NOTICE OF MEETING

Notice is hereby given of a Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at 6:00 p.m. on **Wednesday, April 2, 2014** at 5606 South 147th Street, Omaha, Nebraska.

Agenda for such meeting, kept continuously current, is available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

Michael Kennedy
Secretary

3-31-14

THE DAILY RECORD OF OMAHA

LYNDA K. HENNINGSEN, Publisher

PROOF OF PUBLICATION

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha, } **ss.**

J. BOYD

being duly sworn, deposes and says that she is

LEGAL EDITOR

of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in THE DAILY RECORD, of Omaha, on

March 31, 2014

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.

GENERAL NOTARY - State of Nebraska
CONNIE L. NOVACEK
My Comm. Exp. November 16, 2015

Subscribed in my presence and sworn to before me this 31st **day of** March **20** 14

Publisher's Fee $ 14.90

Additional Copies $

Total $ 14.90

Connie L Novacek

Notary Public in and for Douglas County, State of Nebraska

ACKNOWLEDGMENT OF RECEIPT

OF NOTICE OF MEETING

The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a meeting of said Board of Education and the agenda for such meeting held at 6:00 P.M. on April 2, 2014, at the Don Stroh Administrative Center, 5606 South 147 Street, Omaha, NE 68137

Dated this 2nd day of April, 2014

Patrick Ricketts – President

Linda Poole – Vice President

Mike Kennedy – Secretary

Dave Anderson – Treasurer

Mike Pate

Paul Meyer

BOARD OF EDUCATION SIGN IN

April 2, 2014

NAME:	REPRESENTING:
Matt Heys	MEA
Angie Craft	Horizon
Susan Angley	Upchurch
Melissa Poloncic	Reagan
Darin Blair	CWPA
JOAN FLOR	F+B
KEITH EBERT	F+B
JR Goodenough	Leadership
[illegible]	Ackerman
Mark Maasson	Dakota Security
Gina Rudloff	Cottonwood
MIKE HENRICHS	OLSON ASSOCIATES
Julie Suff	Leadership Academy
Danai Nyamatore	Clarkson Student
John Sullivan	3CDM Architects
JEFF JORTH	SSGI
A. BUSS	NEI

BOARD OF EDUCATION SIGN IN

April 2, 2014

NAME:	REPRESENTING:
Andy Lang	Morrissey Engineering
Brian Begley	MNHS
Julie Kyle	MHHS
Sabine Flashner	CMS
Megan Spitale	CMS
Nicolette Amundson	CLH Architects
Tim Royers	MEA
Pat Meeker	KMS
Janet Smutny	Rockwell
Bethany Redlinger	Rockwell
Shanna Wilwerding	Rockwell
[illegible]	RMS
Paul Schutte	MEA
Eileen Barb	Rockwell
Heidi Penke	Sandoz
John Khlidal	Parent
Tara Fabian	Reagan

BOARD OF EDUCATION SIGN IN

April 2, 2014

NAME:	REPRESENTING:
Heidi Weaver	MSHS

Millard
PUBLIC SCHOOLS

SPECIAL BOARD OF EDUCATION MEETING

⚜ ⚜ ⚜

⚜ ⚜ ⚜

April 2, 2014

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

SPECIAL BOARD MEETING
6:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
April 2, 2014

AGENDA

A. Call to Order

The Public Meeting Act is posted on the wall and available for public inspection.

B. Pledge of Allegiance

C. Roll Call

D. Public Comments on agenda items – This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.

E. New Business
1. Approval of Superintendent Elect and Superintendent Contract
2. Award of Contract for Ackerman Elementary Project
3. Award of Contract for Aldrich Elementary Project
4. Award of Contract for Bryan Elementary Project
5. Award of Contract for Upchurch Elementary Playground Project
6. Award of Contract for Security Improvements Phase II-A
7. Approval of Right-of-Way Easement for OPPD

F. Future Agenda Items/Board Calendar
1. **Canceled - Board of Education Meeting on Monday, April 7, 2014 at 6:00 p.m.**
2. Committee of the Whole Meeting on Monday, April 14, 2014 at 6:00 p.m. at the Don Stroh Administration Center
3. Board of Education Meeting on Monday, April 21, 2014 at 6:00 p.m. at the Don Stroh Administration Center
4. Board of Education Meeting on Monday, May 5, 2014 at 6:00 p.m. at the Don Stroh Administration Center
5. Employee Recognition Dinner on Wednesday, May 7, 2014 at Georgetown Club. Cocktails at 5:30 p.m. and Dinner starts at 6:30 p.m.
6. Millard Foundation Hall of Fame Banquet on Friday, May 9, 2014 from 6:30-8:30
7. Committee of the Whole Meeting on Monday, May 12, 2014 at 6:00 p.m. at the Don Stroh Administration Center
8. Board of Education Meeting on Monday, May 19, 2014 at 6:00 p.m. at the Don Stroh Administration Center
9. Graduation, May 25, 2014, Civic Auditorium, 1804 Capitol Ave.
    - Millard North High School at 1:00 p.m.
    - Millard South High School at 4:00 p.m.
    - Millard West High School at 7:00 p.m.

G. Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

H. Adjournment:

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

SPECIAL BOARD MEETING
6:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET
April 2, 2014

ADMINISTRATIVE MEMORANDUM

A. Call to Order

The Public Meeting Act is posted on the wall and available for public inspection

B. Pledge of Allegiance

C. Roll Call

D. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President prior to the meeting.

E.1. Motion by _____, seconded by _____, to select and hire _____ as the new Superintendent of the Millard Public Schools, and for the approval of the Superintendent's Contract, and to direct the President and Secretary to execute the contract with the new Superintendent. (See enclosure.)

E.2. Motion by _____, seconded by _____, that the contract for the Ackerman Elementary Project be awarded to F&B Constructors in the amount of $130,000 (with such amount including the Base Bid and Alternate #1), and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project. (See enclosure)

E.3. Motion by _____, seconded by _____, that the contract for the Aldrich Elementary Project be awarded to D.R. Holtz Contracting, Inc. in the amount of $350,750 (with such amount including the Base Bid and Alternates #1 and #2), and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project. (See enclosure)

E.4. Motion by _____, seconded by _____, that the low bid for the Bryan Elementary Project be rejected due to the contractors lack of experience with similarly complex educational construction projects; that the contract for said project be awarded to the second to low bid F&B Constructors, Inc. in the amount $3,026,000 (with such amount including the Base Bid and Alternates #1, #2, and #3); and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project. (See enclosure.)

E.5. Motion by _____, seconded by _____, that the contract for the Upchurch Elementary Playground Project to Dostals Construction, Inc. in the amount of $59,500 (with such amount including the base bid only), and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project. (See enclosure.)

E.6. Motion by _____, seconded by _____, that the contract for the District-Wide Intrusion Detection Project be awarded to Dakota Security Systems in the amount of $284,126 and that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project. (See enclosure.)

E.7. Motion by _____, seconded by _____, that the Right-of-Way Easement for OPPD related to work to be conducted at 156th & Q Streets be approved as submitted. (See enclosure.)

F. Future Agenda Items/Board Calendar

1. **Canceled - Board of Education Meeting on Monday, April 7, 2014 at 6:00 p.m.**
2. Committee of the Whole Meeting on Monday, April 14, 2014 at 6:00 p.m. at the Don Stroh Administration Center
3. Board of Education Meeting on Monday, April 21, 2014 at 6:00 p.m. at the Don Stroh Administration Center
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5. Employee Recognition Dinner on Wednesday, May 7, 2014 at Georgetown Club. Cocktails at 5:30 p.m. and Dinner starts at 6:30 p.m.
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9. Graduation, May 25, 2014, Civic Auditorium, 1804 Capitol Ave.
    - Millard North High School at 1:00 p.m.
    - Millard South High School at 4:00 p.m.
    - Millard West High School at 7:00 p.m.

G. Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

H. Adjournment

AGENDA SUMMARY SHEET

AGENDA ITEM:	Approval of Superintendent Elect and Superintendent Contract
MEETING DATE:	April 2, 2014
DEPARTMENT:	Office of the Superintendent
TITLE AND BRIEF DESCRIPTION:	Selection and hiring of Superintendent and approval of Superintendent's Contract
ACTION DESIRED:	Approval
BACKGROUND:	N/A
OPTIONS/ALTERNATIVE CONSIDERATIONS:	N/A
RECOMMENDATIONS:	To select and hire _____ as the new Superintendent of the Millard Public Schools, and for the approval of the Superintendent's Contract, and to direct the President and Secretary to execute the contract with the new Superintendent.
STRATEGIC PLAN REFERENCE:	N/A
IMPLICATIONS OF ADOPTION OR REJECTION:	N/A
TIME LINE:	N/A
PERSONS RESPONSIBLE:	Keith Lutz
SUPERINTENDENT'S APPROVAL:	____ _____

CONTRACT OF EMPLOYMENT

This contract made and entered into on this _____ day of _____, 2014, by and between the Millard School District, a/k/a School District No. 17 of Douglas County, Nebraska (hereinafter "District), and _____ (hereinafter "Superintendent").

W I T N E S S E T H

WHEREAS, the Superintendent has been duly elected and appointed by the Board of Education for the District for a term of three years; and

WHEREAS, the parties desire to enter into a written contract for employment of the Superintendent;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

I. TERM

The Superintendent shall be employed for a term beginning July 1, 2014, and terminating June 30, 2017; provided however:

1. On or before March 15, 2015, and on March 15th of each year during the term, and if the contract has been extended to terminate after June 30, 2017, on March 15th of each year during the extended term, the Superintendent shall by written notice advise each member of the Board of his/her intention to renew the contract for one year at the end of the then current term.

2. If the District does not notify the Superintendent in writing on or before April 15, 2015, and on or before April 15th of each year during the term, and if the contract has been extended, on April 15th of each year during the extended term, that the contract will not be extended at the end of the then current term, the contract shall be renewed and extended for one additional year at the end of the then current term.

II. DUTIES OF THE SUPERINTENDENT

A. The Superintendent shall perform those services prescribed in:

   1. The District's goals and objectives;

   2. The job description for the Superintendent of the District; and

   3. The policies of the District.

B. The Superintendent shall attend and participate as directed by the Board in meetings of the Board and any Board committees.

C. The Superintendent shall provide administrative opinions, recommendations, or professional advice on all items of business of the Board or any authorized committee thereof.

D. The Superintendent shall be legally qualified to hold the position of Superintendent by the laws of the State of Nebraska and shall not be under contract with any other school district.

E. The Superintendent, subject to the approval of the Board, shall participate to such extent as deemed appropriate by the Superintendent in professional activities, including but not limited to, seminars and local, state, and national associations.

F. The Board shall grant such time as is reasonable for the Superintendent to participate in any of the activities set forth in this section and shall pay the necessary expenses for travel and subsistence.

III. SALARY

The salary to be paid to the Superintendent for the period of July 1, 2014 to June 30, 2015, shall be $215,000.00, payable monthly. This contract shall be reopened on or before July 1 of each year of this contract for amendment of this section and the salary established under such reopener shall be for the succeeding twelve month contract period. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract without such adjustment constituting a new contract or extending the length of this contract. The Superintendent's salary shall not be reduced during the three (3) year term of this contract, July 1, 2014 to June 30, 2017.

IV. BENEFITS

As additional compensation, the Superintendent shall receive:

1. All benefits made available and provided to the other administrative personnel; provided, however, that the term life insurance coverage for the Superintendent will be in a face value equal to the amount of the annual base salary.

2. An automobile for his/her use, together with all costs and expenses related thereto. (A car allowance for the use of a private vehicle for school business in the amount of $5,000.00 per year will be paid at the beginning of each year of this agreement).

3. A tax sheltered annuity, the payment or premium therefor which shall be equal to ten percent (10%) of the salary set forth in Article III.

4. Payment of professional dues for NCSA and AASA.

5. All paid leave benefits, long-term disability insurance, health insurance, including major medical and dental insurance and early retirement payments as provided for all other administrators.

6. Twenty (20) days vacation (not including weekends and holidays) which may be taken at such time or times as may be selected by the Superintendent, and nine (9) paid holidays: Fourth of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, December 24th, December 25th, December 31st, New Years Day, and Memorial Day. In the event vacation days remain unused at the end of each contract year, the Superintendent will be compensated for each unused vacation day at his/her daily rate of pay which shall be paid in the final monthly payment for that year.

7. The Board may establish and identify goals for the Superintendent to reach each year and if the Superintendent reaches those goals or any of them, determined at the time of the Superintendent's evaluation, he/she shall receive a bonus for each goal reached. The total amount of the bonus to be paid in any one year shall not exceed $15,000.00. The Board shall assign and allocate a value for each goal in proportion to the total possible bonus. At the end of each contract year the Board shall determine which, if any, goals were reached and the bonus for those goals shall be paid to the Superintendent in two (2) equal installments. The first installment shall be paid on or before December 31st and the second installment shall be paid before June 30th of each contract year.

V. LIABILITY

The Board shall provide professional liability insurance for the Superintendent with the same policy limits and insurance coverage as is provided for the members of the Board of Education and certified staff employees of the District.

VI. TERMINATION

A. This contract is subject to the applicable provisions of the laws of the State of Nebraska dealing with amendment and non-renewal of Superintendent's contracts.

B. In the event the Board terminates this contract because the Superintendent is unable to perform his/her duties by reason of illness, accident, or other disability beyond his/her control which is permanent or irreparable or of such a nature as to make the performance of his/her duties impossible, the Superintendent shall receive any benefits payable under any insurance coverage furnished by the District for which he/she was entitled upon the date of his/her termination.

C. In the event the District fails to perform the terms and conditions of this contract, the Superintendent may terminate the contract during the term.

D. In the event the Superintendent shall resign or terminate this contract, such resignation or termination shall not become effective until the expiration of the contract term unless

otherwise accepted by the Board and there shall be no penalty for such release from this contract.

VII. EVALUATION

A. The Superintendent shall be evaluated once during each year for each year of the contract unless otherwise provided by law.

B. Upon the completion of each evaluation, the Board shall meet with the Superintendent to review the evaluation, which evaluation shall include recommendations and directives as the Board may deem reasonable and proper.

C. The Superintendent shall receive a copy of the evaluation and shall have the right to make a written reaction or response to the evaluation.

D. Any evaluation or assessment by the Board or written response or reaction by the Superintendent shall be retained and become a part of the Superintendent's personnel file.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

SUPERINTENDENT

_____

MILLARD SCHOOL DISTRICT

By: _____

ATTEST:

_____
Secretary

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Ackerman Elementary Project

MEETING DATE: April 2, 2014

DEPARTMENT: General Administration

ACTION DESIRED: Approval __x__ Discussion ___ Information Only ____ .

BACKGROUND: The progressive steps for construction projects are as follows:

1. Schematic Design (SD) *
   - "30 thousand feet view" – initial design and cost estimates
2. Design Development (DD)
   - "10 thousand feet view" – refined design and cost estimates
3. Construction Documents (CD) *
   - "Pattern altitude view" – final design and cost estimates plus all of the information necessary for contractors to bid the project.
4. Bidding/Awarding of Contract (BA) *
   - The receipt and opening of bids and the presentation to the board for the award of the construction contract.
5. Contract Administration (CA)
   - Supervision and documentation of the construction project.

* Board Meeting Presentations

This project is at the "Bidding/Awarding of Contract" step of the process. It is being funded by 2013 bonds. Sampson Construction is the project manager.

See the attached Architect's Letter and Bid Tab for more information.

OPTIONS AND ALTERNATIVES: n/a

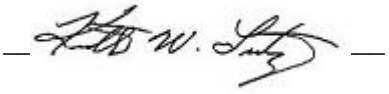
RECOMMENDATION: It is recommended that the contract for the Ackerman Elementary project be awarded to F&B Constructors in the amount $130,000 (with such amount including the Base Bid and Alternate #1), and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: __  __

CARLSON WEST POVONDRA
ARCHITECTS

March 26, 2014

Mr. Ed Rockwell
Millard Public Schools
13906 F Street
Omaha, Nebraska 68137

Re: Millard Public Schools
Ackerman Elementary School
Open to Close Renovation
CWPA Project No. 13125

Dear Ed:

Bids were received for the above referenced project at the Don Stroh Administration Center Wednesday, March 19, 2014. Per the attached bid tab, seven bids were received. The low base bid was submitted by F & B Constructors in the amount of $128,800.00. There was one alternate to add new security exit hardware to the kindergarten classroom door in the amount of $1,200.00. The original budget for the project was $178,512.00. The architectural/engineering estimate based on the completed construction documents was $165,909.00.

CWPA has worked with F & B Constructors and we understand that the District has also worked with them in the past. We have talked with John Flor, Vice President of F & B Constructors. John indicated that they are comfortable with their bid and the schedule of the project. We recommend a contract be awarded to F & B Constructors for the base bid and alternate amounts for a total of $130,000.00.

Please let me know if you need any additional information.

Sincerely,

Darin Blair

Darin Blair, Architect
Carlson West Povondra Architects

DB/mmb

Attachment

cc: George Morrissey, Morrissey Engineering, Inc.

5060 Dodge Street Omaha, Ne 68132
Tel 402.551.1500 Fax 402.551.9488
www.cwparchitects.com

Millard Public Schools
Ackerman Elementary
Classroom Open/Close
5110 South 156th Street
Omaha, Nebraska

CWPA 13125

Tabulation of Bids
March 19, 2014, 2:00 pm

General Contract Bidders	**Base Bid** Lump Sum	**Alternate No 1** New Hardware at Door 1104	**Addendum** Number Received	**Bid Security**
F & B Constructors	**128,800**	**1,200**	**2**	**Yes**
JFK Construction	152,731	1,288	2	Yes
Larson & Son / Barry	133,400	1,270	2	Yes
McGinnis Construction	144,200	1,284	2	Yes
Prairie Construction	143,000	1,400	2	Yes
Rife Construction	143,998	1,139	2	Yes
Winn Construction	159,454	1,400	2	Yes

Note: The low bidder is shown in bold print.

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Aldrich Elementary Project

MEETING DATE: April 2, 2014

DEPARTMENT: General Administration

ACTION DESIRED: Approval __x__ Discussion ___ Information Only ____ .

BACKGROUND: The progressive steps for construction projects are as follows:

1. Schematic Design (SD) *
   - "30 thousand feet view" – initial design and cost estimates
2. Design Development (DD)
   - "10 thousand feet view" – refined design and cost estimates
3. Construction Documents (CD) *
   - "Pattern altitude view" – final design and cost estimates plus all of the information necessary for contractors to bid the project.
4. Bidding/Awarding of Contract (BA) *
   - The receipt and opening of bids and the presentation to the board for the award of the construction contract.
5. Contract Administration (CA)
   - Supervision and documentation of the construction project.

* Board Meeting Presentations

This project is at the "Bidding/Awarding of Contract" step of the process. It is being funded by 2013 bonds. Sampson Construction is the project manager.

See the attached Architect's Letter and Bid Tab for more information.

OPTIONS AND ALTERNATIVES: n/a

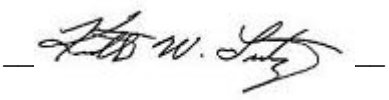
RECOMMENDATION: It is recommended that the contract for the Aldrich Elementary project be awarded to D.R. Holtz Contracting, Inc. in the amount $350,750 (with such amount including the Base Bid and Alternates #1 and #2), and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 

Calvin L. Hinz
ARCHITECTS, P.C.

3705 North 200th Street
Elkhorn, Nebraska 68022

Tel: (402) 291-6941
Fax: (402) 291-9193
www.clharchitects.com

Calvin L. Hinz, AIA
Principal

March 27, 2014

Mr. Ed Rockwell
Millard Public Schools
13906 F Street
Omaha NE 68137

Re: Millard Public Schools
Open to Close - Aldrich Elementary School
CLH Architect Project No. 2013-25

Dear Mr. Rockwell:

Bids were received for the above referenced project at the Don Stroh Administration Center on Tuesday, March 25, 2014 at 2:00 PM CDT. Two bids were received as shown on the attached Bid Tabulation form.

The apparent low base bid was submitted by DR. Holtze Contracting, Inc. in the amount $328,000. There were two alternates bid for this project. Alternate No. One was to provide a completely new addressable fire alarm system and would add $39,250.00 to the base bid. Alternate No. Two was to allow steel and CPVC plastic for fire sprinkler piping and would deduct the amount of $16,500 from the base bid. The Executive Construction Committee recommends accepting both Alternates and when combined with the Lump Sum Base Bid would result in a total contract amount of $350,750.00.The original Bond Issue budget for the project was $490,760.00. The architectural/engineering opinion of probable construction cost based on the completed construction documents was $568,488.00.

Though CLH Architects has not worked with his new company, D.R Holtze Contracting, Inc., we have had a good experience with Rex Holtze on a renovation project. We have contacted some of the references provided by D.R. Holtze Contracting, Inc. who were also satisfied with Holtze's previous companies' performance. We have met with Rex Holtze of D.R Holtze Contracting, Inc. and he has indicated that they are comfortable with their bid and the schedule. We recommend a contract be awarded to D.R. Holtze Contracting, Inc.. Following the recommendation of the Executive Construction Committee to accept both Alternates, the total contract award amount would be $350,750.00.

Please let CLH know if additional information is needed by Millard Public Schools.

Sincerely,

Attachment
Copies: David Cavlovic, Sampson Construction
Philip Schreier, Farris Engineering,

BID TABULATION

PROJECT NAME:
Millard Public Schools - Aldrich Elementary - Open to Close
PROJECT NO: 2013-25
DATE: March 25, 2014
TIME: 2:00 PM

Contractor	Addendums Received	Base Bid	Alternate No. 1	Alternate No. 2	Bid Bond
D.R. Holtze Contracting, Inc.	1-2	$328,000.00	ADD $39,250.00	DEDUCT $16,500.00	YES
Elkhorn West Construction	1-2	$435,900.00	ADD $41,200.00	DEDUCT $16,000.00	YES
F&B Constructors, Inc.	**NO BID**				
Rife Construction Inc.	**NO BID**				

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Bryan Elementary Project

MEETING DATE: April 2, 2014

DEPARTMENT: General Administration

ACTION DESIRED: Approval _x_ Discussion ___ Information Only ___ .

BACKGROUND: The progressive steps for construction projects are as follows:

1. Schematic Design (SD) *
   - "30 thousand feet view" – initial design and cost estimates
2. Design Development (DD)
   - "10 thousand feet view" – refined design and cost estimates
3. Construction Documents (CD) *
   - "Pattern altitude view" – final design and cost estimates plus all of the information necessary for contractors to bid the project.
4. Bidding/Awarding of Contract (BA) *
   - The receipt and opening of bids and the presentation to the board for the award of the construction contract.
5. Contract Administration (CA)
   - Supervision and documentation of the construction project.

* Board Meeting Presentations

This project is at the "Bidding/Awarding of Contract" step of the process. It is being funded by 2013 bonds. Sampson Construction is the project manager.

For more information, see the attached letter and bid tab from the architect.

OPTIONS AND ALTERNATIVES: n/a

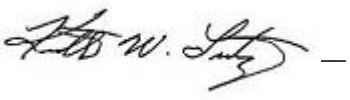
RECOMMENDATION: It is recommended that the low bid for the Bryan Elementary Project be rejected due to the contractors lack of experience with similarly complex educational construction projects; that the contract for said Project be awarded to the second to low bid F&B Constructors, Inc. in the amount $3,026,000 (with such amount including the Base Bid and Alternates #1, #2, and #3); and, that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 

bcdm
architects

April 1, 2014

Mr. Ken Fossen
Millard Public Schools
Support Service Center
13906 F Street
Omaha, NE 68137

RE: MPS Bryan Elementary School Renovations
BCDM Project No. 3005-06

Dear Ken:

Bids were received for the above referenced project on Wednesday, March 26, 2014. Per the attached bid tab, three bids were received. The low base bid was submitted by Winn Construction Inc. in the amount of $2,962,500 (with all Alternates). BCDM's estimate for this work was $3,256,942.

BCDM Architects has not worked directly with Winn Construction and the District also reports no prior experience with Winn Construction. A pre-award interview with Winn Construction was conducted by Sampson Construction (Construction Manager), Millard Public Schools and BCDM (i.e., the District's Executive Construction Committee). Also, an A305 Contractor's Qualification Statement is on file. These sources provide the following information.

- **No Educational or Similar Project History:** The District's Construction Committee was not aware of any educational projects having been completed by Winn Construction. Further, Winn Construction did not report any such experience to the Committee either. See included A305 Contractor's Qualification Statement.
- **Project Scope Exceeds Past Experience:** Of the projects cited in the A305, only one exceeds 2 million - a "security lights and cameras" project. Other project scopes are less than 1.6 million in value. See included A305 Contractor's Qualification Statement.
- **No Project Superintendent Identified:** Terry Winn noted that current staff are scheduled on existing projects in Leavenworth and Wichita, Kansas; and that they "will hire a site superintendent with the needed experience."
- **Project Schedule Understanding:** Winn Construction noted in the interview a plan to work weekends and long hours if required to complete the project on time. When asked to share the project approach and schedule, Winn Construction replied they didn't have a plan established and cited it as "to be discussed".

- **Reference Concerns:** Sampson Construction's reference check with a representative of the Veterans Administration (VA) noted Winn Construction was good to work with and fair with change orders, however, the representative also noted Winn Construction had shortcomings in managing and supervising.

All of the above information (except the "Reference Concerns") was reviewed and discussed by the District's Executive Construction Committee at its meeting on March 27th. Based upon the information discussed at their meeting (and the interview with the Winn owners), the members of the Executive Construction Committee had concerns about Winn's ability to complete the Bryan project on time and were more comfortable recommending F&B Constructors Inc. to the board.

Subsequent to the March 27th meeting, the District's project managers, architects, and construction managers had another meeting via telephone conference call on April 1st. Additionally, the construction managers conducted further reference checks with regard to F&B Constructors. The additional information (see "Reference Concerns" above) available on April 1st provided further evidence supporting the Executive Construction Committee's position of March 27th.

A similar background check regarding project completed by F&B Constructors was conducted. Unlike Winn, F&B has completed large, complex, educational projects (including a major renovation at Hitchcock Elementary in Millard) and has a seasoned project superintendent on board who would be assigned to the Bryan Elementary Project.

In light of the above, BCDM does not take exception the District's Executive Construction Committee's recommendation to reject the low bid (Winn) and award the project contract to the second to low bid (F&B).

Please advise if you require any additional information.

Sincerely,

Kevin Schluckebier, AIA, CEFP, LEED AP
BCDM Architects

KES/mmm
Attachments: Bid Tab and A305 Contractor's Qualification Statement

e-copy: File 3005-06_2.1

bcdm architects
1015 North 98th Street, Suite 300
Omaha, NE 68114

March 26, 2014

BID TABULATION - BRYAN ELEMENTARY SCHOOL INTERIOR & EXTERIOR RENOVATIONS

BCDM NO. 3005-06

	CONSTRUCT INC	F&B CONSTRUCTORS INC	WINN CONSTRUCTION
Lump Sum Base Bid	$2,880,000	$2,840,000	$2,766,000
Addenda (2)	Yes	Yes	Yes
Bid Security	Yes	Yes	Yes
Prime Subcontractors:			
Mechanical Work	JW Smith	JW Smith	JW Smith
Plumbing Work	Tritz	TSI Mechanical	Tritz
Electrical Work	Stregic Electric	Stregic Electric	Stregic Electric
Alternates:			
1. Add unit-mounted equip. screen around East RTU	$10,000	$10,000	$14,500
2. Add screen wall on east side of building	$154,000	$156,000	$143,000
3. Remove & replace handwashing units	$41,000	$20,000	$39,000
Unit Prices:			
1. Linear foot of structural deck to match existing	$100/SF	$300/60 SF	$35.00
Voluntary Substitutions	---	---	---

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Upchurch Elementary Playground Project

MEETING DATE: April 2, 2014

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Award of Contract for Upchurch Elementary Playground Project – A school and PTA funded project for playground equipment at Upchurch Elementary.

ACTION DESIRED: Approval __x__ Discussion ___ Information Only ____ .

BACKGROUND: This is a project to expand the playground facilities at Upchurch Elementary School. It is being funded via Upchurch Elementary and their PTA.

For additional information, see the Engineer's Letter and Bid Tab are attached.

OPTIONS AND ALTERNATIVES: n/a

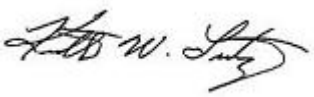
RECOMMENDATION: It is recommended that the contract for the Upchurch Elementary Playground project be awarded to Dostals Construction, Inc. in the amount of $59,500 (with such amount including the base bid only), and, that the associate superintendent for general administration be authorized to sign any and all documents related to the project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE:

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: ___  _

March 27, 2014

Millard Public Schools
Ken Fossen
13906 'F' Street
Omaha, NE 68135

RE: Upchurch Elementary Playground Improvements – Phase II
Olsson Project No. 013-2793

Dear Mr. Fossen,

On March 20, 2014 at 11:30 am bids were publicly opened for the Upchurch Elementary Playground Improvements – Phase II. Bids were received from Dostals Construction, Inc.

The Engineer's Estimate for this work was $41,881.00 for the project.

Olsson Associates has worked with Dostals Construction, Inc., on both Millard Public School District projects as well as others over the years and they have always performed satisfactory. Therefore, we have no reason to believe the contractor will not successfully perform on this project.

Olsson Associates recommends that Dostals Construction, Inc., with a base bid total of $59,500.00 be awarded the contract to complete the work found at Upchurch Elementary Playground Improvements – Phase II project.

Sincerely,
Olsson Associates

Michael Henrichs

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895
www.olssonassociates.com

OLSSON ASSOCIATES

Upchurch Elementary Playground Improvements - Phase II
OMAHA, NEBRASKA -2014

BID TABULATION
20-Mar-2014 OA #013-2793
11:00 AM Page 1 of 1

CONTRACTOR				Dostal Construction Compay							
Item No.	**ITEM**	**UNIT**	**QTY.**	**Lump Sum**		**Lump Sum**		**Lump Sum**		**Lump Sum**	
	Lump Sum Bid Price				59,500.00						
	Alternate #1 Lump Sum				44,500.00						
	Alternate #2 Lump Sum				23,700.00						
	TOTAL BID				127,700.00		0.00		0.00		0.00
	Substantially Complete On or Before:				8/10/2014						
	Complete and Ready for Final Payment On or Before:										
	Addenda Received:				1						
	Bid Guarantee:				yes						
	Remarks:										

F:\OASTANDARDS/CLERICAL/FORMS/BIDTABLUMPSUM.XLS

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for District-Wide Intrusion Detection Project

MEETING DATE: April 2, 2014

DEPARTMENT: General Administration

ACTION DESIRED: Approval __x__ Discussion ___ Information Only ____ .

BACKGROUND: This is a 2013 bond project (security) discussed with the Board prior to the bond issue election. It is being managed by the District's staff.

For more information, see the attached Letter and Bid Tab.

OPTIONS AND ALTERNATIVES: n/a

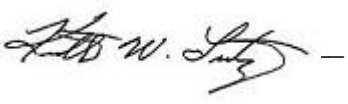
RECOMMENDATION: It is recommended that the contract for the District-Wide Intrusion Detection Project be awarded to Dakota Security Systems in the amount $284,126 and that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 

morrissey engineering inc
mechanical | electrical | technology | commissioning

March 11, 2014

Millard Public Schools
5606 South 147th Street
Omaha, NE 68137

Attn: Dr. Ken Fossen

Project #13160: MPS District Security Upgrade Phase 2 - Package A - Intrusion Detection
RE: Bid Proposals dated March 11, 2014

Ken:

Bids were received for the District Wide Security Upgrade Phase -2 - Package A - Intrusion Detection project in Conference Room A at the Don Stroh Administration Center on March 11, 2014 at 10:00 a.m. Package A includes all of the elementary buildings. Per the attached bid tab, three bids were received. The low base bid was submitted by Dakota Security Systems in the amount of $284,126 (two hundred eighty four thousand one hundred twenty six dollars). Dakota Security successfully completed the majority of the District Wide Security - Phase 1 - Video Intercom and are in the process of completing punch lists and closing the project out. Dakota Security has also completed many security projects throughout the country including recent work for Gretna Public Schools and University of Nebraska at Omaha. They also perform work for the Omaha Police Department and several other government agencies. We recommend proceeding with the low bid.

The bid amount of $284,126 is well below the project estimate of $470,000. Many factors contributed to the bids being under budget. As design progressed, efficiencies were realized that saved cost to the district such as changes to UL requirements that allow monitoring to be performed over IP instead of over analog phone lines. Placing the new security panels in IT Rooms which are centrally located saved wiring over reusing current locations which are typically by the dock door.

The next low bid was $420,327. This bid was considerably higher than the low bid, but much closer to the estimated budget. We confirmed with Dakota that they are comfortable with their bid amount. They indicated that they are extremely familiar with existing conditions at all of the buildings due to being the contractor on Package 1.

There was one unit price for an additional motion sensor. Dakota had the lowest unit price at $300 (three hundred dollars).

Dakota indicated on their Bid Proposal they would finish the entire project by January 9th, 2015 which agrees with the specifications.

We recommend a contract be awarded to Dakota Security Systems in the amount of $284,126 (two hundred eighty four thousand one hundred twenty six dollars).

Please advise if you require any additional information.

Sincerely,

Andrew Lang, PE

Enclosure

c: Ed Rockwell - Millard Public Schools

4940 North 118th Street
Omaha, NE 68164
P: 402.491.4144
www.morrisseyengineering.com

PROJECT: MPS District Security Upgrade
Phase 2 - Package A - Intrusion Detection

BID DATE: 3/11/2014
BID TIME: 10:00 a.m.
MEI PROJECT NO.: 13160

morrissey engineering inc
mechanical | electrical | technology | commissioning

BID TABULATION

BIDDERS	Base Bid	Unit Price 1		Bid Bond	Comments
Stanley Security	**$585,841.40**	**$469.17**		**Y**	Teamed w/ Prairie Technology
Dakota Security	**$284,126**	**$300**		**Y**	
SEI	**$420,327**	**$305**		**Y**	

To furnish the security system as specified, delivered and installed complete as described in construction documents dated 2/14/14 for MPS District Secuty Upgrade Phase 2 - Package A - Intrusion Detection

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Easement for OPPD

MEETING DATE: April 2, 2014

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Approval of Easement for OPPD – An easement for OPPD to do work at the intersection of 156th & Q Streets.

ACTION DESIRED: Approval _x_ Discussion ___ Information Only ___ .

BACKGROUND: OPPD needs to do some work at the intersection of 156th & Q Streets. Since this work will require them to enter onto District property, they need an easement to commence their project.

For more information, see the attached Right-of-Way Easement.

[Note: The Easement should be signed by the President and Secretary of the Board.]

OPTIONS AND ALTERNATIVES: n/a

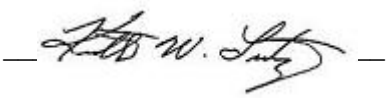
RECOMMENDATION: It is recommended that the Right-of-Way Easement for OPPD related to work to be conducted at 156th & Q Streets be approved as submitted.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 

UNG
March 25, 2014

OPPD Doc. #:_____

RIGHT-OF-WAY EASEMENT

MILLARD SCHOOL DISTRICT NO. 17,
owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

That part of the Southeast Quarter (SE ¼) of Section Three (3), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast Corner of said Section 3; thence S90°00'00"W (assumed bearing) along the South line of said Southeast Quarter of Section 3 for 50.00 feet; thence N01°38'14"E for 50.00 feet to the true point of beginning; thence S90°00'00"W for 702.56 feet along a line 50.00 feet North of and parallel with the South Line of said Southeast Quarter of Section 3; thence N01°38'14"E for 610.27 feet parallel with the East line of said Southeast Quarter of Section 3; thence S90°00'00"W for 558.38 feet along a line 10 feet South of and parallel with the South plant boundary of Lakeview Heights 1st Addition to the East right-of-way line of Lakeshore Drive; thence N01°33'13"E for 10 feet along the said East right-of-way o the Southwest corner of Lot 58, Lakeview Heights 1st Addition; thence N90°00'00"E for 1260.96 feet along the South line of Lots 58, 59, 69, 70, 71, 99, 100, 111 and 112 to the Southeast corner of said Lot 112, Lakeview Heights 1st Addition; thence S01°38'14"W for 620.27 feet along a line parallel with and 50 feet West of the East line of said Southeast Quarter of Section 3 to the true point of beginning. (Contains 10.128 acres more or less)

Except: (Book 1821 Page 639)

A parcel of land lying in the Southeast Quarter (SE ¼) of Section Three (3), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of said Section 3; thence S86°54'48"W (assumed bearing) along the South line of said Southeast Quarter, 32.07 feet, thence N03°05'12"W, 33.00 feet to a point of intersection of the Northerly right-of-way line of "Q" Street with the Westerly right-of-way line of 156th Street, being the point of beginning; thence S86°54'48"W along said Northerly right-of-way line of "Q" Street, 292.93 feet, thence N03°05'12"W, 17.00 feet; thence N86°54'48"E, 276.41 feet; thence N01°26'32"W, 33.48 feet; thence N88°33'28"E, 17.00 feet to a point on the Westerly right-of-way line of 156th Street; thence S01°26'32"E along said Westerly line 50.00 feet to the point of beginning. (Contains 0.13 acres more or less)

in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to the **OMAHA PUBLIC POWER DISTRICT**, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate (the "Easement Area"):

See Exhibit "A" attached hereto for sketch of easement area

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of the Easement Area

Return to:
OPPD Land Right
444 South 16th Street Mall
Omaha, Nebraska 68102

and to temporarily open any fences crossing said area. Grantor agrees that the existing grade of the Easement Area shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. It is further agreed and understood that electrical facilities will be located under an existing sidewalk used as access to the school. If the sidewalk needs to be removed, to exercise the rights granted herein, the District will provide written notice to the Grantor and the Building Principal before commencing work and shall be responsible for all costs of removal and reinstallation of the existing sidewalk. The District will provide a temporary sidewalk as necessary during any construction that limits or prevents the use of the existing sidewalk.

Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the District hereunder. Grantor agrees not to construct or erect any building or improvements other than paving, curbing and/or landscaping on or over the Easement Area.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner and only when reasonably necessary.

The District shall pay the Grantor and/or lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

This easement shall run with the land, constitutes the entire agreement between the parties, and shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of APRIL, 2014.

OWNERS SIGNATURE(S)

By:_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF)

On this _____ day of _____, 2014, before me the undersigned, a Notary Public in and for said County, personally came _____

President of **MILLARD PUBLIC SCHOOL BOARD OF EDUCATION**

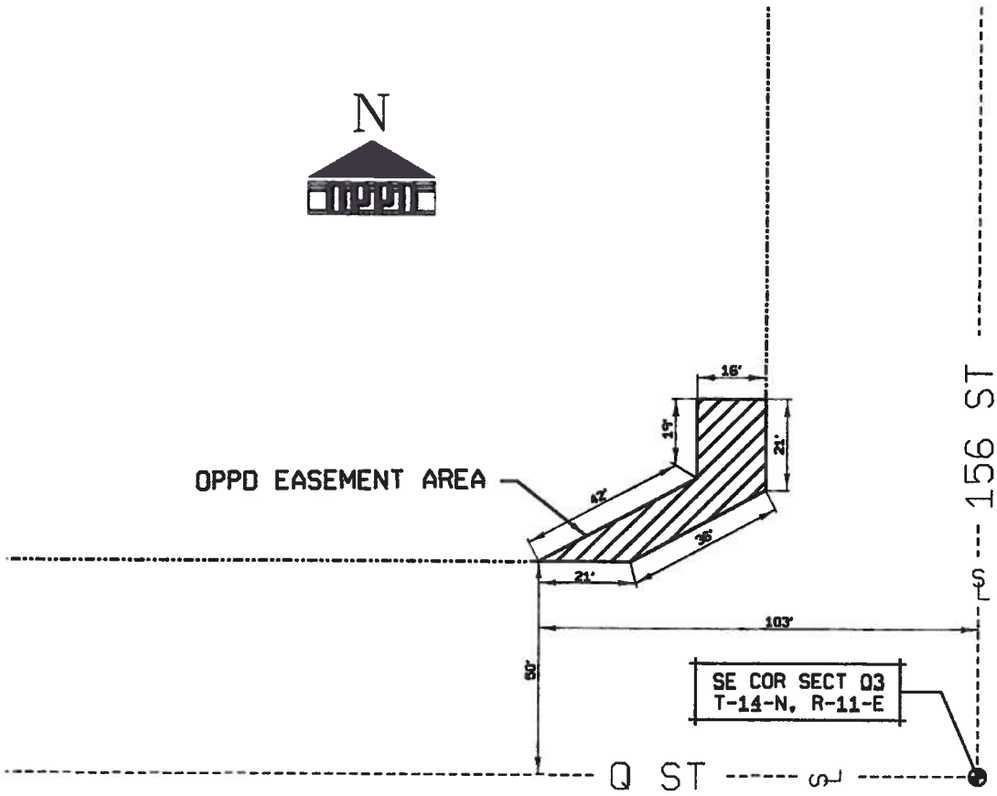
personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

_____
NOTARY PUBLIC

your energy partner OPPD Omaha Public Power District	**EXHIBIT "A"**	Page 1 of 1

Easement Legal Description:



OMAHA PUBLIC POWER DISTRICT

LAND RIGHTS DEPARTMENT

Project Name:		156th & Q Streets			Work Order No.		494371	
Tract No:		1			Date Prepared:		1-30-14	
SE	¼	Section	03	Township	14	Range	11	East
Douglas	County	ROW	JDF	Engineer	Samir	Customer Rep.		Sobbing