements to the school districts each calendar month during the contract term for services provided during the preceding calendar month. Payment is due within thirty days after submission of the statement.

This contract shall be binding upon the parties hereto and their successors. The persons executing this contract on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this contract has been executed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

**Educational Service Unit #3**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**School District: Ashland-Greenwood**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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February 27, 2012

Dear Dr. Zach Kassebaum,

I am writing to formally notify you that I am resigning from my position as ASAP reading teacher and the HAL coordinator at the end of the 2011-2012 school year with the Ashland-Greenwood Public Schools.

I cannot put into words the enjoyment I have been given during my thirty-nine years working for the Ashland-Greenwood schools. Teaching children is the most awarding profession one can experience. I have been fortunate to have taught among top-notch co-workers and administrators. It is now time to step aside.

I will continue to be a strong supporter of Ashland-Greenwood school activities, just not formally on its teaching staff. "Blue and White" will always run deep in my heart.

Yours Sincerely,

A handwritten signature in cursive script that reads "Alice West".

Alice West





LAND SURVEY PROPOSAL  
ASHLAND HIGH SCHOOL STADIUM  
17TH & FURNAS STREET, ASHLAND, NE  
SAUNDERS COUNTY  
February 9, 2012

This agreement for limited professional land surveying services (hereinafter referred to as "Agreement") to be provided by **Ehrhart Griffin & Associates** (hereinafter referred to as "A/E") for **ASHLAND-GREENWOOD PUBLIC SCHOOLS** (hereinafter referred to as **Client**). General Conditions are attached in Exhibit "A".

**ARTICLE 1**

**SCOPE OF SERVICES:** This Scope of Services outlines the professional services to be performed. The following scope of services is based upon the survey limits in attached Exhibit "B".

**Basic Scope of Services**

**1.1 LAND SURVEYING SERVICES** will include the following:

**A. Limited Boundary Survey** to register the corners of project (*from previous 2009' survey by this firm*) shall have the following specifications:

- Signature and seal of a licensed land surveyor
- Legal Description of the tract surveyed.
- Description of corner pins found.
- Bearings, curve data, plat or record distances and actual field measurements.
- Ties to any section corners found.
- Easement(s) as defined in Title policy schedule "B" supplied by owner.
- Encroachments.
- Scale, North direction and surveyor's certification.
- Total acreage of property surveyed.

**B. Topographic Survey** with the following specifications:

1. \*In addition to the information provided in the Limited Boundary Survey specifications, the topographic survey shall include the following:  
*\*Subject also to the Survey Requirements for Survey as indicated by Mr. K. Strehle (BCDM).*

- Existing grades shall be indicated on survey drawing using contours at a one foot interval. Such grades shall be tied in with suitable bench mark.
- Grades at edge of pavements and/or gutter line and spot elevations shall be included in the electronic drawing.
- Above ground improvements such as: sidewalks, curbs, culverts, utility poles, signs, traffic signals, alleys, retaining walls and trees.
- Tree lines will be established for cluster areas and isolated trees 6" diameter and greater will be located.
- Location(s) and size(s) of storm and sanitary sewers.
- Water, gas, electrical, telephone and other underground utility mains.
- Service locations will be shown where information is available.
- North will be oriented to top or right of drawing unless otherwise requested.
- Location, dimensions and brief description of existing building(s) and structure(s) on property.
- Surfaces of streets, roads, and alleys.
- Scale to be as requested.
- Street address of property (where possible).
- Building set-back requirements.
- Zoning of the property.

The drawings will be prepared in AutoCAD® Civil 3D® 2012 format. One reproducible tracing and one compact disc will be furnished, unless otherwise approved.

In addition to the information listed in the specifications for survey, the following information is also provided: *The survey will be consistent with the Horizontal and vertical from previous survey work by Ehrhart Griffin & Associates dated 2009.*

Client is responsible for providing A/E with:

- **TITLE POLICY** (Schedule "A" Legal Description and Schedule "B" Easements). Any **COVENANTS** affecting property. **ADDITIONAL SERVICES:** Services required in addition to those listed above will be performed at the A/E's prevailing standard hourly billing rates as shown in the Standard Hourly Rate Schedule in the General Conditions Exhibit A.

**EXCLUDED SERVICES:** Services not set forth above as Basic Services or Additional Services and listed in Article 1 of this Agreement are excluded from the scope of the A/E's services and the A/E assumes no responsibility to perform such services. Specifically excluded are: Application Fees, Railroad insurance, permitting or flagging fees and title policy research fees, off-site surveying for utility main and or/street extensions.

## ARTICLE 2

### FEE ARRANGEMENT & SCHEDULE

**2.1 PROFESSIONAL FEES:** The A/E agrees to provide the above services on a lump sum basis in addition to reimbursable expenses (See 2.2) as follows:

1.1A Limited Boundary Survey

1.1B Topographic Survey

**Total Services** \$3875.00

**2.2 REIMBURSABLE EXPENSES.** Anticipated reimbursable expenses will include full size bond copies and mylars reproductions, in-house and express messenger deliveries, long distance and cellular telephone, contract and in-house reproduction, postage, mileage, airfare and subsistence.

**2.3 PAYMENT.** The A/E will bill the Client on a monthly basis based on percent of work completed. Billings will be provided on dates necessary to meet the Client payment approval schedule. Payment terms are 30 days net.

**2.4 SCHEDULE:** Approximately 3 weeks from notice to proceed will be required to complete survey. The schedule is somewhat dependent on weather, site conditions, availability of utility and title information. The Client shall notify the A/E of any submittal constraints in a timely manner so that appropriate scheduling may take place.

**2.5 CONTRACT REPRESENTATIVE.** Larry A. Van Fleet of Ehrhart Griffin & Associates will serve as project manager and contact for the A/E for this project. The Client shall designate a staff member to serve in a similar capacity.

**EXHIBITS:** Exhibit A - General Conditions, Exhibit B - Survey Limits

**Client:**  
**ASHLAND-GREENWOOD PUBLIC SCHOOLS**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: 1225 CLAY STREET  
ASHLAND, NE 68003

Phone: 402-944-2128

Fax : 402-944-3310

E-mail: \_\_\_\_\_

**A/E:**  
**EHRHART GRIFFIN & ASSOCIATES**

Signature:  \_\_\_\_\_

By: Larry A. Van Fleet, RLS

Title: Partner

Date: 2-9-2012

Address: 3552 Farnam Street  
Omaha, Nebraska 68131

Phone: 402/561-2317

Fax : 402/556-8587

E-mail: [lvanfleet@ehrhartgriffin.com](mailto:lvanfleet@ehrhartgriffin.com)

## GENERAL CONDITIONS - EXHIBIT A

**1. ACCESS TO SITE:** Unless otherwise stated, the A/E will have access to the site for activities necessary for the performance of the services at all reasonable hours.

**2. INDEMNIFICATION:** Client agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of services under this Agreement, provided that any such claim, damage, loss, or expense is not due to the negligent acts, errors, or omissions of the A/E.

**3. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the A/E further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**4. OWNERSHIP OF DOCUMENTS:** The Client acknowledges the A/E's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all moneys due to the A/E. The Client shall not reuse or make any modifications to the plans and specifications without the prior written authorization of the A/E. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E from any claim, liability, or cost arising out of or allegedly arising out of any unauthorized reuse or modifications of the construction documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the A/E.

**5. CODES AND STANDARDS COMPLIANCE:** The A/E shall put forth the reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

**6. CONSTRUCTION OBSERVATION:** The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

**7. DELAYS:** The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by  
**12. HAZARDOUS MATERIALS:** It is acknowledged by both parties that the A/E's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the A/E or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at his or her option and without liability for

faulty performance by the Client or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Client agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this Agreement.

**8. LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Client and the A/E, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the A/E and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the A/E and his or her subconsultants to all those named shall not exceed the A/E's total fee for services rendered on this project. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**9. OPINIONS OF PROBABLE COST:** In providing opinions of probable construction cost, the Client understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the Contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**10. SHOP DRAWING REVIEW:** The A/E shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the Contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.

**11. ADA COMPLIANCE:** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A/E, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other Federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A/E, however, cannot and does not warrant or guarantee that the Client project will comply with the interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

**13. GOVERNING LAW:** The laws of the State of Nebraska will

govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**14. ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written CONSENT of the other party.

**15. TERMINATION:** Either the Client or the A/E may terminate this Agreement at any time with or without cause upon giving the other party (10) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with Article 2 of this Agreement.

**16. SEVERABILITY AND SURVIVAL:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full

force and effect. Articles 2, 3, 4, and 8 shall survive the termination of this Agreement and shall remain enforceable between the parties.

**17. STANDARD OF CARE:** Services provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**18. AMENDMENT:** This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

**19. AUTHORIZATION:** The individual signing this agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her respective principal

## STANDARD HOURLY RATE SCHEDULE:

### ENGINEERING DEPARTMENT

|                                |            |
|--------------------------------|------------|
| Principal                      | 150.00/hr. |
| Engineering Department Manager | 140.00/hr. |
| Engineering Project Manager    | 140.00/hr. |
| Project Engineer               | 90.00/hr.  |
| Design Engineer                | 80.00/hr.  |
| Engineering Technician I       | 75.00/hr.  |
| Engineering Technician II      | 65.00/hr.  |
| Quality Assurance Manager      | 90.00/hr.  |
| Construction Manager           | 85.00/hr.  |
| Construction Observer I        | 65.00/hr.  |
| Construction Observer II       | 55.00/hr.  |

### SURVEY DEPARTMENT

|                            |            |
|----------------------------|------------|
| Survey Department Manager  | 120.00/hr. |
| Professional Land Surveyor | 90.00/hr.  |
| Survey Technician          | 90.00/hr.  |
| Survey Crew Party Chief    | 90.00/hr.  |
| Survey Crew Tech. W/ EDM   | 90.00/hr.  |
| Robotic Laser EDM          | 90.00/hr.  |
| GPS Satellite Receiver     | 180.00/hr. |

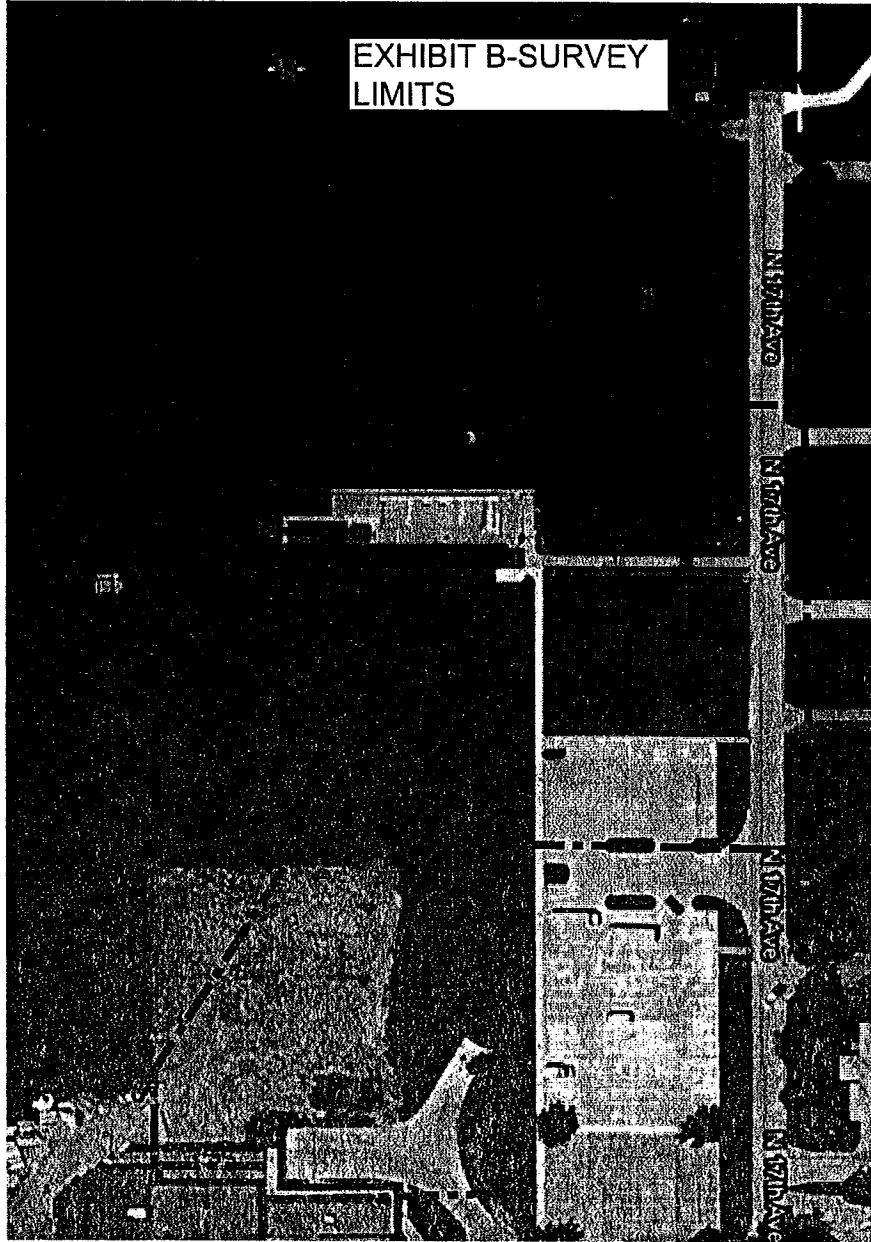
### OFFICE

|                 |           |
|-----------------|-----------|
| Office Clerical | 55.00/hr. |
| Office Manager  | 88.00/hr. |

### REIMBURSABLE EXPENSES:

|                          |           |
|--------------------------|-----------|
| Federal/Airborne Express | 30.00/ea. |
| Express Messenger        | 15.00/ea. |
| Mileage                  | 0.55/mi.  |
| Mylar Copy (24" x 36")   | 7.00/ea.  |
| Mylar Copy (30"x 42")    | 9.00/ea.  |
| Bond Copy (8½x11)        | 0.30/ea.  |
| Bond Copy (8½x14)        | 0.55/ea.  |
| Bond Copy ( 11 x 17)     | 0.75/ea.  |
| Bond Copy (24 x36)       | 4.00/ea.  |
| Bond Copy (30 x 42)      | 5.00/ea.  |
| Color Copy (8½x11)       | 1.00/ea.  |
| Color Copy (8½x14)       | 1.25/ea.  |
| Color Copy ( 11 x 17)    | 1.75/ea.  |
| Color Copy (24x36)       | 4.00/ea.  |
| Color Copy (30x42)       | 9.00/ea.  |

EXHIBIT B-SURVEY  
LIMITS



Bylaws of the Board

Notification of Meetings

The board of education shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by the board and recorded in its minutes. Such notice shall be transmitted to all members of the board and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice, or a statement that the agenda, which shall be kept continually current, shall be available for public inspection at the superintendent's office during normal business hours. The board of education shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

The secretary of the board shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting, and the subjects to be discussed at that meeting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment.

Legal Reference: R.R.S.

79-554 Class I, II, III, or VI school district; school board; quorum; meetings; open to public.

Adopted: November 4, 1983

Revised: August 6, 1990

Board Bylaws

Designated Method of Giving Notice of Meetings

The designated methods of giving advance notice of meetings of the Board of Education of the Ashland-Greenwood School District shall be by publication or by posting. If notice is given by posting, such notice shall be given by posting notice in at least three (3) public places throughout the school district. The school house door, the post office, and a local bank are designated posting places, though other or different places at which the public may reasonably be notified are also designated as permissible places.

Notice shall be given a reasonable time in advance of the meeting. Two (2) days advance notice shall be considered sufficient.

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law. An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.

The Secretary of the Board of Education, or the Secretary's designee, shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to such news media of the time and place of each meeting and the subjects to be discussed at the meeting.

Legal Reference: Neb. Rev. Stat. §§ 79-554; 79-555 and 84-1411

Date of Adoption: [Insert Date]