



Board of Regents Meeting

Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska 68583-0745

Friday, December 1, 2023

9:00 a.m.

Board of Regents Meeting

December 1, 2023

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AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, NE 68583-0745
Friday, December 1, 2023
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON NOVEMBER 7, 2023
- IV. PRESENTATIONS
- V. KUDOS
 - Brian Peterson, University of Nebraska at Kearney*
 - Andrew Brown, University of Nebraska-Lincoln*
 - Erica Hansen, University of Nebraska Medical Center*
 - Cara Ortega, University of Nebraska at Omaha*
- VI. RESOLUTIONS
 - Resolution of Recognition for President Ted Carter*
- VII. HEARINGS
- VIII. PRESIDENT'S REMARKS
- IX. PUBLIC COMMENT

The Standing Rules of the Board provide that any person who gives 24 hours' notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting. Each person will be given three minutes to make their remarks.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. President's Personnel Recommendations, Addendum X-A-1
 - 2. Approval to award degrees and certificates for the 2023-2024 Academic Year, including 2024 Summer Sessions for the Nebraska College of Technical Agriculture (NCTA), the University of Nebraska at Kearney (UNK), the University of Nebraska-Lincoln (UNL), the University of Nebraska Medical Center (UNMC), and the University of Nebraska at Omaha (UNO), Addendum X-A-2

B. BUSINESS AND FINANCE

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

1. Approval to transition the Graduate Certificate in Medical Family Therapy jointly administered by the Department of Child, Youth, and Family Studies in the College of Education and Human Sciences at UNL and the Department of Internal Medicine in the College of Medicine at UNMC to a program to be solely administered by the UNL department and college, Addendum XI-A-1

B. BUSINESS AND FINANCE

University of Nebraska at Kearney

1. Approval to name the new Sorority Life Building at UNK “Bess Furman Armstrong Hall” pursuant to Regents Policy 6.2.7(3)(c), Addendum XI-B-1

University of Nebraska-Lincoln

2. Approval of contract for Construction Manager at Risk (CMR) with Kiewit Building Group Inc. and the University of Nebraska for the Memorial Stadium Improvement Project, Addendum XI-B-2
3. Approval of Interlocal Cooperation Agreement with the Nebraska State Patrol for Supplemental Security and Law Enforcement at UNL Events, Addendum XI-B-3
4. Acceptance of Learjet 45 gift for the University of Nebraska, Addendum XI-B-4
5. Approval of Ground Lease for Proposed USDA-ARS Buildings to be located at Nebraska Innovation Campus, Addendum XI-B-5

University of Nebraska Medical Center

6. Approval of Program Statement for the Infectious Diseases Air Transport Training (IDAT) Facility at UNMC, Addendum XI-B-6

University of Nebraska at Omaha

7. Acceptance of gift from the Nebraska Philanthropic Trust for the Extension Facility at Baxter Arena, Addendum XI-B-7

University of Nebraska at Kearney and University of Nebraska Medical Center

8. Approval to name the Rural Health Education Complex the “Douglas A. Kristensen Rural Health Education Complex” at UNK pursuant to Regents Policy 6.2.7 and to waive the restriction on naming in honor of a current University employee set forth in Regents Policy 6.2.7(4)(b), Addendum XI-B-8

C. EXECUTIVE

1. Approval of Christopher J. Kabourek as Interim President of the University of Nebraska, Addendum, XI-C-1
2. Appointment of Board Chair as “Designated Representative” to Nebraska Medicine, Addendum XI-C-2

D. FOR INFORMATION ONLY

1. Amendments to Sections 1.3 and 1.4 of the Standing Rules relating to establishment of a Health Affairs Standing Committee, Addendum XI-D-1

E. REPORTS

1. Report on renaming the Master of Laws (L.L.M.) in Space, Cyber, and Telecommunications Law to the L.L.M. in Space, Cyber, and National Security Law in the College of Law at UNL, Addendum XI-E-1
2. Report on renaming the Department of Pathology and Microbiology to the Department of Pathology, Microbiology, and Immunology at UNMC, Addendum XI-E-2
3. Report on Fall 2023 Student Credit Hours, Addendum XI-E-3
4. Accountability Measures Dashboard, Addendum XI-E-4
5. Intermediate Design Review for CORE Building at UNMC, Addendum XI-E-5
6. Report on Othmer-Topp Endowment Fund for fiscal year ended June 30, 2023 at UNL, Addendum XI-E-6
7. Report on Bids and Contracts, Addendum XI-E-7
8. Quarterly Report on Status of Capital Construction Projects, Addendum XI-E-8

XII. ADDITIONAL BUSINESS



BOARD OF REGENTS AGENDA ITEM SUMMARY

December 1, 2023

AGENDA ITEM: Consent Agenda

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Ted Carter, President

PURPOSE & KEY POINTS

Academic Affairs

1. President's Personnel Recommendations

Section 3.2 of the *Bylaws of the Board of Regents* provides that appointments to the positions of Vice Chancellor, Dean, and equivalent ranks, shall be made by the President, subject to approval by the Board. Approval of the following appointment is recommended:

- Christopher Kratochvil as Vice Chancellor (Special) for External Relations at UNMC, effective December 1, 2023 (\$266,046, FY, 1.00 FTE).

2. Approval to award degrees and certificates for the 2023-2024 Academic Year, including 2024 Summer Sessions, for the Nebraska College of Technical Agriculture (NCTA), the University of Nebraska at Kearney (UNK), the University of Nebraska-Lincoln (UNL), the University of Nebraska Medical Center (UNMC), and the University of Nebraska at Omaha (UNO).

Section 1.5 of the *Bylaws of the Board of Regents* provides that upon recommendation by appropriate faculties, degrees and certificates shall be granted and issued by the Board. Further, degrees, diplomas, and certificates in course, which have been recommended by the several faculties and granted by the Board, shall be awarded at such times as the Board may direct.

The Board approves the following award dates:

NCTA

December 15, 2023 (no ceremony)

May 9, 2024

August 2, 2024 (no ceremony)

UNK

December 15, 2023

May 17, 2024

August 9, 2024

UNL

December 15-16, 2023

May 17-18, 2024

August 17, 2024

UNMC

December 15, 2023 (ceremony only held in Omaha)

May 2, 2024 (ceremonies held in Kearney, Norfolk, and Lincoln)

May 4, 2024 (ceremonies held in Omaha and Scottsbluff)

August 11, 2023 (no ceremony)

UNO

December 15, 2023

May 17, 2024

August 16, 2024 (no ceremony)

PRESIDENT’S RECOMMENDATION

The President recommends approval of the Consent Agenda.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs**December 1, 2023**

AGENDA ITEM: Approval to transition the Graduate Certificate in Medical Family Therapy jointly administered by the Department of Child, Youth and Family Studies in the College of Education and Human Sciences at UNL and the Department of Internal Medicine at UNMC to a program to be solely administered by the UNL department and college

☐ **Review**☒ **Review + Action**☐ **Action**☐ **Discussion**☐ *This is a report required by Regents' Policy.*

PRESENTERS: Jeffrey P. Gold, Executive Vice President and Provost

PURPOSE & KEY POINTS

The Graduate Certificate in Medical Family Therapy is currently jointly offered by UNMC and UNL. UNMC no longer has the core faculty to administer the program and supports the administrative transition to UNL; UNMC will no longer offer the program. The UNL-led certificate will become an integral option within the master's degree in Child, Youth and Family Studies, Marriage and Family Therapy specialization. The necessary medical expertise will be met by three adjunct faculty members who have extensive clinical experience; these individuals also work at UNMC as part of the Psychology Services unit.

BACKGROUND INFORMATION

On December 11, 1999, the Board of Regents approved the creation of the interdepartmental Clinical Certificate Program in Medical Family Therapy.

RECOMMENDATION

The President recommends the administrative transition of the Medical Family Therapy Graduate Certificate program to UNL.



September 13, 2023

Ted Carter, President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68588

Dear President Carter,

I am forwarding material relating to a proposal to modify administration of the Graduate Certificate in Medical Family Therapy.

Since 1999 the Graduate Certificate in Medical Family Therapy has been jointly administered by the UNL Department of Child, Youth and Family Studies in the College of Education and Human Sciences and the UNMC Department of Internal Medicine. The proposal to have the program be solely administered by UNL is a result of UNMC no longer having the faculty or expertise to teach these courses. The chief academic officer at UNMC supports this transition to UNL. The UNL Department of Child, Youth and Family Studies has taken the necessary steps to assume sole administration and to continue to offer the program, which is integral to the existing master's degree in Child, Youth and Family Studies, Marriage and Family Therapy specialization.

The proposal has the approval of the Academic Planning Committee, Executive Vice Chancellor Katherine Ankerson, College of Education and Human Sciences Dean Sherri Jones, Graduate Council and Dean Deb Hope, CEHS faculty and curriculum committees, and it has my approval. I am requesting you approve it as well.

Sincerely,

Rodney D. Bennett, Ed.D.
Chancellor

c: Mehmet Can Vuran, Chair, Academic Planning Committee and Professor, School of Computing
Katherine Ankerson, Executive Vice Chancellor
Sherri Jones, Dean, College of Education and Human Services
Deb Hope, Dean and Associate Vice Chancellor, Graduate Studies
Michael Merten, Chairperson and Professor, Child, youth and Family Studies
Josh Davis, Associate to the Chancellor
Renee Batman, Assistant Vice Chancellor
Suzi Tamerius, Project Coordinator
Karen Griffin, Coordinator of Faculty Governance
David Jackson, Vice Provost
Angela Iwan, Executive Assistant to the Executive Vice President and Provost



October 18, 2023

David Jackson, Ph.D.
Vice Provost
University of Nebraska System
145 Varner Hall
Lincoln, NE 68583-0743
djackson@nebraska.edu

RE: Discontinuation of the Family Medicine Therapy Program

Dear Dr. Jackson:

It is my pleasure to support the recommendation of Dean Brad Britigan and Sr. Vice Chancellor Dele Davies concerning the Family Medicine Therapy program.

As you no doubt know, this is housed in the department of Family Medicine and has been a shared program with the University of Nebraska-Lincoln. As you are also likely aware, there have been no students in the program since 2017, nor have there been any applicants. No faculty will be impacted by this UNMC discontinuation and there are no students that will need to be "taught out" as a result of this decision. There will be no financial impact of which we are aware, as there have been no assigned faculty or staff to this program for some time.

It is also well known that the University of Nebraska-Lincoln offers an equivalent program to help meet the needs of the region as related to Family Therapy. It is our hope that the University of Nebraska-Lincoln will continue to support these needs over time.

If you have any additional questions, please feel free to reach out at any time.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Jeffrey Gold', is written over the printed name and title.

Jeffrey P. Gold, MD
Chancellor

JPG/mn

cc: H. Dele Davies, MD



MEMORANDUM

TO: Can Vuran, APC Chair

FROM: Katherine Ankerson, Executive Vice Chancellor *KSA*

DATE: August 30, 2023

SUBJECT: Modification Proposal for the Medical Family Therapy Graduate Certificate

Attached please find a proposal to modify the Graduate Certificate in Medical Family Therapy jointly administered by the Department of Child, Youth and Family Studies in the College of Education and Human Sciences at UNL and the Department of Internal Medicine at UNMC.

The Graduate Certificate in Medical Family Therapy was approved in 1999 as a jointly administered graduate certification program between UNL and UNMC. The modification proposed is to transition the graduate certificate program to be solely administered by the Department of Child, Youth and Family Studies, College of Education and Human Sciences at UNL. The proposal is a result of the Department of Internal Medicine at UNMC no longer having the faculty or expertise to teach these courses. The chief academic officer at UNMC proposed deletion of the program last year and strongly supports the transition to UNL.

The Department of Child, Youth and Family Studies, College of Education and Human Sciences and UNL have taken the necessary steps to assume sole administrative oversight and to continue to offer the program. Moreover, the program is integral to their existing master's degree program in Child, Youth and Family Studies, Marriage and Family Therapy specialization.

The modification proposal has the full support of the CEHS faculty and curriculum committees, Dean Sherri Jones, Graduate Council and Dean Deb Hope. I fully support this proposal.

University of Nebraska-Lincoln

Modification of Graduate Certificate

I. Descriptive Information

Name of Institution Proposing Modification of Graduate Certificate
University of Nebraska-Lincoln
Name of Current Graduate Certificate
Medical Family Therapy Graduate Certificate
Name of Proposed Graduate Certificate
Medical Family Therapy Graduate Certificate
Name of Masters Program
Master's of Science in Child, Youth, and Family Studies, with a specialization in Marriage and Family Therapy
Other Programs Offered in this Field by this Institution
None
CIP Code <i>[IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]</i>
51.1505
Current Subject Code
FMED – UNMC Courses and CYFS – UNL Courses
Proposed Subject Code
CYFS for all courses
Primary Administrative Unit for the Proposed Graduate Certificate
Child, Youth and Family Studies
All Units Participating in the Graduate Certificate
List of Faculty Members who will Serve on Certificate Advisory Committee
Carrie Hanson-Bradley, Assistant Professor of Practice Gilbert Parra, Professor Kaitlyn Coburn, Assistant Professor
Proposed Delivery Site
UNL
Graduate Certificate will be offered <i>[full program, not individual courses]</i>
☒ On-campus only ☐ Distance only ☐ Both (on-campus and distance)
Graduate Certificate will be Offered to
☐ UNL degree seeking ☐ UNL non-degree seeking ☒ Both ☐ Other (please explain)
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date the New Graduate Certificate will be Initiated
Upon approval

II. Details

A. Description of Proposed Modification:

We are proposing that the Medical Family Therapy Graduate Certificate Program be transitioned from being jointly administered by the Department of Internal Medicine (UNMC) and the Department of Child, Youth and Family Studies (UNL), to be solely administered by the Department of Child Youth and Family Studies, College of Education and Human Sciences (UNL).

The Department of Internal Medicine no longer has the faculty or expertise to teach courses that had been offered. The Department of Child, Youth and Family Studies has three adjunct faculty members (temporary lecturers) who also work at UNMC as part of the Psychology Services, who have agreed to teach the three core courses. These instructors are also clinicians and have years of experiences practicing Medical Family Therapy in the hospital setting. CYAF 957: Theory and Practice of Medical Family Therapy, CYAF 958: Families, Health & Illness and CYAF 959: Applied Medical Family Therapy have all been modified and updated, and approved through the University Curriculum Committees to fill the curricular need for the program to be solely administered by UNL.

There are two approaches students can take to complete this certificate, Approach A and Approach B:

Approach A. Professionals who have completed a clinical master's and/or doctorate degree in a mental health field (e.g., marriage and family therapy, social work, psychology, etc.) will complete:

- CYAF 957: Theory and Practice of Medical Family Therapy (or equivalent)
- CYAF 958: Families, Health & Illness
- CYAF 959: Applied Medical Family Therapy
- CYAF 951: Theoretical Foundations of Marriage and Family Therapy (or equivalent)
- CYAF 997: Clinical Practicum (or equivalent)

Approach B. Students currently enrolled in a clinical mental health masters or doctoral program (e.g., marriage and family therapy, social work, school psychology, counseling psychology, psychology, etc.) will complete:

- CYAF 957: Theory and Practice of Medical Family Therapy (or equivalent)
- CYAF 958: Families, Health & Illness
- CYAF 959: Applied Medical Family Therapy
- CYAF 951: Theoretical Foundations of Marriage and Family Therapy (or equivalent)
- CYAF 997: Clinical Practicum (or equivalent)

Advisors will work with students to ensure they have completed the appropriate preparation in their program before taking courses in the graduate certificate (e.g. research methods, psychopathology, assessment, ethics, etc.)

All courses taken as part of this certificate will count toward completion of the Master's in Science in Child, Youth and Family Studies with a specialization in Marriage and Family Therapy at UNL, but may not be awarded without an appropriate clinical mental health degree. See Completion Requirements below for additional details.

B. Justification of Proposed Modification

The Department of Internal Medicine no longer has the faculty or expertise to continue teaching the certificate program and proposed deletion of the certificate. However, the certificate is central to the mission of the Marriage and Family Therapy Program. Faculty adjuncts in the Department of Child, Youth and Family Studies have the expertise to continue teaching the courses. These faculty members are all Psychologists, Marriage and Family Therapists or Social Workers who are part of Psychology Services at UNMC (through Nebraska Medicine)

who have years of experience practicing Medical Family Therapy in a Hospital setting. These faculty adjuncts are licensed mental health providers, who also do extensive collaborative care practices with physicians within a collaborative care setting. It is important that the certificate program continue to be offered and the Department of Child, Youth and Family Studies, and College of Education and Human Sciences is able to assume full administrative oversight.

C. Impact on Subject Codes

Will any subject codes need to be created, modified, or deleted in relation to the modification of this certificate Program

No new subject codes will be created. The courses below previously housed at UNMC will become part of the UNL course offerings, under the CYAF subject code:

FMED: 741 changed to CYAF 957: Theory and Practice of Medical Family Therapy

FMED: 742 changed to CYAF 958: Families, Health & Illness

FMED: 743 changed to CYAF 959: Applied Medical Family Therapy

FMED: 744 changed to CYAF 997: Clinical Practicum (or equivalent)

This course will remain the same, with no modifications needed:

CYAF 951 Theoretical Foundations of Marriage and Family Therapy (or equivalent)

III. Additional Details

A. Learning Outcomes

The purpose of this Medical Family Therapy Certificate program is to help clinical students develop the skills, theory, and practice of Medical Family Therapy. Students will learn about collaborative healthcare, medical specializations and terminology, assessments commonly used in healthcare settings and the ways in which biopsychosocial components of patients' and families' lives may impact their experience of health and illness. In addition, they will gain an in-depth understanding of the impact of illness and disease on individuals, couples and families, with an emphasis on the meaning individuals and families construct surrounding the illness experience. Finally, students will learn about integrated behavioral health care, in both educational and clinical settings.

B. Admission

Admission criteria and selection procedures for students seeking admission to the program.

Students would need to apply for admission into the Medical Family Therapy Certificate program. In addition to admission requirements for the Graduate College, students must either a) hold a qualifying degree or b) be currently enrolled in a qualifying degree program. A qualifying degree is a clinical mental health training program (graduate level) in Marriage and Family Therapy, Psychology, Social Work, or Professional Counselor. The Graduate Certificate program can be completed within one year by taking the three/four core courses (including continuous enrollment in practicum (e.g., CYAF 997) during the Fall, Spring and Summer terms).

C. Certificate Program Curriculum

Along with the table below, explain other requirements (fieldwork, capstone experience, etc.).

*List specific required or elective courses in the masters program and certificate program. Please identify prerequisites for the required courses, if applicable.
Add lines as necessary.*

Course Code and Name for Required Courses	Masters Credit Hours	Certificate Credit Hours	Prerequisites, if applicable
CYAF 951: Theoretical Foundations of Marriage and Family Therapy (or equivalent)	3	3	N/A
CYAF 952: Psychopathology and Dysfunctional Interactions	3	N/A	N/A
CYAF 953: Issues and Ethics for Family Professionals	3	N/A	N/A
CYAF 954: Clinical Assessment	3	N/A	N/A
CYAF 955: Clinical Family Therapy I	3	N/A	N/A
CYAF 956: Couple and Sex Therapy	3	N/A	N/A
CYAF 856 Research Design	3	N/A	N/A
CYAF 870: Multicultural Competencies in Mental Health Treatment	3	N/A	N/A
CYAF 846: Addictions and Families	3	N/A	N/A
*Life Span Development Course (Student Choice)	3	N/A	N/A
CYAF 957: Theory and Practice of Medical Family Therapy	3	3	CYAF 951 or equivalent
CYAF 958: Families, Health & Illness	3	3	CYAF 951 or equivalent
CYAF 959: Applied Medical Family Therapy	3	3	CYAF 951 or equivalent
CYAF 997: Clinical Practicum (or equivalent)	14 (3 credits needed for the certificate)	3	CYAF 951 or equivalent
Total	53	15	

D. Completion of Requirements

Measures and procedures for verification of completion of the certificate program

Students who complete or have completed a qualifying clinical mental health training program (see admission requirements), complete the required courses (or equivalent for CYAF 951 and CYAF 997), and receive the minimum required grade as indicated by Graduate Studies will be awarded the Medical Family Therapy Certificate. The certificate will not be awarded to students who do not have the requisite clinical mental health degree as dictated by licensing requirements around professional practice.

E. Evaluation of Program

Measures and procedures for ongoing evaluations of the certificate program

Evaluation of the certificate program will occur every three years by the Program faculty based off feedback received from student evaluations, and enrollment figures.

F. Impact on Other Units and Programs

Continuing the Medical Family Therapy Program will have a significant and positive impact on the Marriage and Family Therapy Program in the Department of Child, Youth and Family Studies. This Certificate program is an important recruiting tool, as it is the longest standing Medical Family Therapy program in the country. It is not uncommon for well over half of the Marriage and Family Therapy students to enroll in the certificate. We believe that it will also have a positive impact on other clinical programs at UNL, in which students would like a Certificate in Medical Family Therapy.

IV. Review Criteria

A. Adequacy of Resources

1. Faculty/Staff:

The Department of Child, Youth and Family Studies has three adjunct faculty who have the expertise and clinical experience in Medical Family Therapy. These faculty are either Psychologists, Marriage and Family Therapists or Social Workers who are part of Psychology Services at UNMC (through Nebraska Medicine). They all have years of experience practicing Medical Family Therapy in a Hospital setting. These faculty adjuncts are licensed mental health providers, who also do extensive collaborative care practices with physicians within a collaborative care setting.

The Department of Child, Youth and Family Studies is committed to teaching these courses, and providing the adjunct salaries necessary to ensure that the Certificate program continues in its proposed format. The Marriage and Family Therapy core faculty are also committed to ensuring the success of this program, by taking on the administrative responsibilities, and in reviewing all the applicants for the Certificate Program.

The faculty has expertise in teaching the courses and has the resources necessary to have the certificate program be solely administratively housed at UNL.

This program will utilize .05FTE of a current staff member's time to offer general staff support.

2. Physical Facilities and Equipment

The Department of Child, Youth and Family Studies has the physical facilities and equipment needed to support the teaching of the courses and practicum. Courses will be taught using these existing facilities and equipment. For example, the instructor will have access to all equipment and UNL resources necessary to teach the course, whether in person or remotely (e.g., canvas, library services and IT support).

3. Instructional Equipment and Informational Resources

Address availability of library resources to support the program

All faculty instructors will have access to the necessary instructional equipment necessary to teach this dynamic course. This includes access to Canvas, Zoom, library services, IT support, as well as computers, projectors and Microsoft office software. Faculty will also have access to instructional designers in the college to assist with Canvas and any other resources they need.

4. Course and Lab Fees

Are there any course or lab fees planned or currently assessed on the courses in the program of study? If so, note the fee amount on a table of courses.

There are no course and lab fees for this program.

5. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram_Expenses_0.pdf

Table 1 shows projected expenses for the certificate which includes temporary lecturers.

Table 2: Revenue Sources for Projected Expenses

https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram_Revenue_0.pdf

Revenue is calculated based on the following:

1. Number of students enrolled per year = 6-8
2. Number of credit hours per year = 9 (3 credits each)

B. Evidence of Need and Demand

Student, community and/or market demand for this certificate.

This program has always had high demand. Approximately 4-8 of our Marriage and Family Therapy students enroll in this program every year. In addition, students with qualifying degrees from other programs (counseling and social work) in the state have also enrolled in the program. We will also advertise this program to the Psychology program, and the Counseling and School Psychology program at UNL. The faculty in those programs have expressed interest in encouraging their students to enroll in the program. The transition of the program to be administered solely through CYAF will make it easier for students from other programs at UNL to take the certificate, because they will no longer be required to travel to Omaha to take courses. As a result, a higher number of clinical students will be able to have access to this certificate program.

TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM

	(FY25) Year 1		(FY26) Year 2		(FY27) Year 3		(FY28) Year 4		(FY29) Year 5		Total
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Faculty ¹	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	\$75,000
Professional											\$0
Graduate assistants											\$0
Support staff											\$0
Subtotal	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	\$0
Operating											
General Operating											
Equipment											\$0
New or renovated space											\$0
Library/Information Resources											\$0
Other											\$0
Subtotal	\$0		\$0		\$0		\$0		\$0		\$0
Total Expenses	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	0.25	\$15,000	\$0

FOOTNOTES are for guidance only. Please provide your own footnotes where appropriate and delete ours.

¹ Estimated costs for temporary lecturers (UNMC faculty)

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM

	FY(25) Year 1	(FY26) Year 2	(FY27) Year 3	(FY28) Year 4	(FY29) Year 5	Total
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees ¹	\$25,416	\$25,416	\$25,416	\$25,416	\$25,416	\$127,080
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$25,416	\$25,416	\$25,416	\$25,416	\$25,416	\$127,080

¹ Tuition only based on estimated enrolment of eight resident students per year and nine credit hours per student.

CCPE; 11/19/08



July 20, 2023

To: Renee Batman
Assistant Vice Chancellor and Chief Administrative Officer

From: Debra A. Hope 
Associate Vice Chancellor and Dean of Graduate Education

Re: Modified Graduate Certificate in Medical Family Therapy

Attached is a proposal for a major modification of the Graduate Certificate in Medical Family Therapy. Approvals from the department and Dean of the College of Education and Human Sciences are included. The UNL Graduate Council approved the modifications on May 4, 2023. I have also approved the modifications.

Please note that this has been discussed several times at the CAO meetings so all campuses and Provost Gold are aware of the proposed changes.

As a next step, I am submitting the proposal and accompanying documents for review by the Executive Vice Chancellor.



March 30, 2023

TO: Debra Hope, Associate Vice Chancellor and Dean of Graduate Education

FROM: Sherri M. Jones, Dean, College of Education and Human Sciences

RE: Medical Family Therapy Graduate Certificate Program

This memo is to inform you that **a modified graduate certificate program – i.e., Medical Family Therapy** – proposed by the faculty in the Department of Child, Youth and Family Studies has been approved by the CEHS Executive Graduate Committee on March 30, 2023. The proposal has also been reviewed by the Dean's office and have our full support and approval. Please let me know if you have questions or concerns.



March 1, 2023

Dear Dr. Hope,

I writing to express my support for the proposed Graduate Certificate in Medical Family Therapy (MEDFT) in the Department of Child, Youth and Family Studies.

This certificate currently exists as a collaboration between the Department of Child, Youth and Family Studies (CYAF) at UNL and the Department of Internal Medicine at UNMC. However, we are proposing to have CYAF “house” the certificate within our department as the Department of Internal Medicine no longer has the capacity to provide faculty to teach the courses. CYAF will partner with Psychology Services at UNMC and their faculty to teach the necessary courses for this certificate.

This graduate certificate allows many of our current MFT program cohort to pursue and acquire this MEDFT certificate with will provide them additional training and expertise in behavioral health care in clinical settings as well as enhance their understanding of the effects of disease and chronic illness when working with the complex issues of couples and families.

In addition to this certificate being available for current and future MFT students in our department, this certificate will also be available for individuals not currently enrolled in our MFT program but who have clinical training to acquire this certificate.

Our department is committed to providing the courses and infrastructure necessary to make this certificate a success for our students.

Best Regards,

Michael J. Merten

Michael J. Merten, Ph.D.
Gwendolyn A. Newkirk Professor & Chair
Department of Child, Youth and Family Studies
University of Nebraska-Lincoln



August 17, 2023

Debra A. Hope, Ph.D.
Associate Vice Chancellor and Dean of Graduate Education
Aaron Douglas Professor
University of Nebraska–Lincoln
Graduate Studies
1100 Seaton Hall, UNL, 68588-0619

Dear Dr. Hope:

Re Graduate Certificate Program in Medical Family Therapy

I would like to express my strong support for transitioning the Medical Family Therapy Graduate Certificate Program from joint administration by the Department of Internal Medicine at UNMC and the Department of Child, Youth and Family Studies at UNL to sole administration by the Department of Child Youth and Family Studies. There is no longer expertise within the Department of Internal Medicine at UNMC and none of the other potential UNMC units able to collaborate for the program presently have the faculty with the bandwidth to contribute towards the program. I would like to affirm the importance of this certificate as a key component of the professions needed to meet the growing needs for behavioral health in the State and beyond.

Regards,

Sincerely,

A handwritten signature in black ink, appearing to read "H. Davies".

H. Dele Davies, MD, MS, MHCM
Senior Vice Chancellor for Academic Affairs
Dean for Graduate Studies, University of Nebraska Medical Center

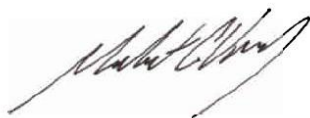
September 11, 2023

Chancellor Rodney Bennett
201 Canfield Administration
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to modify the Medical Family Therapy Graduate Certificate. The program will be administered by the Department of Child, Youth and Family Studies in the College of Education and Human Sciences. The APC voted to recommend approval of the proposal at its September 6, 2023, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Memet Can Vuran, Chair, Academic Planning Committee and Professor, School of Computing

c: Executive Vice Chancellor Katherine Ankerson
Dean Sherri Jones
Professor Michael Merten
Associate to the Chancellor Josh Davis
Assistant Vice Chancellor Renee Batman
Project Coordinator Suzi Tamerius



September 18, 2023

Jeffrey Gold
Executive Vice President and Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

Dear Provost Gold:

As you know, The College of Medicine previously requested to discontinue the Family Medical Therapy Program that was previously a collaboration with UNL, due to lack of demand and the UNL side meeting the needs of the students and workforce. During the process of this request, we became aware UNL was developing a proposal to completely transition the program to UNL, so therefore, waited to submit the request until their proposal was finalized. We support the transition to UNL and request closure of the program at UNMC.

These proposals have been reviewed and have our approval. We are requesting your review and approval, that of the Chief Academic Officers, and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

H. Dele Davies, MD, MS, MHCM
Senior Vice Chancellor
University of Nebraska Medical Center



June 27, 2022

H. Dele Davies, MD, <HCM
Senior Vice Chancellor for Academic Affairs
UNMC
ARS2022
Omaha, NE 68198-7810

RE: Request to discontinue the Medical Family Medical Therapy Program

Dear Dr. Davies:

I have reviewed the accompanying request from Dr. Harrison to discontinue the UNMC Medical Family Medical Therapy Program. This request has been reviewed by Associate Dean Geoffrey Talmon, who agrees with the request. Both letters are attached.

Discontinuation of the program is requested due to lack of demand, with no students or applicants since 2017. The program also duplicates one that is in existence at UNL. Discontinuation of the program will have no financial impact on the department, college of medicine or UNMC, nor will it impact faculty.

We appreciate your review of this matter and hope that you concur with the recommendation and will move it forward.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Bradley Britigan".

Bradley E. Britigan, M.D.
Stokes-Shackleford Professor and Dean



June 23, 2022

*Bradley Britigan, M.D.
Dean
College of Medicine*

Dear Dr. Britigan,

I have reviewed the request of Dr. Harrison, Chairperson of the Department of Family Medicine, to discontinue the Medical Family Medical Therapy Program.

I support his recommendation and assessment; the discontinuation of the program will have no substantial impact on students, faculty, finances, the Department, or College.

This program is not part of the College's undergraduate or graduate medical curricula as outlined in COM bylaws. As such, formal approval from standing College committees would not be required for this action.

Sincerely,

A handwritten signature in black ink, reading "Geoffrey A. Talmon".

Geoffrey A. Talmon, M.D., M.Ed.
Associate Dean for Medical Education, College of Medicine



June 23, 2022

Bradley Britigan, MD
Dean, College of Medicine
University of Nebraska Medical Center
985520 Nebraska Medical Center
Omaha, NE 68198-5520

Dear Dr. Britigan:

The purpose of the letter is to request the formal discontinuation of the Family Medical Therapy program housed in the Department of Family Medicine. The reason for this request includes the following:

- there have been no students in the program since 2017 nor have there been any applicants
- no faculty will be impacted by this discontinuation as there are no qualified faculty in the department to teach this program
- there will be no financial impact from discontinuing the program.

The University of Nebraska Lincoln offers an equivalent program to help meet the needs of the region as related to Family Therapy. Thank you for your consideration.

Sincerely,

Jeffrey D. Harrison, M.D.
Waldbaum Professor of Family Practice
Professor and Chair, Department of Family Medicine



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Naming of the new sorority building at UNK, the Bess Furman Armstrong Hall, pursuant to *Board of Regents Policy* RP-6.2.7(3)(c)

☐ **Review**

☒ **Review + Action**

☐ **Action**

☐ **Discussion**

☐ *This is a report required by Regents' policy.*

PRESENTERS: Douglas A. Kristensen, UNK Chancellor
Jon C. Watts, UNK Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

President Carter and Chancellor Kristensen have approved the naming of the new sorority building at UNK, Bess Furman Armstrong Hall. Bess Furman was a 1918 graduate of the Nebraska State Normal School, and this naming is in recognition of her long and prominent career in journalism.

Bess Furman Armstrong (December 2, 1894–May 12, 1969) was an American journalist. She covered the White House during five presidential administrations, as a reporter for the Associated Press from 1929 to 1936, then as a correspondent for The New York Times from 1943 to 1961. Her close relationship with Eleanor Roosevelt shaped her career as she reported on Roosevelt's political activities, unprecedented for a First Lady. During the 1960s, Furman was the top public affairs official in the Department of Health, Education and Welfare.

BACKGROUND INFORMATION

On February 12, 2021, the Board of Regents approved the Program Statement for the New Fraternity and Sorority Life Housing at UNK.

On October 8, 2021, the Board of Regents approved Intermediate Design Review for the New Fraternity and Sorority Life Housing at UNK.

RECOMMENDATION

The President recommends approval of naming the new sorority building at UNK, Bess Furman Armstrong Hall.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Approve and execute Construction Manager at Risk contract between Kiewit Building Group Inc and the University of Nebraska

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' Policy.*

PRESENTERS: Ted Carter, President
Trev Alberts, Athletic Director
Chris Kabourek, Senior VP | CFO

PURPOSE & KEY POINTS

Nebraska Athletics has been working diligently on a plan that will set the stage for the next 100 years for Memorial Stadium. The planning has been informed by the recent fan survey, and potential improvements to the Stadium are being evaluated with the goals of providing student athletes with top notch facilities and enhancing the fan experience, while also maintaining the history and character of the facility.

The objectives of this project are to 1) Enhance the evolving fan experience, 2) Ensure a modern, yet enduring structure for the next century, and 3) Provide equitable and affordable access to all fans. The attached Program Statement incorporates these objectives.

The proposed \$450,000,000 public/private partnership project is anticipated to be funded equally between private funds and athletic/university/other funds.

It is imperative that in order to complete as much work as possible during the off-season, the initial infrastructure portions of the project (work to address aging infrastructure, mechanical systems, etc.) begin as soon as possible. The infrastructure portions of the project will be necessary regardless of the final project scope and cost.

This contract ensures the Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the University of Nebraska. Following a competitive, qualifications-based selection process (in accordance with Regents' Policy 6.3.7), Kiewit Building Group is recommended for selection.

Construction budget previously approved by the Board of Regents: \$32,000,000
This contract cost: Up to \$1,800,000

BACKGROUND INFORMATION

On September 30, 2022, the Board of Regents approved a waiver of Regents Policy 6.3.6 to engage a program manager and the project sequencing for the Memorial Stadium improvement project.

On October 4, 2023, the Board of Regents approved a Program Statement for the Memorial Stadium Improvement Project at UNL. The Board of Regents also approved the waiver of Regents Policy 6.3.6 to authorize work to commence on the Infrastructure Phase prior to Intermediate Design Review.

RECOMMENDATION

The President recommends approval of this contract for Memorial Stadium Improvement Project.

Standard Form Agreement Between Owner and Construction Manager

Where the Construction Manager is also
The Constructor

AGREEMENT

Made as of the 03 of December in the year of 2023

Between Owner:

the Board of Regents of the University of Nebraska,
a public body corporate of the State of Nebraska, (the "Owner")
and Construction Manager:

**Kiewit Building Group Inc.
1550 Mike Fahey St
Omaha, NE 68102**

This Agreement is for the construction of a project identified as:

Project:
**University of Nebraska - Lincoln
Memorial Stadium CM-R**

The Owner and Construction Manager agree as set forth below.

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ADDENDUM B: TERMS AND CONDITIONS

Attachments: AMENDMENT 1 to Agreement Between Owner and Construction Manager.

ARTICLE 1 GENERAL PROVISIONS

1.1 Relationship of Parties

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 General Conditions

For the Construction Phase, the general conditions of the Contract shall be the University of Nebraska General Conditions found at: <https://nebraska.edu/docs/facilities/007213General-Conditions.pdf>. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, then the General Conditions shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Construction Manager" as used in this agreement the term "Contractor" as used in the University of Nebraska General Conditions shall mean and refer to the Construction Manager, **Kiewit Building Group Inc, 1550 Mike Fahey St, Omaha, NE 68102.**

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which both phases shall proceed concurrently.

2.1 Preconstruction Phase

2.1.1 Preliminary Evaluation

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.2 Consultation

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection materials, building systems and equipment. The Construction Manager shall provide timely recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies (collectively, the "Recommendations"). Construction Manager shall provide timely updates to its Recommendations as the project progresses.

2.1.3 Preliminary Project Schedule

When project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary

Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule and the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be reviewed weekly and updated promptly to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawing and samples, procurement and delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy priority, and proposed date of Substantial Completion. **The Construction Manager shall coordinate with the Owner, Owner's Representative and Architect in the development of a Critical Path Method schedule for the preparation and processing of shop drawings and samples. The resulting schedule must be mutually agreed to by the Construction Manager and the Owner, Owner's Representative and Architect.** If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendation to the Owner, Owner's Representative, and Architect.

2.1.4 Phased Construction

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 Preliminary Cost Estimates

2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

2.1.5.3 During the preparation of the Construction Documents, the Construction Manager shall monitor such documents and should changes in such documents occur which would materially increase the preliminary cost estimate, the Construction Manager shall promptly inform the Owner, Owner's Representative, and the Architect.

2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect. Should the Construction Manager's estimate exceed previously approved estimates or the Owner's budget, the Construction Manager shall meet with the Architect and the Owner to reconcile the differences between their two estimates.

2.1.6 Subcontractors and Suppliers

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible qualified subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect or Owner's Representative will promptly reply in writing to the Construction Manager if the Architect, Owner's Representative or Owner knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner, Owner's Representative or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner, Owner's Representative or Architect later to object or reject any proposed subcontractor or supplier.

2.1.7 Long Lead-Time Items

The Construction Manager shall recommend to the Owner, Owner's Representative and Architect a schedule for procurement of long lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long lead-time items.

2.1.8 Extent of Responsibility

The Construction Manager does not warrant, or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

2.1.9 Equal Employment Opportunity and Affirmative Action

The Construction Manager shall comply with applicable laws, regulations, and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 Guaranteed Maximum Price Proposal and Contract Time

2.2.1 When the Intermediate Design Documents are approved by the Owner, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.2.4 Basis of Guaranteed Maximum Price

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1** A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- .2** A list of allowances and a statement of their basis.
- .3** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .4** The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
- .5** The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

2.2.5 The Construction Manager shall meet with the Owner, Owner's Representative and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner, Owner's

Representative or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to **reflect the agreed-upon assumptions and clarifications contained in Amendment 1**. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect, Owner's Representative and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those applicable taxes which are enacted at the time the Guaranteed Maximum Price is established.

2.3 Construction Phase

2.3.1 General

2.3.1.1 The Construction Phase shall commence on the earlier of:

- .1 the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- .2 the Owner's first authorization to the Construction Manager to:
 - .a award a subcontract, or
 - .b undertake construction Work with the Construction Manager's own forces, or
 - .c issue a purchase order for materials or equipment required for the Work.

2.3.2 Administration

Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts. The Construction Manager shall develop Subcontractor interest in the Project and publicly advertise and conduct pre-bid conferences with firms interested in submitting bids as Subcontractors. The Construction Manager shall obtain competitive bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager may require bidders to participate in interviews, and/or to submit qualifications, bid bonds, or other bid security acceptable to the Construction Manager, as a prerequisite to bidding on portions of the Work to be performed by Subcontract. The Construction Manager shall determine, with advice from and subject to reasonable objection of the Owner, which qualified Subcontractors will be accepted as the lowest responsible bidders for portions of the Work to be performed by Subcontract. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from selecting bids from other qualified bidders. To ensure the most bids possible, the Construction Manager shall use its best efforts to receive a minimum of three (3) bids for subcontracted portions of the Work. If fewer than three bids are received, the Construction Manager shall reach out to potential bidders to determine why bids were not submitted and all responses to such inquiries

shall be shared with the Owner upon Owner's request. If fewer than three (3) bids are received for a Subcontract, the Owner may, at the Owner's discretion, permit the Construction Manager to proceed with selection.

2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, (4) complies with all Contract Documents to include providing manufacturers and models specified, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraph 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Owner's Representative, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes. The Construction Manager will maintain record of all meeting minutes within the Owner's Project Management System.

2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a Critical Path Method schedule formatted to the Owner's needs and including the Owner's occupancy requirements.

2.3.2.6 The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be maintained within the Owner's Project Management System.

2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.3.2.8 The Construction Manager shall develop and maintain a program, acceptable to the Owner and the Architect, to assure quality control of the construction. The Construction Manager shall supervise the Work of all Subcontractors, providing instruction to each when its Work does not conform to the requirements of the plans and specifications and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as not to affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the plans and specifications, the Owner shall be the final judge of performance and acceptability.

2.3.2.9 The Construction Manager shall maintain exclusively for the Project a competent full-time staff at the Project Site to coordinate and direct the Work and progress of the Subcontractors. All of the Construction Manager's Project management and on-site supervisory personnel shall be consistent with the Construction Manager's interview presentation and shall not be removed or replaced without the Owner's consent, which consent will not be unreasonably withheld. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of any additional compensation for the replacement.

2.3.2.10 The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of construction. The Construction Manager shall identify an on-site staff member to represent the Construction Manager, on a daily basis with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. The Construction Manager shall make available such executive personnel as necessary

to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of Work.

2.3.2.11 The Construction Manager shall establish procedures for coordination among the Owner, Architect, Subcontractors and Construction Manager with respect to all aspects of the Work. The Construction Manager shall require of the various Subcontractors coordination drawings as may be necessary to properly coordinate the Work among the Subcontractors.

2.3.2.12 In coordination with the Architect and Owner's Representative, the Construction Manager shall establish and implement procedures for tracking and expediting the processing of Shop drawings and samples, as required by the General Conditions of the Contract and the Construction Documents. All Submittals shall be processed within the Owner's Project Management System. The Contractor is required to attend training for the Owner's Project Management System.

2.3.2.13 The Construction Manager shall determine the adequacy of Subcontractors' personnel and equipment, and the availability of materials and supplies to meet the Project Schedule. In consultation with the Owner, Owner's Representative and Architect, the Construction Manager shall take necessary corrective actions when requirements of a Subcontract or a Subcontractor's schedule are not being met.

2.3.2.14 The Construction Manager shall develop and maintain an effective system of Project costs control which is satisfactory to the Owner. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the Owner and Architect whenever projected costs exceed budgets or estimates. Upon request cost control reports shall be included as part of the monthly written report to be provided by the Construction Manager to the Owner.

2.3.2.15 The Construction Manager shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of Work. The Owner and Owner's Representative shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.

2.3.2.16 The Construction Manager shall develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect's responsibilities for design, the Construction Manager shall recommend necessary or desirable changes to the Owner, Owner's Representative and the Architect and shall review requests for changes and submit recommendations to the Owner, Owner's Representative and Architect. All change management and/or requests for information, shall be processed within the Owner's Project Management System.

2.3.2.17 Upon request by the Owner, Owner's Representative or Architect, the Construction Manager shall promptly prepare and submit estimates of probable cost for changes in the Work, including similar estimates from the Subcontractors. If directed by the Owner or Owner's Representative, the Construction Manager shall promptly secure formal written Change Order Proposals from a Subcontractor.

2.3.2.18 The Construction Manager shall make provisions for Project security acceptable to the Owner to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents, as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.

2.3.2.19 Upon request by Owner or Owner's Representative, the Construction Manager shall identify the type and percentage of Work to be self-performed. If requested, Construction Manager shall provide a time-and-materials itemization of all self-performed portions of the Work, including but not limited to: work logs, payment logs, and daily assignment logs, and Construction Manager will provide Owner and Owner's Representative with physical access to such logs without limitation.

2.4 Professional Services

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically agreed in writing. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 Unsafe Materials

In addition to the provisions of Subparagraph 10.3.1 in the University of Nebraska's General Conditions, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and Architect have no reasonable objection.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 Information and Services

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner, upon written request from the Construction Manager, shall furnish evidence of Project financing at the time of commencement of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. Any such evidence furnished to the Construction Manager shall be kept confidential.

3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs, which are the responsibility of the Owner.

3.1.4 Structural and Environmental Tests, Surveys and Reports

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.4, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the Project site which are required by law. If the Construction Manager requests additional testing in excess of the budgeted amount for testing in the Owner's Program Statement, such testing must receive prior written approval from the Owner.

3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way; restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information

concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.4.3 The services of geotechnical engineers when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.4.5 The service of other consultants requested by the Construction Manager when such services are reasonably required by the scope of the Project and are agreed to by the Owner.

3.1.4.6 All Tests, Surveys and Reports are the property of the Owner and shall be retained with the Owners' Project Management System.

3.2 Owner's Designated Representative

The Owner has engaged Rainwood Development Partners, LLC ("RDP") to act as the Program Manager and owner advocate on the Project. RDP shall serve as the Owner's initial point of contact for the Project and will obtain all Owner approvals in accordance with applicable University of Nebraska policies.

3.3 Architect

The Owner shall retain an Architect to provide Basic Services, including normal structural, mechanical and electrical engineering services, which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be redacted.

3.4 Legal Requirements

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Article 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 Compensation

4.1.1 For services described in Paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be calculated as follows: As outlined on the General Conditions worksheet "Addendum A".

4.1.1 Commencing with the execution of this Agreement, the Construction Manager may bill monthly for actual costs, with total Preconstruction Phase services not to exceed **One Million Eight Hundred Thousand Dollars (U.S.) (\$1,800,000.00)**. The Owner shall pay such agreed upon amounts, as approved by the Owner, within forty-five (45) days from receipt of each invoice. If the Project proceeds into the Construction Phase, the Construction

Manager's sole compensation for the Project, including compensation for services described in Paragraph 2.1 and 2.2 shall be as provided below in Article 5.

4.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond December 31, 2025 or if the originally contemplated scope of services is significantly modified.

4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense shall only include the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 Payments

4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments of agreed upon amounts are due and payable forty-five (45) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 Compensation

5.1.1 The Owner and the Construction Manager agree that in the absence of the Owner and Construction Manager agreeing to Guaranteed Maximum Price and executing Amendment 1, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of (a) the Cost of the Work as defined in Articles 6 and 7, and (b) the Construction Manager's Fee (for both Preconstruction Phase services described in Paragraphs 2.1 and 2.2 and Construction Phase services to be determined as a portion of the costs listed in Addendum A CMR Price Proposal.

The Construction Manager's fee and overhead shall be calculated at a percentage not to exceed **3.75%** of the cost of the work as defined by Article 6.

The Construction Manager's general conditions shall be at the actual cost but shall not to exceed **TBD%** of the cost of the work as defined by Article 6 and the attached GENERAL CONDITIONS and FEE COST ALLOCATION.

In addition, the Construction Manager's general requirement costs shall be at actual cost but shall not exceed **TBD%** of the cost of the work defined by Article 6 and the attached GENERAL CONDITIONS and FEE COST ALLOCATION.

5.2 Guaranteed Maximum Price

5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price (GMP) to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Any savings to the Guaranteed Maximum Price shall be returned one hundred percent (100%) to the Owner.

5.2.2 GMP, including the Construction Manager's general conditions costs, shall be established as part of the Amendment No 1.

5.2.3 GMP/cost savings are going to be figured as a net-out basis as opposed to a cost category analysis.

5.3 Changes in the Work

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment 1 may be determined by any of the methods listed in Article 7 of the University of Nebraska's General Conditions.

5.3.2 Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the University of Nebraska's General Conditions shall mean the Construction Manager's Fee as defined in Subparagraph 5.1.1 of this Agreement.

5.3.4 If no specific provision is made in Subparagraph 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Subparagraph 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work. Requests for change in fee resulting from changes to Insurance or Bonding requirements will require proof of Insurance or Bond modification prior to consideration for payment.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 Costs to be Reimbursed

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 Labor Costs

- .1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.
- .2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or office with the Owner's agreement, as outlined in the Construction Manager's proposal in Addendum 1.
- .3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- .4** Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.
- .5** Monies paid to Construction Manager's personnel for performance-based bonus shall be included as a portion of the General Conditions.

6.1.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

6.1.3.1 Construction manager bid work and acting as General Contractor: If the Construction Manager competitively bids a segment of the project work and is the low bidder on that work then the Construction Manager shall treat that segment of work as a subcontract and the project cost is a fixed amount subject to the contract amendment or changes clause.

6.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Clause 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited the Owner as a deduction from the Cost of the Work.

6.1.5 Cost of Other Materials and Equipment, Temporary Facilities and Related Items

- .1 Cost including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

6.1.6 Miscellaneous Cost

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted under Clause 6.1.8.2.
- .5 Royalties and license fees paid for the use of particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defense, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of the University of Nebraska's General Conditions or other provisions of the Contract Documents.
- .6 Data processing costs related to the Work.
- .7 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

- .8 Upon Owner's prior written consent, expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

6.1.7 Other Costs

Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

6.1.8 Emergencies and Repairs to Damaged or Nonconforming Work

The Cost of the Work shall also include costs described in Subparagraph 6.1.1 which are incurred by the Construction Manager:

- .1 In taking action to prevent threatened damage, injury or loss in the case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.2 of the University of Nebraska's General Conditions.
- .2 In repairing or correcting damaged, or nonconforming Work, executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

6.1.9 The costs described in Subparagraphs 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of the University of Nebraska's General Conditions or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 6.2.

6.2 Costs Not to Be Reimbursed

6.2.1 The Cost of the Work shall not include:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
- .2 Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.
- .3 Overhead and general expenses, except as may be expressly included in Paragraph 6.1.
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.
- .6 Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .7 Costs incurred in the performance of the Preconstruction Phase Services.
- .8 Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.
- .9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 Discounts, Rebates and Refunds

6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates,

refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 Progress Payments

7.1.1 Based upon Application for Payment submitted to the Owner's Representative by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month.

7.1.3 The Owner shall make payment of agreed upon amount to the Construction Manager not later than forty-five (45) days from receipt of the Application for Payment.

7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, upon request, petty cash accounts, receipted invoices or invoices with check vouchers attached, Construction Manager's Contingency Report, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of the portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed

Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the University of Nebraska's General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee, less retainage of Five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- .6 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the University of Nebraska General Conditions.

7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than Ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 In taking action on the Construction Manager's Application for Payment, the Architect/Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 7.1.4 or other supporting data; that the Owner has made exhaustive or continuous on-site inspections or that the Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 Final Payment

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Subparagraph 12.2.1 of the University of Nebraska's General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect, Owner, or Owner's Representative; such final payment shall be made by the Owner not more than forty-five (45) days after the issuance of the Owner's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.
- .2 Subtract amounts, if any, for which the Owner withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of the University of Nebraska's General Conditions or other provisions of the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

(If the aggregate of previous payments made by the Owner exceed the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.)

7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final pay application within forty-five (45) days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting and provided the other conditions of Subparagraph 7.2.1 have been met, the Owner will, within seven (7) days after completion of the written report of the Owner's accountants, either issue a final Certificate for Payment to the Construction Manager or notify the Construction Manager in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Paragraph 7.2 supersede all others

7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 regarding dispute resolution. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of the Owner's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner's final Certificate of Payment.

7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 6.1 and not excluded by Paragraph 6.2 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated, and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 Insurance Required of the Construction Manager

8.1.1 Refer to Article 11 of the University of Nebraska's General Conditions. The Construction Manager will require Subcontractors to maintain insurance that complies with Article 11 of the University of Nebraska's General Conditions

8.2 Insurance Required of the Owner

8.2.1 The Owner will provide Builder's Risk insurance as outlined in Paragraph 11.4 of the University of Nebraska's General Conditions.

8.3 Owners Protective Bond

8.3.1 Construction Manager will require an Owners Protective Bond ([UNFP 6.3.1.1.6](#)) of all self-performed work and subcontractors when the subcontract amount exceeds Fifteen Thousand Dollars (\$15,000.00), **unless the Owner waives such requirement in writing**. An original of all such bonds shall be delivered to the Owner prior to the start of work. The costs of such bonds shall be included in the subcontract price that becomes part of the Cost of the Work.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Dispute Resolution for the Preconstruction Phase

9.1.1 No claim or dispute among any of the parties shall be submitted to arbitration for resolution unless the parties involved agree in writing to do so after such claim or dispute has arisen, and any provision that may require arbitration under any circumstance in the Contract Documents shall have no effect.

9.2 Dispute Resolution for the Construction Phase

9.2.1 No claim or dispute among any of the parties shall be submitted to arbitration for resolution unless the parties involved agree in writing to do so after such claim or dispute has arisen and any provision that may require arbitration under any circumstance in the Contract Documents shall have no effect.

9.3 Other Provisions

9.3.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the University of Nebraska's General Conditions found at: <https://nebraska.edu/docs/facilities/007213General-Conditions.pdf>.

9.3.2 Extent of Contract

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.3.3 Ownership and Use of Documents

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors, or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.3.4 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

9.3.5 Assignment

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 Termination Prior To Establishing Guaranteed Maximum Price

10.1.1 Prior to execution by both parties of Amendment 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of the University of Nebraska's General Conditions.

10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of notice of termination: provided, however, that the compensation for such services shall not exceed the compensation set forth in Subparagraph 4.1.1.

10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:

- .1** Take the Cost of the Work incurred by the Construction Manager.
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or as negotiated between the Owner and the Construction Manager.
- .3** Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment 1, the Contract may be terminated as provided in Article 14 of the University of Nebraska's General Conditions.

10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Article 14 of the University of Nebraska's General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraphs 10.1.2 and 10.1.3 of this Agreement.

10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Article 14 of the University of Nebraska's General Conditions shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraphs 10.1.2 or 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION

After commencement of the Construction Phase, the Work may be suspended by the Owner as provided in Article 14 the University of Nebraska's General Conditions; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2. the University of Nebraska's General Conditions, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Subparagraph 5.3.4 of this Agreement.

ARTICLE 11

OTHER CONDITIONS AND SERVICES

11.1 TIME OF SUBSTANTIAL COMPLETION

11.1.1 The process by which the Construction Manager shall achieve Substantial Completion of the Construction Phase Work will be determined at the time of established GMP and submitted as part of Amendment 1.

11.2 DAMAGES FOR FAILURE TO ACHIEVE TIMELY SUBSTANTIAL COMPLETION

11.2.1 Expediting To Maintain Schedule. Construction Manager, at its sole expense, shall take all reasonable steps to expedite performance of any activity, contract, delivery, or inspection where necessary to mitigate any delay, caused by or under the control of Construction Manager or its subcontractors, to maintain the Preliminary or Construction Schedules, and to achieve Substantial Completion by the Substantial Completion Date. The Construction Manager shall sequence the work, provide temporary enclosures, provide additional labor, extend work hours or make other provisions necessary to complete the work on schedule should unusually inclement weather occur.

11.2.2 Liquidated Damages. Owner and Construction Manager recognize that the Owner's damages will be extremely difficult if not impossible to calculate should Construction Manager not substantially complete the Work within the Contract Time. In the event that Construction Manager does not achieve Substantial Completion within Contract Time, as such Contract Time may be modified by Change Order, Construction Manager shall pay Owner the amount of **\$1000.00** per day that Substantial Completion is not achieved.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

KIEWIT BUILDING GROUP INC.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of <<Legal Name of Company>> should be considered a contract, agreement, or release of <<Legal Name of Company>> and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Board of Directors of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors.

I hereby certify that I am Secretary of <<Legal Name of Company>>, that as such I have access to the books and records of the Corporation; that the foregoing is an excerpt from the minutes of the Board of Directors' Meeting of <<Legal Name of Company>> a <<State>> Corporation, held on the _____ day of _____, 20____, a quorum being present; and that no action has been taken by the Board of Directors of said Corporation since said date that would have effect of changing or altering the authority granted therein.

Secretary of the Corporation

Signature

Printed Name

Date

Corporation

CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of <<Legal Name of Company>> should be considered a contract, agreement, or release of <<Legal Name of Company>> and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Members/Managers of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Members/Managers.

I hereby certify that I am Secretary of <<Legal Name of Company>>, that as such I have access to the books and records of the Company; that the foregoing is an excerpt from the minutes of the Members/Managers' Meeting of <<Legal Name of Company>> a <<State>> Limited Liability Company, held on the _____ day of _____, 20____, a quorum being present; and that no action has been taken by the Members/Managers of said Company since said date that would have effect of changing or altering the authority granted therein.

Secretary of the Company

Signature

Printed Name

Date

LLC/Partnership

CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of <<Legal Name of Company>> should be considered a contract, agreement, or release of <<Legal Name of Company>> and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Sole Proprietor of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Sole Proprietor.

I hereby certify that I am the Sole Proprietor of <<Legal Name of Company>>, that as such that no action has been taken by the Sole Proprietor of said Company that would have effect of changing or altering the authority granted therein.

Sole Proprietor

Signature

Printed Name

Date

Sole Proprietor

Addendum A CMR Price Proposal

GENERAL CONDITIONS and FEE COST ALLOCATION

			Cost of Work			
	Description	O&P Fee	General Conditions	Direct Costs	Non-Fee-able Costs	Excluded / Owner
Staffing						
	Project Executive x	X				
	Project Manager(s) x		X			
	Superintendent(s) (Full-Time, On-Site) x		X			
	Assistant Superintendent(s) x		X			
	Estimator x		X			
	Scheduler x		X			
	Engineer x			X		
	Safety Coordinator x			X		
	Project Coordinator/Accountant x		X			
	Quality Control personnel x			X		
	Legal personnel x			X		
	Risk Management personnel x	X				
	Human Resources personnel x	X				
	Union costs/ agreements personnel x	X				
	Salary Rate/Bonus adjustments (CM/G.C. staff) x		X			
	Salary Rate/Bonus adjustments (Direct Costs) x			X		
	Training and Education x	X				
	Expenses of Contractor Principle Office x	X				
	Contractors Capital Expenses x	X				
	Administrative support staff x		X			
	Other Staff not listed above x	X				
Site Requirements						
	Mobilization / Demobilization x		X			
	Remobilization allowance x			X		
	Office Setup and Trailer Rental x		X			
	Office Furniture x		X			
	Computer and Network x		X			
	Copier/Scanner/Printers/Fax x		X			
	Plotter x		X			
	Telephone System, Setup & Conf. Phone x		X			
	Telephone, Cell, & Pager Bills x		X			
	Radios & Craft Phones x		X			
	Internet Service x		X			
	Office Supplies & Paper x		X			
	Mail Postage & Overnight Expense x		X			
	Temp Power Setup/Facilities x			X		
	Temp Water and Setup x			X		
	Drinking Water, Ice & Coolers x			X		
	Jobsite Trailer Holding Tank x		X			
	Temp Toilets x		X			
	Dumpsters x		X			
	Interim Clean up x			X		
	Site Clean up x			X		
	Final Clean up x			X		
	Window Washing x			X		
	Trash Chute x			X		
	Small Tools x		X			
	Tools Rental x		X			

			Cost of Work			
	Description	O&P Fee	General Conditions	Direct Costs	Non-Fee-able Costs	Excluded / Owner
	Temporary Partitions x		X			
	Partition Layout x			X		
	Winter Enclosures x			X		
	Temp. Heating / Cooling Equipment x			X		
	Temp. Heat / Cooling - Building x			X		
	Temporary Climate Control x			X		
	Dewatering x			X		
	Snow removal x			X		
	Misc. Trucking x			X		
	Temp Fencing x			X		
	Temp Walks x			X		
	Temp Roads x			X		
	Barricades x			X		
	Project Sign x		X			
	Storage Trailer x		X			
	Bulbs / Cords x			X		
	Sweep Pavement x			X		
	Temporary signage x			X		
	Site Security x			X		
	Off-Site Storage x			X		
	Off-Site Parking x			X		
	Shuttle / Busing Service x			X		
	Latrines x			X		
	Utility Service/ hookup x			X		
	Job Access Roads x			X		
	Lights/Barricades x			X		
	Erosion/Dust Control x			X		
	Safety					
	Safety Inspections x		X			
	Safety Meetings x		X			
	Safety/First Aid x		X			
	Fire Extinguisher x		X			
	Eyewash Station x		X			
	Rebar Guards x			X		
	Railings x			X		
	Fall Protection x			X		
	Safety Sign x		X			
	General PPE x			X		
	Guardrails x			X		
	Safety Maintenance x			X		
	Hole Covers x			X		
	Misc. Signage x			X		
	Safety Equipment x			X		
	Miscellaneous					
	Bid Process - Reproduction, Advertisements, etc. x		X			
	Shop Drawing Reproduction x		X			
	Construction Drawing Reproduction x		X			
	Superintendent Vehicle x		X			
	Fuel, Oil, Maintenance x		X			
			Cost of Work			
	Description	O&P Fee	General Conditions	Direct Costs	Non-Fee-able Costs	Excluded / Owner
	Travel and Travel Per Diem x		X			

	Job Mileage x		X			
	Living Costs x		X			
	Building & Site Layout x		X			
	Warranty x		X			
	Finish Work Protection x		X			
	Security x			X		
	Environmental Studies x					X
	Soils Report x					X
	Materials Testing & Inspection x					X
	Testing + Soil + Observation x					X
	Concrete Tests x					X
	Testing - Special x					X
	SWPPP Inspections x					X
	SWPPP Maintenance x			X		
	Project Survey (Base Control Points per Contract) x		X			
	Quality Assurance Program x	X				
	CPM Schedule x		X			
	Job Photos x			X		
	Drawings / Printing x		X			
	Project Management Software / Document Management x		X			
	Punch list x		X			
	Project Closeout Deliverables x		X			
Hoisting and Material Management						
	Forklift with Operator Monthly Rate x			X		
	Bobcat with Operator Monthly Rate x			X		
	Hoisting - Personnel & Material Hoist x			X		
	Hoisting - Cranes, Lifts, etc. x			X		
	Scaffolding x			X		
	Construction Elevators x			X		
Job Services						
	Profit x	X				
	Building Permits x					X
	Any other Permits to complete Work x			X		
	Tap & Meter Fees x			X		
	Lane Closure Permits & Police Officers x			X		
	Contractor's License x	X				
	Payment & Performance Bond (TBD if Necessary) x				X	
	Payment & Performance Bond (sub-contractors / suppliers) x			X		
	Builder's Risk Insurance x					X
	General Liability Insurance x				X	
	Impact Fees / Capital Facility Fees x					X
			Cost of Work			
	Description	O&P Fee	General Conditions	Direct Costs	Non-Fee-able Costs	Excluded / Owner

Contractor's labor rates for craft, supervisory, and administrative personnel are set forth below. Contractor will adjust rates throughout the duration of the project as new Union Rates, salaries and insurances are adjusted.

Job Title	ST Rate	OT Rate	DT Rate
Project Director	\$ 236.94		
Project Manager	\$ 198.66		
Project Engineer	\$ 139.92		
Superintendent 3	\$ 198.99		
Superintendent 2	\$ 146.85		
Superintendent 1	\$ 136.95		
Field Engineer 2	\$ 114.51		
Field Engineer 1	\$ 105.67		
Estimator 5	\$ 190.41		

Estimator 4	\$ 171.60		
Estimator 3	\$ 157.74		
Sr Safety Manager	\$ 237.60		
Safety Manager	\$ 145.20		
Finance Manager	\$ 134.64		
Finance Analyst	\$ 130.35		
Finance Supervisor	\$ 125.73		
Scheduler	\$ 172.59		
Proposal Manager	\$ 151.14		
Sr. Proposal Specialist	\$ 111.54		
Proposal Coordinator	\$ 108.24		
Business Coordinator	\$ 83.82		
Intern	\$ 56.10		
Operator	\$ 89.22	\$ 133.83	\$ 178.43
Operator Cranes	\$ 94.04	\$ 141.05	\$ 188.07
Operator Cranes - CCO	\$ 97.74	\$ 146.60	\$ 195.48
Operator Cranes - CCO foreman	\$ 100.73	\$ 151.09	\$ 201.45
GENERAL FOREMAN - Laborer	\$ 71.78	\$ 107.67	\$ 143.57
FOREMAN - Laborer	\$ 70.44	\$ 105.66	\$ 140.88
JOURNEYMAN -Laborer	\$ 68.79	\$ 103.19	\$ 137.59
TEAMSTER FOREMAN	\$ 85.03	\$ 127.54	\$ 170.05
TEAMSTER	\$ 76.06	\$ 114.10	\$ 152.13
FOREMAN - Finisher	\$ 91.09	\$ 136.63	\$ 182.18
JOURNEYMAN - Finisher	\$ 88.10	\$ 132.16	\$ 176.20
GENERAL FOREMAN- Carpenter	\$ 94.31	\$ 141.47	\$ 188.63
FOREMAN- Carpenter	\$ 93.32	\$ 139.98	\$ 186.63
JOURNEYMAN - Carpenter	\$ 89.33	\$ 134.01	\$ 178.68

The rental rates for Contractor's own equipment or equipment owned by subsidiaries or affiliates of Contractor required for the work are set forth below. Rates are predicated on eight hr minimums / shift.

Equipment	Rate
Mini Excavator	\$ 65.98
Excavator	\$ 153.12
Walk Behind Roller	\$ 45.51
Rough Terrain Crane 60-90 Ton	\$ 168.48
Rough Terrain Crane 90-110 Ton	\$ 208.03
Rough Terrain Crane 111-150 Ton	\$ 296.10
100-160 Ton Lattice Crawler Crane	\$ 226.02
175-225 Ton Lattice Crawler Crane	\$ 267.23
230-280 Ton Lattice Crawler Crane	\$ 328.05
300-330 Ton Lattice Crawler Crane	\$ 415.33
Crane Hyd/C 30-90 Ton	\$ 238.92
Crane Hyd/C 91-150 Ton	\$ 315.56
Crane Hyd/C 265 Ton	\$ 419.17
400 Ton Lattice Crawler Crane	\$ 617.63
500 Ton Lattice Crawler Crane	\$ 754.46
600 Ton Lattice Crawler Crane	\$ 1,036.26
601- 800 Ton Lattice Crawler Crane	\$ 1,332.89
Hyd. All Terrain Crane 70-75 Ton	\$ 233.90
Hyd. All Terrain Crane 100 Ton	\$ 246.69
Hyd. All Terrain Crane 120 Ton	\$ 261.04
Hyd. All Terrain Crane 140 Ton	\$ 283.44
Hyd. All Terrain Crane 200 Ton	\$ 351.35
Tower Crane - Liebherr 440-630	\$ 271.74
Tower Crane - Liebherr 1000	\$ 357.26
Air Compressor - Diesel	\$ 37.74
100 - 250 KW Generator	\$ 84.13

Portable Light Plant	\$ 42.63
Submersible, Electric	\$ 37.59
Road Broom	\$ 124.44
Cat IT28, 928, 930, 938 Loader	\$ 92.77
Skid Steer-Wheeled	\$ 65.98
Skid Steer - Track	\$ 76.86
Electric Scissor Lift	\$ 32.91
Rough Terrain Scissor Lift	\$ 48.68
Boom lift/Manlift	\$ 135.21
20 Man Personnel Hoist Per Cab	\$ 87.25
Concrete Buggy	\$ 67.86
Sedan	\$ 11.90
Small SUV	\$ 16.75
1/2 Ton Pickup	\$ 19.78
Lube Truck	\$ 118.76
Mechanic Truck	\$ 98.30
Water Truck	\$ 123.29

Luffing booms and maxers could be extra and will be billed at company rates after the set up is resolved. Rates are predicated on eight hour shift minimums.

Other Items

Amounts for Construction Manager's insurance coverage program including, but not limited to, General Liability Insurance, CPLI, Complete Operations Coverage, and other insurance required within this contract, along with premiums for difference in conditions insurance coverage, as applicable at the rate of one and nine tenths' percent (1.9%) of the Contract Sum

6.1.6.6 Data Processing Costs related to the Work are fifteen hundredths of one percent (0.15%) of the GMP amount

8.3.1 Contractor will provide Subcontractor Default Insurance for all Vendor Contracts greater than \$15,000 at the rate of one and twenty five hundredths of one percent (1.25%) of the vendor's contracted amount.

00 72 13 11.4 If the Owner elects to not provide Builders Risk Insurance, the Contractor will provide it at a reimbursable rate of a rate of thirty five hundredths of one percent annually (0.35%) of the GMP.

00 72 13 11.5 Contractor shall supply such bond at a reimbursable rate of six tenths of one percent (0.6%) of the GMP for the first two years of any GMP, it shall be increased by one forth for each year beyond two years.

At the Owners Option and the Contractors approval, the Owner may request a Corporate Guarantee at a reimbursable rate of four tenths of one percent (0.4%) of the GMP amount.

Hand Tools, safety supplies, drayage costs as mentioned throughout Article 6.1 for the shall be billed at \$4.00/ manhour.

Addendum B Terms & Conditions

To the extent any of these Terms and Conditions are in conflict with the University of Nebraska General Conditions, the General Conditions shall apply.

- General.** The Agreement may not be changed in any way except by an instrument in writing signed by both parties. The Contract Documents cancel and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the Contract Documents shall not constitute a waiver of such rights or of any other rights under the Contract Documents.
- Termination for Cause.** Owner may terminate the Agreement at any time if Construction Manager fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, Owner shall provide Construction Manager with a thirty (30) day written notice of the terms in breach. If after such notice, Construction Manager fails to remedy the breach within those 30 days, Owner may immediately cancel the Agreement.
- Contract Assignment.** The Agreement shall not be transferred or assigned without prior written consent of Owner.

4. **Indemnity, General and Patent.** Construction Manager shall indemnify and save harmless Owner and its respective officers, agents and employees from and against any and all third party claims, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the negligent performance of the Agreement, except for that liability and loss arising from the acts or omissions of Owner or its agents. With respect to anything provided to Owner by Construction Manager, Construction Manager shall indemnify Owner and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by Owner.
5. **Governing Law; Venue.** The laws of the State of Nebraska shall govern. Any dispute arising under the Agreement, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.
6. **Force Majeure.** Neither party shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of Owner poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the Agreement in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.
7. **Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies.** This Agreement must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by Construction Manager, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific contract provisions; and all other applicable policies of the University of Nebraska. Construction Manager agrees to indemnify Owner against any loss, cost, liability, or damage by reason of Construction Manager's violation of any applicable law or regulation. Construction Manager must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Agreement term or any renewal thereof. Construction Manager shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Construction Manager's business.
8. **Sexual Harassment.** State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the University community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. The Owner's Construction Managers, sub-contractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees, students and other members of the University community. The employer of any person who, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from Owner's premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
9. **Drug Free Workplace.** Construction Manager agrees that in the performance of this Agreement, neither Construction Manager nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. Owner reserves the right to request a copy of Construction Manager's Drug Free Workplace Policy. Construction Manager further agrees to insert a provision similar to this statement in all subcontracts or services hereunder.
10. **Weapons Policy.** Possession of dangerous weapons (concealed or unconcealed) on Owner's property, on the work site, in the Owner's vehicles, or in personal vehicles when on the Owner's property shall be a violation of Owner's policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by Owner, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should the Owner in its reasonable judgment, determine that Construction Manager, or its employee or agent, has committed an act in violation of this policy, the Construction Manager agrees as a term and condition of the Agreement, to cause such person and weapon, to be removed from the project site, and from the Owner's premises, and to take such other action as may be reasonably necessary, to ensure compliance with this weapons policy.
11. **Equal Opportunity in Procurement and Contracts.** The Owner recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The Owner assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska. Accordingly, the Owner reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged, and women owned business enterprises in all aspects of the Owner's procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and

materials, service contracts and License agreements. It is also the Owner's policy that any person or business seeking the opportunity to do business with the Owner shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The Owner conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. The Owner's policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

12. **Proprietary Information; Confidential Employee Information; HIPAA; FERPA.** It is to be expected that the parties to the Agreement may find it necessary to reveal certain proprietary information to each other. The Agreement may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the Agreement should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the Agreement agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.
13. **Sub-Contractors.** Construction Manager shall not subcontract all or substantially all of any facet of the Work without the prior written approval of Owner. Construction Manager shall be fully responsible for the acts and omissions of its sub-contractors and of the persons directly or indirectly employed by them. Every sub-contractor shall be bound by the terms of the Contract Documents; provided however, that no contractual relationship shall exist between any sub-contractor and Owner, unless it is evidenced in a separate contract independent of the Agreement with Construction Manager.
14. **Legislative Funding Out Clause.** Notwithstanding any provision in the Agreement to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow Owner to make any periodic payment agreed to in the Agreement for any future fiscal period, Owner will not be obligated to pay the Agreement balance remaining at the time of the governmental funding short-fall.
15. **Parking.** Owner shall not be responsible for providing parking for Construction Manager's parking needs. Construction Manager and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on Owner's property. To obtain information regarding parking and to obtain permits, it is recommended that Construction Manager and any temporary employees contact the Parking and Transit Services at:
UNL: 625 Stadium Drive, Suite A, Lincoln, Nebraska, Telephone (402) 472-1800
UNO: 1313 S. 67th Street, Omaha, NE 68182, Telephone: 402.554.PARK (7275)
UNK: 2501 19th Avenue, Kearney, NE 68849, Telephone (308) 865-8367
16. **Building Rules and Regulations; Tobacco Use.** Employees of Construction Manager and any sub-contractors shall comply with all Owner rules and regulations pertaining to conduct in Owner's facilities. Owner reserves the right to request the removal or replacement of Construction Manager or sub-contractor employee who fails to comply with such rules and regulations. All buildings, property and University owned vehicles are tobacco-free. Use of tobacco products is not permitted in or on any Owner facility/property. The Construction Manager is expected to respect this tobacco-free policy and fully comply with it.
17. **Use of Premises.** To the extent that the Agreement requires Construction Manager or its employees or agents to be present on or within Owner's properties, then Construction Manager shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the Agreement. The Construction Manager shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to Construction Manager's activities within the scope of the Agreement and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the Agreement.

18. **Hazardous Waste Generated by Construction Managers and or sub-contractors.** Any hazardous waste, which is generated from the performance of the Agreement, shall be properly disposed of by Contractor, in a timely fashion, and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is Contractor's responsibility. Should Owner deem it prudent to dispose of any hazardous waste left on its property, as a result of Contractor's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Contractor and/or billed to the Contractor. University Environmental Health Services is to be notified of all hazardous waste issues. Any non-hazardous waste generated in the performance of this Agreement must be disposed of off campus by Contractor.
19. **Delivery; F.O.B.; Shipping.** Construction Manager shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the Agreement. Construction Manager shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination: University of Nebraska. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the Owner's delivery point.
20. **Quantity.** With respect to quantity of any good purchased under the Agreement, Owner need not accept any variation in quantity except as specified in the Contract Documents. Over-shipments may be returned to Construction Manager at its expense, which shall include a reasonable cost for Owner handling, or be retained by Owner at no increase in price.
21. **Inspection.** Owner may, at any time in the course of the Agreement, inspect and test materials and supplies being used in the performance of the Agreement, including at the point of manufacture. If inspection and tests are made on Construction Manager's premises, Construction Manager without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the Agreement shall be subject to final inspection and acceptance by Owner at the delivery destination.
22. **Defective Goods or Work.** Owner, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the Agreement. All supplies furnished under the Agreement shall be subject to inspection at F.O.B. destination, and Construction Manager shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. Owner may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to Construction Manager, require Construction Manager to remove them, or direct a correction in place. The expense of any such remedy shall be borne by Construction Manager, including any excess cost.
23. **Liens.** Construction Manager warrants that it has title to any goods delivered under the Agreement and shall deliver same free of all liens, claims, and encumbrances.
24. **Federal, State and Local Sales Taxes; Federal Excise Taxes.** Purchases made by the Owner are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to Construction Manager following the execution of the contract documents.
25. **Ambiguities.** Should Construction Manager perceive an ambiguity in the Contract Documents, Construction Manager shall request an interpretation from Owner before proceeding. If Construction Manager fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.
26. **Recycling Policy.** When purchasing products, materials, or supplies for use, Owner, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of Owner to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.
27. **Construction Manager Identification.** Construction Manager shall cause each of its employees or any person acting on behalf of the Construction Manager, while providing goods/services to Owner under this Agreement and working on Owner's property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Construction Manager. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any Owner representative, in order to confirm that the Construction Manager's representative is authorized to be present on Owner's property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Construction Manager representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of Owner, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that Owner may quickly and clearly identify Construction Manager's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.
28. **Legal Relationship.** Construction Manager shall under no circumstances be considered as an agent or employee of Owner and shall have no right or authority to, in any manner, obligate Owner to any person or company except as authorized in writing by Owner.

29. **Use of University Names and Logos.** Construction Manager shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of Owner. Use of University brands generally requires licensing.
30. **Improper Business Relationships and Conflict of Interest Prohibited.** In connection with this Agreement, Construction Manager shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among Construction Manager, the Owner and any staff and faculty, and any other party to this Agreement. Owner reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not cancellation of award shall result. Such cancellation shall be at no fault or liability whatsoever to Owner.
31. **Electronic and Information Technology Accessibility.** All electronic and information technology procurements, agreements, and contracts shall comply with Americans with Disabilities, Section 508 or the Rehabilitation Act of 1998 as amended and the Nebraska Accessibility Policy to be found at: <https://nitc.nebraska.gov/standards/2-Chapter.pdf> .
32. **LB403 Compliance.** Construction Manager, on behalf of itself and any sub-contractor to the Agreement, agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.
33. **Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246.** This form will be provided and shall be executed by the Construction Manager upon notice of award.
34. **Construction Manager's Certificate of Insurance.** Construction Manager will be required to furnish a certificate of insurance with bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of Work. It is absolutely necessary that the "Board of Regents of the University of Nebraska" is listed as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that a "Completed Operations Coverage" must be included as part of Construction Manager's General Liability.
35. **Debarment.** Construction Manager certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (Agreement), by any governmental department or agency. If Construction Manager cannot certify this statement, submit a written explanation for review by Owner.
36. **Use of Name or Intellectual Property.** Architect, Consultants and Subcontractors will not use the name or any intellectual property of Owner, including, but not limited to, any Owner trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of Owner. Architect, Consultant and Subcontractors will not use Owner's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation or other communication, especially as it relates to Architect's, Consultant's or Subcontractor's business.
37. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Provider to notify University of any requested redactions to the Agreement under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Provider agrees to defend any challenge to such redactions at its own expense.

Amendment 1 to Agreement Between Owner and Construction Manager

Pursuant to Paragraph 2.2 of the Agreement, dated << Date >>, between **the Board of Regents of the University of Nebraska, a public body corporate of the State of Nebraska** and <<Legal Name of Company>> the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE 1

GUARANTEED MAXIMUM PRICE

**University of Nebraska at <<City/Campus>>
<<Name of Project>> - Project Number <<#####>>**

The Construction Manager's Guaranteed Maximum Price for the Work described in the Exhibits attached hereto, including the estimated Cost of the Work as defined in the Agreement, the Construction Manager's Fee as defined in the Agreement, Construction Manager's general conditions costs for items listed on the Fee and General Conditions Worksheet, and Construction Manager's direct costs for items listed on the Fee and General Conditions Worksheet, is << Printed Dollar Amount>> and 00/100's dollars (U.S.) (\$<<Numerical Dollar Amount.00>>) as defined in GMP proposal dated <<Date>>.

This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through E, as follows:

Exhibit A	95% GMP Drawing - <<Dated>>
Exhibit B	95% GMP Specifications - <<Dated>>
Exhibit C	100% GMP Drawings - <<Dated>>
Exhibit D	100% GMP Specifications - <<Dated>>
Exhibit E	Assumptions and clarifications made in preparing the Guaranteed Maximum Price

ARTICLE 2

CONTRACT TIME

The date of Substantial Completion established by this Amendment is: <<Date Month, Year>>

<< LEGAL NAME OF COMPANY>>

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A
95% GMP Drawing

Exhibit B
95% GMP Specifications

Exhibit C
100% GMP Drawings

Exhibit D
100% GMP Specifications

Exhibit E

Assumptions and clarifications made in preparing the Guaranteed Maximum Price



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Approve an Interlocal Cooperation Agreement with the Nebraska State Patrol for Supplemental Security and Law Enforcement at UNL Events

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' Policy.*

PRESENTER: Michael Zeleny, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

Under this Interlocal Cooperation Agreement, the Nebraska State Patrol (NSP) will provide approximately 11 to 25 officers for designated UNL events in addition to the UNLPD officers working at the events. NSP estimates the cost per officer to be an average of \$80.00 per hour with NSP officers working 3 to 8 hours per event. Based on these numbers, the cost for these services may range from \$2,640 to \$16,000 per event. This Interlocal Cooperation Agreement will be in effect until June 30, 2025.

BACKGROUND INFORMATION

UNLPD provides security and law enforcement at all UNL events, but requires supplemental security and law enforcement for certain events.

RECOMMENDATION

The President recommends approval of this Interlocal Cooperation Agreement.

Interlocal Cooperation Agreement

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Nebraska State Patrol ("NSP") and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln ("UNL") and its police department ("UNLPD") and is effective July 1, 2023 ("Effective Date"). This agreement modifies and replaces in its entirety the Interlocal Cooperation Agreement executed on September 8, 2022.

RECITALS

WHEREAS, Neb. Rev. Stat. §13-807 authorizes public agencies to contract to perform any governmental service, activity, or undertaking which at least one of the parties is authorized by law to perform;

WHEREAS, UNLPD provides security management for all UNL events;

WHEREAS, UNLPD does not have sufficient personnel to manage the crowds expected at all UNL events;

WHEREAS, NSP has the legal authority to enforce the laws of the State of Nebraska anywhere within the state; and

WHEREAS, University of Nebraska Board of Regents policy RP-6.2.1.9 and Neb. Rev. Stat. § 73-507(2)(g) exempt this Agreement from competitive bidding.

AGREEMENT

NOW, THEREFORE, it is mutually agreed between UNLPD and NSP that this Agreement is entered into upon the following terms and conditions:

A. Purpose.

The purpose of this Agreement is to provide for the administration and implementation of assistance provided by NSP to UNLPD during UNL events which may include, but not limited to, football games, volleyball games, and concerts.

B. Administration.

UNLPD will provide UNL security management by operating within an incident command system model. NSP officers will be assigned roles and responsibilities by mutual agreement between NSP and UNLPD which will vary. Roles may include, but not be limited to:

1. Oversight of entrances or other areas in and around event grounds;
2. Escort of specified personnel for detection of law violations;
3. Arrest/citation of observed minor criminal violations;
4. Physical deterrence to criminal acts; and
5. First response to disturbances and complaints.

NSP officers assigned to work a scheduled event shall report to a designated location to be briefed and receive their assignment. The designated time and location for NSP personnel to report will be provided as soon as available but in no circumstances provided less than one (1) day prior to each event.

Assignments may generally be from 3-8 hours in duration. Some assignments may require NSP personnel to arrive several hours prior to the start of an event and remain up to 2 hours after the event has concluded.

NSP will make every reasonable effort to provide a minimum of 11 officers per event, which shall include one supervisor. NSP shall provide additional officers when available not to exceed 25 officers per event. NSP shall notify UNLPD in writing of the number of officers available to provide assistance for each event as soon as practical but no less than 3 days prior to each event.

In addition to the 11-25 officers with varying roles and responsibilities provided by NSP per event, NSP will provide a minimum of 2 additional officers per football game, regardless of whether the football game is a home or an away game for the purpose of escorting the buses of the football team.

NSP personnel will remain NSP employees and shall not be considered employees of UNL nor entitled to any benefits, including but not limited to, wages of any kind, retirement, worker's compensation, sick, or injury leave. NSP agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that UNL will not deduct such taxes from any payments to NSP hereunder, unless required by law.

UNL reserves the right to exclude any officer from any UNL event at any time for any reason and understands that such an exclusion may reduce the number of officers NSP can provide for an event. Any change in personnel as a result of an exclusion by UNL shall not violate this Agreement.

C. Confidentiality and Publicity.

Both parties acknowledge that confidential and law enforcement sensitive information may be communicated between personnel of each agency and observed during any event. Such confidential information may or may not be directly related to an ongoing law enforcement investigation or the internal policies, procedures, and/or practices of either agency. To the extent permissible by Nebraska law, both NSP and UNLPD personnel agree to keep such information confidential and will not release any confidential or law enforcement sensitive information obtained from the other party without the express written consent of the other party.

Notwithstanding the foregoing, the parties acknowledge that, under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to a party will be open to public inspection and copying unless exempted from disclosure in accordance applicable law. A party disclosing information or records shall give the other party reasonable notice prior to disclosure of specific information or records disclosed that may be withheld and the legal basis for withholding such information or records.

D. Agency Policy and Supervision.

NSP officers must always adhere to the NSP's policies and procedures. NSP officers shall be supervised by NSP personnel, but UNLPD shall retain the overall command of the operation.

Assignments for individual NSP officers will be determined by mutual agreement between NSP and UNLPD.

Should a complaint of any nature be made by any NSP personnel or an outside member of the public against an employee of UNLPD, the complaint will be forwarded to the UNLPD point of contact to be handled pursuant to UNLPD policies and procedures. If a complaint is made to NSP personnel, the NSP point of contact will immediately forward it to the UNLPD point of contact.

Should a complaint of any nature be made by any UNLPD personnel or an outside member of the public against an employee of NSP, the complaint will be forwarded to the NSP point of contact to be handled pursuant to NSP policies and procedures. If a complaint is made to UNLPD personnel, the UNLPD point of contact will immediately forward it to the NSP point of contact.

E. Payment.

UNLPD agrees to reimburse NSP the actual costs associated with providing personnel to assist with UNL events. Such costs shall include overtime, wages, and benefits of NSP Officers assigned to perform services under this Agreement. As a courtesy and for budgeting purposes only, NSP estimates the cost to UNLPD for the duration of this Agreement to be an average of \$80.00 per hour per officer, but due to circumstances including the number of officers available, the overtime rate of each officer that is available, changes in wages required by applicable bargaining units and other unforeseen changes in circumstances, this is an estimate only. UNLPD agrees to pay the actual costs incurred by NSP even if such costs are in excess of the estimate provided. The cost of personnel and expenses shall be paid as follows:

1. NSP shall submit an invoice to UNLPD within 60 days following the end of each calendar month in which an event occurred. The invoice shall include each officer that worked each event, the number of hours each officer worked at each event, the hourly rate of each officer, the total cost for each officer to work at each event, the total costs per event, and the total monthly invoice costs.
2. UNLPD will remit payment to NSP within 45 days of the receipt of the invoice. If UNLPD disputes any portion of the invoice, UNLPD will remit any undisputed portion within the original 45 days.
3. Invoices shall be submitted by NSP to:

Catia Guerrero; catia@unl.edu
402-472-7186
UNL Business Center

AND

Susan Holsteen; susan.holsteen@unl.edu
402-472-4856
UNL Business Center

F. Point of Contact.

The following are the primary points of contact for each agency:

Nebraska State Patrol:

Sean Caradori, Troop H Captain
4600 Innovation Drive
Lincoln, NE
402-479-4921

University of Nebraska-Lincoln Police
Department:

Marty Fehringer, Asst. Chief
mfehringer4@unl.edu
300 North 17th Street
Lincoln, NE 68588
402-472-8809

AND

Aaron Pembleton
apembleton2@unl.edu
300 North 17th Street
Lincoln, NE 68588
402-472-8435

Routine communication, questions, or issues will begin with each agency's point of contact.

G. Term and Termination.

The term of this agreement shall be from the date of the last signature below through June 30th, 2025 ("Term"). Either party may terminate this agreement for any reason by giving the point of contact written notice 30 days in advance of the date of termination.

H. Liability and Insurance.

1. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property to the extent resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage to the extent caused thereby during the performance of this Agreement. This section shall survive termination of this Agreement.
2. NSP shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, to cover such liability caused by, or arising out of, activities of NSP and its agents and/or employees while engaged in or preparing for the provision of services provided under this Agreement. NSP shall maintain worker's compensation insurance as required by law. Upon request by UNL, NSP shall furnish to UNL certificates of insurance evidencing such insurance is effective prior to the Effective Date of this Agreement. NSP further agrees, upon request, to include Board of Regents of the University of Nebraska as an additional insured on its general liability insurance policy on a primary and non-contributory basis.

3. NSP may satisfy its insurance obligations under section H.2. of this Agreement through a self-insurance or a pooled or cooperative insurance program ("Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of NSP, during any of its fiscal years, all sums for which NSP shall become legally obligated to pay as damages for liability occurrences, up to the limits the limits set forth in section H.2. of this Agreement.. The Program may be evidenced by a Certificate of Financial Responsibility, Statement of Self-Insurance Coverage, or other evidence of a self-insurance or a pooled or cooperative insurance program. Upon request, NSP agrees to treat UNL as an additional insured as if NSP possessed general liability insurance. If any coverage required by this Agreement is provided by private insurers or quasi-governmental entities regulated under applicable insurance codes or laws, NSP shall provide coverage and evidence of coverage as set forth in section H.2. of this Agreement.
4. Each party shall notify the other party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.

I. Compliance.

Each party shall comply with all applicable local, state, and federal statutes and regulations that pertain to this agreement.

- J. Discrimination.** NSP acknowledges UNL has certain obligations under state and federal law and University of Nebraska bylaws and policies that prohibit discrimination including harassment and retaliation. NSP shall exercise control over its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination. NSP shall cooperate with UNL regarding any UNL investigation of alleged discrimination by any NSP employee, agent, contractor, or other person affiliated with NSP. If UNL finds NSP personnel engaged in discrimination or other misconduct, UNL will report the alleged misconduct to NSP. NSP shall also conduct an investigation of alleged discrimination by any NSP employee, agent, contractor, or other person affiliated with NSP. In the event that NSP determines an NSP employee, agent, contractor, or other person affiliated with NSP has engaged in discrimination or other misconduct, NSP shall take prompt and effective action, in consultation with UNL, to prevent recurrence of the conduct and to correct its effects.

K. Severability.

If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

L. Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement.

In addition, if there are any changes in any state or federal statute or regulation, or changes to any funding allocations that would negatively impact either party's ability to perform this contract, the contract may be terminated upon written notice identifying the change in law or funding.

M. Entire Agreement.

This document contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written. This agreement may only be altered, modified, or amended in writing and signed by both parties.

N. Governing Law and Forum.

This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party hereunder shall be in the state courts located in Lancaster County, Nebraska.

O. Work Status Verification.

Each party and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

P. Nondiscrimination.

Each party agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101 to 48-1125.

Q. Logos or University Marks.

NSP shall not use or display any UNL campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by UNL as a source identifier, unless expressly authorized in writing by UNL. Any unauthorized use of UNL Marks is expressly prohibited. NSP agrees it will not use UNL's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication.

R. Joint Powers.

This Agreement does not create or delegate powers to any separate legal or administrative entity. Each party will respectively finance its responsibilities described in this Agreement. The parties will not establish or maintain a joint budget. Neither party will levy, collect, or account for taxes or issue or refund bonds under this Agreement. This Agreement does not establish a joint board or administrator responsible for administering this Agreement. Except as set forth in this Agreement, each party shall, at its sole expense, acquire, hold, or dispose of any real or personal property used under this Agreement. Except as set forth in this Agreement, each party shall, at its

sole expense, supply all staff, equipment, tools, materials, or supplies necessary to perform the party's responsibilities described in this Agreement.

S. Assignment.

This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its rights or obligations hereunder shall be void.

T. Equal Opportunity (intentionally bolded).

Each party shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **Each party 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, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered parties 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.**

U. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail or hand delivery, effective when received, and delivered to the points of contact provided in section F and the addresses provided on the signature page of this Agreement.

V. Waiver.

A waiver of any term or provision of this Agreement by a party shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

W. No Authority to Bind the Other Party.

One party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other party. All contracts or agreements shall be entered on behalf of the executing party or executed jointly by both parties.

X. Electronic Signatures.

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Nebraska State Patrol

Walter E. Carter, President
University of Nebraska

John A. Bolduc, Colonel and Superintendent of Law
Enforcement and Public Safety

Date

Date

Attest:

Philip J. Bakken, Corporation Secretary

A copy of notices shall be sent to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Acceptance of Learjet 45 gift for the University of Nebraska

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Ted Carter, President
Trev Alberts, Athletic Director

PURPOSE & KEY POINTS

An anonymous donor has generously offered to donate a 2000 Learjet 45 (Lear 45) to support the University of Nebraska. Anticipated receipt of the gift is late December 2023. The University of Nebraska intends to utilize the Lear 45 to support Husker Athletics, among other University purposes.

The University and Husker Athletics express the sincerest gratitude to the anonymous donor for this generous donation.

BACKGROUND INFORMATION

Regents Policy 6.6.7(3) requires the Board of Regents to accept any single gift in excess of \$1,000,000.

RECOMMENDATION

The President recommends acceptance of the gift.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance**December 1, 2023**

AGENDA ITEM: Approve ground lease for the proposed USDA-ARS buildings, to be located at Nebraska Innovation Campus (NIC).

☐ **Review**☒ **Review + Action**☐ **Action**☐ **Discussion**☐ *This is a report required by Regents' Policy.*

PRESENTERS: Michael Boehm, Vice Chancellor, Institute for Agriculture and Natural Resources
Michael Zeleny, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

UNL's Institute of Agriculture and Natural Resources and the United States Department of Agriculture's Agricultural Research Service (USDA-ARS) have partnered on research important to agriculture and natural resources across, Nebraska, throughout the United States and around the world for more than 120 years. Building on this partnership, the USDA plans to construct facilities at NIC to house the new USDA-ARS National Center for Resilient and Regenerative Precision Agriculture.

The ground lease for this building would be contracted among UNL, the Nebraska Innovation Campus Development Corporation (NICDC) and USDA-ARS. The initial term of the lease is 20 years with one 20 year option to extend. The leased premises includes a total of 4.51 acres of land, comprised of approximately 1.98 acres upon which the headhouse/greenhouse facility is to be constructed and approximately 2.53 acres upon which the lab/office facility is to be constructed. Construction of the first phase – a state-of-the-art greenhouse – is expected to commence in 2024.

BACKGROUND INFORMATION

Plans for the USDA-ARS National Center for Resilient and Regenerative Precision Agriculture to be constructed at NIC were announced in December 2021. This partnership has the support of Nebraska's Congressional Delegation and the total cost for design, construction, and increased staffing is estimated at \$160 million. When completed, the National Center will double the number of USDA-ARS researchers in Lincoln to 150 and will house four USDA-ARS research units – including two new teams focused on precision production and another on water, climate, and resilience. These represent high wage, high skill, and high demand jobs.

RECOMMENDATION

The President recommends approval of the ground lease.

LEASE AGREEMENT

By and Between

NEBRASKA INNOVATION CAMPUS DEVELOPMENT CORPORATION and the
UNITED STATES OF AMERICA

This LEASE Agreement (“LEASE”), effective as of the date of full execution (“EFFECTIVE DATE”)_____, by and between Nebraska Innovation Campus Development Corporation, whose interest in the property hereinafter described is that of lessee; and which is hereinafter referred to as the LESSOR, the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln, which is the Owner of the property (UNIVERSITY), and the United States of America, acting by and through the Administrator, Agricultural Research Service (ARS), United States Department of Agriculture (USDA), as Lessee, hereinafter referred to as the GOVERNMENT. The LESSOR, UNIVERSITY and the GOVERNMENT are herein collectively referred to as THE PARTIES or individually as a PARTY.

WITNESSETH:

WHEREAS, pursuant to Section l of the Act of August 4, 1965 (79 Stat. 43l, 7 U.S.C. 2250a), the GOVERNMENT wishes to lease certain land herein described, leased by UNIVERSITY to the LESSOR and located as described in Article 1, (“LEASED PREMISES”), of this LEASE, to be used for GOVERNMENT purposes, and in particular to be used as a site upon which the GOVERNMENT will build certain facilities described in Article 6 (“FACILITY”); and

WHEREAS, the intent of the GOVERNMENT is to grant the UNIVERSITY a REVOCABLE PERMIT to occupy a portion of the FACILITY to support the joint cooperation, collaboration, and research of the PARTIES; and

WHEREAS, terms and conditions pertinent to the PARTIES’ occupancy of the FACILITY and the special conditions applicable thereto will be addressed in a REVOCABLE PERMIT with Special Conditions, which will be signed by the PARTIES prior to LESSOR occupancy; and

WHEREAS, the PARTIES will prepare and execute an agreement describing the joint cooperation, collaboration, and research to be conducted by the UNIVERSITY and the GOVERNMENT in the FACILITY (“AGREEMENT”) prior to execution of the REVOCABLE PERMIT; and

WHEREAS, the UNIVERISTY and LESSOR desire to have the GOVERNMENT so lease and utilize the said LEASED PREMISES, and the GOVERNMENT desires to so lease and utilize the said LEASED PREMISES, and to that end the PARTIES enter and execute this LEASE.

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, THE PARTIES hereto covenant and mutually agree as follows:

1. Leased Premises. The LESSOR hereby leases to the GOVERNMENT the LEASED PREMISES, comprised of a total of 4.51 acres of land identified and described on Exhibits “A” and “B”; attached hereto and made a part hereof. The LEASED PREMISES is comprised of approximately 1.98 acres upon which the Headhouse/Greenhouse (HH/GH PROJECT) is to be constructed (the “HH/GH PREMISES”) and approximately 2.53 acres upon which the Lab/Office (L/O PROJECT) is to be constructed (the “L/O PREMISES”). The HH/GH PREMISES and the L/O PREMISES are identified on Exhibit “C.”

2a. Term. TO HAVE AND TO HOLD the said LEASED PREMISES with their appurtenances for the term of twenty (20) years beginning on the EFFECTIVE DATE (“INITIAL TERM”), subject to termination and renewal rights hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

2b. Holdover. In the event of a holdover past the term of the LEASE the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the LEASE’s expiration and all terms and conditions of the LEASE shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.

3. Rental. The GOVERNMENT shall pay to the LESSOR a rental fee of \$1.00 dollar(s) per annum for the initial term, in arrears, which is hereby acknowledged.

4. Termination Rights. The GOVERNMENT may terminate this LEASE at any time by giving at least ninety (90) days’ notice, in writing, to the LESSOR. Said notice shall be computed commencing with the day after the date of mailing. See also Articles 7a and 10 herein.

5. Renewal Rights. The GOVERNMENT shall have the option to renew this LEASE for one (1) renewal period of twenty (20) years with no further consideration required for the renewal option exercised and provided notice be given, in writing, to the LESSOR at least one hundred and eighty (180) days before the end of the INITIAL TERM; said notice shall be computed commencing with the day after the date of mailing. Renewal shall be conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

6. Constructed Improvements. GOVERNMENT shall fund and manage construction of the following GOVERNMENT- owned and constructed improvements and facilities:

119,300 GSF Lab/Office (the “L/O PROJECT”) and 25,140 GSF Headhouse/Greenhouse (the “HH/GH PROJECT”) – See Exhibit “C”

(Together, GOVERNMENT- owned and constructed improvements and facilities shall be referred to herein as the “FACILITY”.) The GOVERNMENT reserves the right to make alterations and improvements to such assets and to place appropriate signs in or upon the buildings and LEASED PREMISES, subject to the terms and conditions of this LEASE.

7. Construction. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this LEASE shall in no way affect the GOVERNMENT’s right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this LEASE.

7a. In the event the GOVERNMENT does not begin construction of the HH/GH PROJECT within three (3) years of the commencement of the primary term of this LEASE, this LEASE shall terminate unless extended by mutual agreement among the PARTIES evidenced in writing by a LEASE Amendment. In the event the GOVERNMENT does not begin construction of the L/O PROJECT within ten (10) years of the commencement of the primary term of this LEASE, this LEASE shall terminate with respect to the L/O PREMISES only unless extended by mutual agreement among the PARTIES evidenced in writing by a LEASE Amendment.

7b. The GOVERNMENT agrees that in the development of plans for the FACILITY, and additions (improvements) thereto, and landscaping and signs to be erected upon the LEASED PREMISES, it will coordinate and review its plans with the UNIVERSITY and the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the UNIVERSITY and the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the LEASED PREMISES conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.

7c. The GOVERNMENT will afford the UNIVERSITY and the LESSOR fourteen (14) business days to review the plans and specifications. In the event the LESSOR does not object to the plans and specifications within fourteen (14) business days after the date of submittal, the plans and specifications shall be deemed accepted by the LESSOR.

8. Utility Connections and Services. The LESSOR conveys the right to the GOVERNMENT to connect to existing or future LESSOR owned or operated utilities and/or services, including but not limited to, gas, electricity, water, telephone, steam and chilled water, refuse removal, and sewer systems, as applicable and as long as available. It is understood that said connections to the utilities, use of utilities, and/or services which the LESSOR may provide at the request of the GOVERNMENT, will be subject to payment from the GOVERNMENT of appropriate connection and monthly service charges as are reasonable and customary and mutually agreed upon, subject to the terms of the REVOCABLE PERMIT.

9. Maintenance & Repair. Covered under the terms of the REVOCABLE PERMIT – Special Conditions.

10. Disposal & Restoration. Any and all GOVERNMENT- owned improvements (“FACILITY”) shall remain the property of the GOVERNMENT and within six (6) months after termination or expiration of this LEASE, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:

- (a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the improvements. The conveyance of any or all improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated, and as discounted for the fair market value of the leasehold
- (b) Disposal of any or all improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the LEASED PREMISES with the third party, upon reasonable rental terms and at fair market value.
- (c) Dispose of or have disposed by a third party such improvements by dismantling them and removing them from the LEASED PREMISES, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have one hundred eighty (180) days to remove the improvements, and if they are not removed within the one hundred eighty (180) days they will be deemed abandoned and the LESSOR may dispose of them at will at the cost of the GOVERNMENT or the third party.

11. Damage or Destruction. If, at any time during the TERM of this LEASE, the FACILITY shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the FACILITY as nearly as possible to their value immediately prior to such damage or destruction or (b) of terminating this LEASE in accordance with Article 4. In the event of such termination, the GOVERNMENT shall completely remove all debris and all hazardous and non-hazardous waste materials, and restore the areas affected by such damage and removal to a condition similar to the condition of the LEASED PREMISES as was received, unless otherwise agreed by the PARTIES in writing.

12. Mineral Development. The LESSOR agrees that it shall not conduct nor shall it cause to be conducted any surface and/or subsurface drilling and/or excavation of the LEASED PREMISES without the written consent of the GOVERNMENT, which shall not be unreasonably withheld.

13. Sublet. The GOVERNMENT may not sublet any part of the LEASED PREMISES.

14. Liabilities of the Parties. To the extent permitted by applicable law, LESSOR shall indemnify, defend, and hold harmless the GOVERNMENT for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the LESSOR in connection

with this LEASE. This indemnification provision includes but is not limited to acts and omissions of LESSOR or LESSOR heirs, assigns, agents, employees, contractors, or lessees in connection with this LEASE which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in Special Conditions, Article 6 of the REVOCABLE PERMIT; (2) judgments, claims, demands, penalties, or fees assessed against the GOVERNMENT; (3) costs, expenses, and damages incurred by the GOVERNMENT; or (4) the release or threatened release by LESSOR of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The Authorized Representative may prescribe terms that allow LESSOR to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification. The GOVERNMENT will be responsible for the acts and omissions of the GOVERNMENT, its agents, employees, contractors and lessees, to the extent permitted by and in accordance with applicable law.

15. Insurance. The United States Department of Agriculture (USDA) Agricultural Research Service (ARS) is an office of the United States Government, which is a self-insured entity. Should an injury occur during the term of this LEASE for which a claim may be filed against the United States, the Federal Torts Claims Act would apply.

16. Applicable Regulations, Codes, and Laws.

(a) Compliance with Applicable Law

LESSOR and UNIVERSITY shall each comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the LEASED PREMISES. The GOVERNMENT will comply with all Federal, State, tribal, and local laws applicable to and enforceable against it as a tenant under this LEASE, provided that nothing in this LEASE shall be construed as a waiver of the sovereign immunity of the UNIVERSITY or the GOVERNMENT. This LEASE shall be governed by Federal law and applicable state law.

(b) Applicable Regulations and Permitted Use of Chemicals

The GOVERNMENT shall not suffer any waste to be committed in or about said LEASED PREMISES, shall keep the LEASED PREMISES free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use and occupancy of the LEASED PREMISES.

17. Default. Any omission of any PARTY to exercise any right upon the default of another PARTY shall not preclude the non-defaulting PARTY from the exercise of such right upon any subsequent default of another PARTY.

18. Severability. Should any provision or portion of such provision of this LEASE be held invalid, the remainder of this LEASE or the remainder of such provision shall not be affected thereby.

19. Successors and Assigns. The terms and provisions of this LEASE and the conditions herein shall bind each PARTY, their successors and assigns.

19a. If during the term of the LEASE, title to the LEASED PREMISES is transferred, the LEASE is assigned, or the LESSOR changes its legal name, the UNIVERSITY or the LESSOR, as applicable, and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the UNIVERSITY shall notify the GOVERNMENT within five (5) days of the transfer of title. The GOVERNMENT shall not assign this LEASE or any interest therein without the prior written consent of LESSOR.

19b. The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT's and the LESSOR's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

19c. If title to the LEASED PREMISES is transferred, or the LEASE is assigned, the GOVERNMENT, the UNIVERSITY and the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the LEASE to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the LEASE via Lease Amendment.

19d. In addition to all documents required by FAR 42.1204, the Lease Contracting Officer ("LCO") may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the LEASE is in the GOVERNMENT's interest.

19e. If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT's interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the LEASE, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the LEASE have been paid in full or completely set off against the rental payments due under the LEASE.

19f. As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

19g. If title to the LEASED PREMISES is transferred, or the LEASE is assigned, rent shall continue to be paid to the original LESSOR, subject to the Government's rights as provided for in this LEASE. The GOVERNMENT's obligation to pay rent to the Transferee shall not commence until the GOVERNMENT has received all information reasonably required by the LCO under subparagraph 19d., the GOVERNMENT has determined that recognizing the Transferee as the

LESSOR is in the GOVERNMENT's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph 19f.

20. Congress. No Member of or Delegate to Congress shall be admitted to any share or part of this LEASE, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this LEASE if made with a corporation for its general benefit.

21. Notification. All notices or official communications which may be required under this LEASE, given by any PARTY to another PARTY, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

(a) Notice to LESSOR:

Nebraska Innovation Campus Development
Corporation
2021 Transformation Drive, Suite 2220
Lincoln, NE 68508

(b) Notice to GOVERNMENT:

Department of Agriculture
Agricultural Research Service
Facilities Division - Real Property Management Branch
5601 Sunnyside Avenue
Beltsville, Maryland 20705-5123
Phone: (301) 504-1224

(c) Notice to UNIVERSITY:

Board of Regents of the University of Nebraska
c/o UNL Vice Chancellor for Business and Finance
307 Canfield Administration
1400 R Street
Lincoln, NE 68588

With a copy to:

University of Nebraska
Office of Vice President and General Counsel
3835 Holdrege Street
Lincoln, NE 68583

Any PARTY may from time to time, by written notice to the other PARTIES, designate a different address to which notices shall be sent.

22. Representations. The making, execution, and delivery of this LEASE have been induced by no representations, statements, or warranties other than those herein expressed. This LEASE embodies the entire understanding of THE PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between THE PARTIES relating to the subject matter

hereof. This LEASE may be amended or modified only by an instrument of equal dignity and formally signed by THE PARTIES hereto.

22a. Applicant (*also referred to as LESSOR herein*), is ☒ is not ☐ an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

If Applicant checked "is" above, Applicant must complete paragraphs (2) and (3) of the representation. If Applicant checked "is not" above, Applicant may leave the remainder of the representation blank.

22b. LESSOR has ☐ has not ☒ been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of application.

22c. LESSOR has ☐ does not have ☒ any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability."

23. Attachments. The following are attached and made a part hereof: The General Provisions and Instructions - GSA Form 3517A, General Clauses (09/22), being 9 pages with non-applicable clauses struck.

IN WITNESS WHEREOF, both THE PARTIES have hereunto executed, signed, sealed and delivered this LEASE, the day, month and year first above written.

**NEBRASKA INNOVATION CAMPUS DEVELOPMENT
CORPORATION**

By:

State of Nebraska

SS: _____
(Town/City)

County of Lancaster

On this _____ day of _____, 2023, _____ personally appeared before me, the undersigned officer, _____, who acknowledges himself/herself to be the _____ of LESSOR, the lessee of said land identified herein, and that he/she, being authorized so to do, executed the foregoing instrument for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC (#:_____)

My commission expires: _____

**THE BOARD OF REGENTS OF THE UNIVERSITY OF
NEBRASKA**

By:

State of Nebraska

SS: _____
(Town/City)

County of Lancaster

On this _____ day of _____, 2023, _____ personally
appeared before me, the undersigned officer, _____, who
acknowledges himself/herself to be the _____ of the UNIVERSITY, the Owner of
said land identified herein, and that he/she, being authorized so to do, executed the foregoing
instrument for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC (#: _____)
My commission expires: _____

THE UNITED STATES OF AMERICA

By: _____
Jeffrey J. Seidleck
USDA Real Estate Lease Contracting Officer

State of _____

ss: _____
(Town/City)

County of _____

On this _____ day of _____, 2021, Jeffrey J. Seidleck personally appeared before me, the undersigned officer, _____, who acknowledges himself/herself to be a Real Estate Lease Contracting Officer of the United States Department of Agriculture, and that he/she, being authorized so to do, executed the foregoing instrument for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

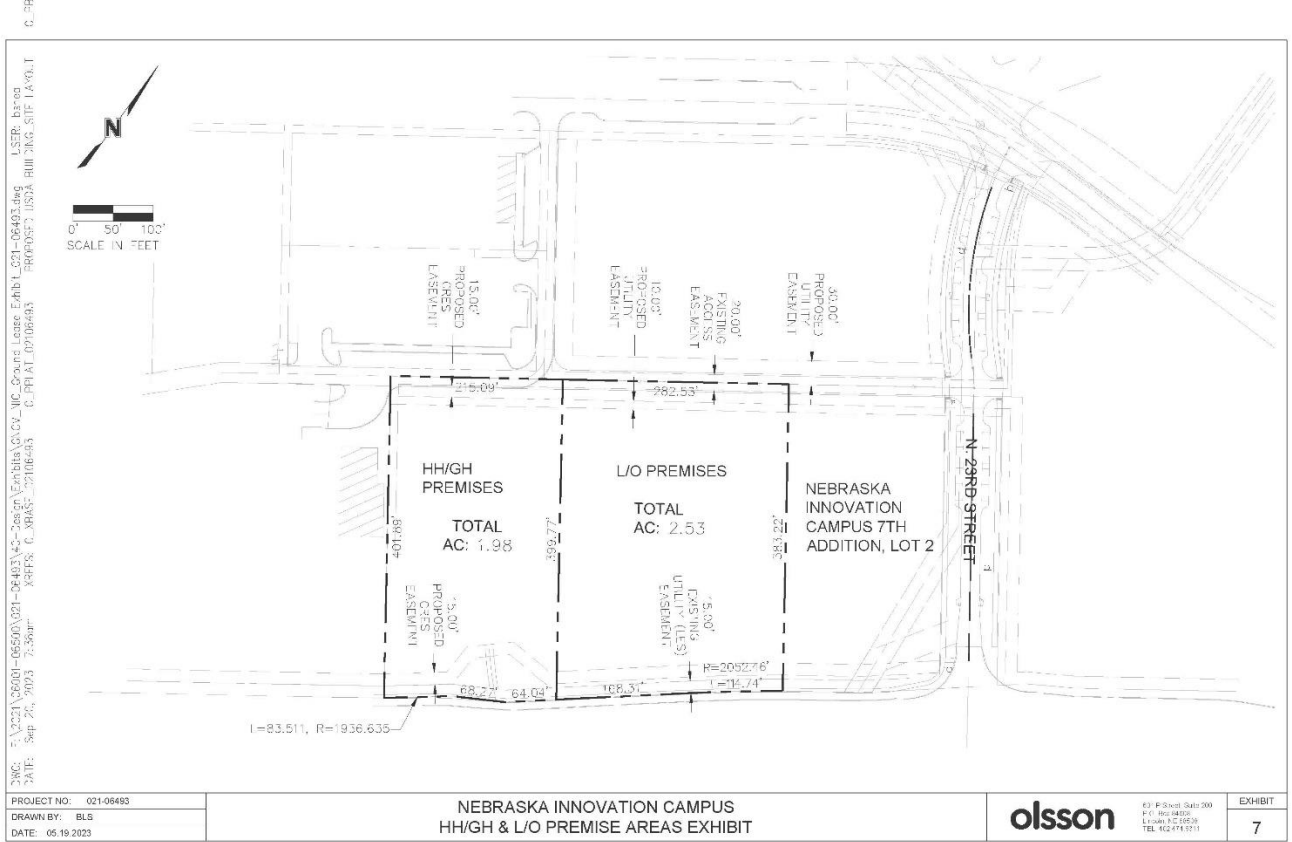
NOTARY PUBLIC
My commission expires: _____

EXHIBITS “A” and “B”

(Final Boundary survey & legal description to be attached, upon completion)



EXHIBIT "C"





BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance**December 1, 2023**

AGENDA ITEM: Approval of Program Statement for the Infectious Diseases Air Transport Training (IDAT) Facility at UNMC

☐ **Review**☒ **Review + Action**☐ **Action**☐ **Discussion**☐ *This is a report required by Regents' policy.*

PRESENTERS: Jeff Gold, UNMC Chancellor
Anne Barnes, UNMC Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The Global Center for Health Security (GCHS) expands and strengthens the global health security leadership role of the University of Nebraska Medical Center. The GCHS has protected the health and safety of Nebraskans and, more broadly, all Americans by improving our ability to prepare for and respond to infectious diseases and other health threats. Responding to the challenges highlighted by the COVID-19 pandemic expanded UNMC's position at the forefront of health security by integrating research, education, and operational response. The Air Force Center for Sustainment of Trauma and Readiness Skills (C-STARS) Omaha has consistently been a partner with UNMC in planning, exercising, and responding to high consequence infectious diseases (HCID) events.

The Infectious Diseases Air Transport Training Facility (IDAT) Training Facility will be a new free-standing building on the existing Lot 62 of the UNMC campus. The program for the facility will include training spaces of different scales including a large space to house the C-130, C-17, NPCC-Lite and NPC training units, as well as simulation classroom spaces for smaller activities. There will also be an administration element that will include office space, lounge, conference room, and secure communications room. Storage space will be included for both training and office functions. The program will also include other necessary building function spaces including locker rooms, toilets, electrical/data rooms, and an upper-level mechanical space. There is space reserved on the site for a future addition.

Project Budget: \$20,992,033

BACKGROUND INFORMATION

The 2014-2016 Ebola outbreak in West Africa highlighted capability gaps for DoD and other federal agencies to manage patients with HCID. In response, the U.S. Air Force training platform, C-STARS Omaha, at UNMC/Nebraska Medicine was established in 2018 to become a leader in training and education of management and transport of these patients and to advance

the readiness skills of DoD medical personnel to deliver safe and effective biocontainment care for patients affected by HCID.

There was a need to provide aeromedical evacuation for individuals exposed to or infected with HCID, and the Transport Isolation System (TIS) was developed in 2014 during the West Africa Ebola outbreak. In 2018, the UNMC/National Strategic Research Institute TIS Validation Research Team highlighted the need for an in-depth training program, and the Negatively Pressurized Conex (NPC) and NPC-Lite were developed in 2020 for aeromedical evacuation of patients affected by COVID-19. Support from UNMC/Nebraska Medicine facilitated successful COVID patient movement using these TIS, NPC, and NPC-Lite units, including the first operational NPC mission on June 30, 2020.

RECOMMENDATION

The President recommends approval of the Program Statement.

Program Statement

Project Name: UNMC Infectious Diseases Air Transport Training Facility (IDAT)
Campus: University of Nebraska Medical Center
Date: October 12th, 2023
Prepared by: UNMC Facilities Management & Planning
RDG Planning & Design as Programming Architect
Campus Project No: P-24015 UNMC IDAT Feasibility Study

1. Introduction

A. Background and history

The Global Center for Health Security (GCHS) expands and strengthens the global health security leadership role of the University of Nebraska Medical Center. The GCHS has protected the health and safety of Nebraskans and, more broadly, all Americans by improving our ability to prepare for and respond to infectious diseases and other health threats. Responding to the challenges highlighted by the COVID-19 pandemic expanded UNMC's position at the forefront of health security by integrating research, education, and operational response. The Air Force Center for Sustainment of Trauma and Readiness Skills (C-STARS) Omaha has consistently been a partner with UNMC in planning, exercising, and responding to high consequence infectious diseases (HCID) events.

The 2014-2016 Ebola outbreak in West Africa highlighted capability gaps for DoD and other federal agencies to manage patients with HCID. In response, the U.S. Air Force training platform, C-STARS Omaha, at UNMC/Nebraska Medicine was established in 2018 to become a leader in training and education of management and transport of these patients and to advance the readiness skills of DoD medical personnel to deliver safe and effective biocontainment care for patients affected by HCID.

There was a need to provide aeromedical evacuation for individuals exposed to or infected with HCID, and the Transport Isolation System (TIS) was developed in 2014 during the West Africa Ebola outbreak. In 2018, the UNMC/National Strategic Research Institute TIS Validation Research Team highlighted the need for an in-depth training program, and the Negatively Pressurized Conex (NPC) and NPC-Lite were developed in 2020 for aeromedical evacuation of patients affected by COVID-19. Support from UNMC/Nebraska Medicine facilitated successful COVID patient movement using these TIS, NPC, and NPC-Lite units, including the first operational NPC mission on June 30, 2020.

A new critical need arose to create enduring training capability that goes beyond the "just in time" training. A formal DoD Infectious Disease Aeromedical Transport (IDAT) course was proposed that includes a multidisciplinary team of Air Force instructor cadre to prepare personnel to safely transport patients affected by HCID, and to have a training facility with substantial space in order to house classrooms, a NPC and NPC-Lites, airplane fuselage trainers or mock-ups, equipment, supplies, and office space. The C-STARS Omaha, in collaboration with the GCHS on the UNMC/Nebraska Medicine campus was selected for this IDAT course.

B. Project description

The IDAT Training Facility will be a new free-standing building on the existing Lot 62 of the UNMC campus. The program for the facility will include training spaces of different scales including a large space to house the C-130, C-17, NPCC-Lite and NPC training units, as well as simulation classroom spaces for smaller activities. There will also be an administration element that will include office space, lounge, conference room, and secure communications room. Storage space will be included for both training and office functions. The program will also include other necessary building function spaces including locker rooms, toilets, electrical/data

rooms, and an upper-level mechanical space. There is space reserved on the site for a future addition.

C. Purpose and objectives

The purpose of the project is to establish biocontainment patient transport training in collaboration with internationally recognized experts to safely and effectively care for patients with HCID.

The objectives of the project are to:

- 1) Be the national resource for training, education, and domain expertise for the safe management and transport of HCID patients
- 2) Advance the readiness skills of federal healthcare workers to deliver safe and effective biocontainment care.
- 3) To go beyond “just-in-time” training and establish deliberate training programs focused on patient transport of HCID patients.
- 4) Provide a training location with space for classrooms, patient transport devices, fuselage trainers or mock-ups, equipment, supplies, and office space.
- 5) Provide large training space to accommodate the patient transport modules such as the Air Force NPC and NPC-Lite on a C-17 mock-up training and C-130 fuselage trainer, respectively, and space for potential housing and training on the HHS Administration for Strategic Preparedness and Response (ASPR) isolation unit.
- 6) Locate the new facility in such a way that facilitates easy delivery and potential future removal of the C-130 fuselage trainer and patient transport units.

2. Justification of the Project

A. Data that supports the funding request

The GCHS, through its core programs, currently collaborates with several federal agencies such as the Department of Defense (DoD), Administration for Strategic Preparedness and Response (ASPR), and Centers for Disease Control and Prevention (CDC) to develop the nationwide care network for special pathogens to include patient transport. The center frequently works with these federal agencies to stress test the system and identify opportunities for improvement in our national response. ASPR has repeatedly noted air transport capabilities as a focus area for improving the current network. Additionally, the Air Force Medical Service (AFMS) Surgeon General recently shifted the patient transport focus from just in time training to a formal biocontainment transport course to serve as a foundation for “all biologic hazards” transport.

B. Alternatives considered

- 1) Lot 62 “East” – This is the selected option. It shares a loading area with the Integrated Service Center and creates an ideal airplane fuselage delivery area. It also disrupts the least amount of existing pavement, is mindful of the presence of the Integrated Service Center building, will have a good main entrance presence, and will help to create a “campus” feel on this site with its neighbor building. There is also area for a future addition.
- 2) Lot 62 “West” – This option was not chosen due to its non-ideal loading dock arrangement and the fact that it would cover up too much of the Integrated Service Center façade.
- 3) Lot 63 – This option was not chosen due to its challenging loading dock arrangement and increased amount of existing pavement disruption.
- 4) Lot 17 “North” – This option was not chosen due to the site being too “industrial”, as well as its challenging loading dock arrangement.

- 5) Lot 17 “Southwest” – This option was not chosen due to the site being too “industrial”, challenging loading dock arrangement, as well as lack of opportunities for expansion.
- 6) Lot 17 “Southeast” – This option was not chosen due to the site being too “industrial”, as well as there being no expansion opportunities.
- 7) Lower Level of Existing Garage PS50 – This option was not chosen due to the site being too “industrial”, and complicated to deliver on budget.

3. Location and site considerations

A. County: Douglas.

B. Town or campus: University of Nebraska Medical Center

C. Proposed site: The Infectious Diseases Air Transport (IDAT) Training Facility would be located on the South of Leavenworth Street on the South edge of the UNMC campus in Lot 62. It is surrounded by the Sterile Processing Facility/Integrated Service Center on the southwest, Loading dock to the south, Parking lot on the north, Field Club Trail on the east and residential on the east and west edges.



D. Statewide building inventory:

Asset Number: N/A

Tag Number: N/A

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The project location on Lot 62 is intended to create a “campus” feel with the neighboring Integrated Service Center/Sterile Processing building. The IDAT Training Facility is

anticipated to complement the existing aesthetics of the Integrated Service Center building. The other sides of the IDAT Training Facility are adjacent to parking lots or green space. Ambulances delivering “training patients” will be driving on Pacific St as part of the training program. Sirens will not be used therefore the impact to the neighborhood will be limited.

2) Utilities

Campus loop steam, chilled water, and electrical are immediately underneath the proposed IDAT Training Facility locations and will need to be relocated. This is included in the cost estimate.

3) Parking and Circulation

The IDAT Training Facility and the Integrated Service Center/Sterile Process will share a dedicated loading dock area. The IDAT Training Facility will slightly reduce the amount of parking in this lot and impacted staff will be reallocated to adjacent campus lots.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission, and Campus Strategic Plan

Investing in Nebraska’s Future: Strategic Framework 2014-2016 includes the following objectives:

From the University of Nebraska System Five-Year Strategy (revised 6/23/2022):

- 4) (Goal 4) Partnerships:** *Focus University investments in research, discover, and creative activities, such as key programs in water and food security; **infection disease**; cancer prevention; rural community development and vitality; **national and cyber security**; novel drug discovery; and early childhood education.*

Supporting Narrative

The Global Center for Health Security (GCHS) mission is to advance innovation in health system preparedness and response through research, clinical care, training, education, and strategic partnerships. The GCHS serves as a national resource for health system preparedness and response for public health emergencies. As a coordinating center GCHS advances research, clinical care, training and education for public health emergency threats. GCHS facilitates key national and international collaborations to advance global health security and the broader UNMC mission to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative research and extraordinary patient care. The IDAT facility would be another step in establishing Nebraska as the leader in managing patients with high consequence infectious diseases (HCID).

B. Consistency with the agency comprehensive capital facilities plan

The project supports the following Campus Facility Development Plan goals:

- 1) Plan and establish biocontainment care training in collaboration with internationally recognized experts to safely and effectively care for patients with high consequence infectious diseases (HCID).
- 2) Provide aeromedical evacuation training through the Negatively Pressurized Conex (NPC) and Negatively Pressurized Conex-Lite (NPC-Lite).

- 3) Advance the readiness skills of DoD medical personnel to deliver safe and effective biocontainment care for patients affected by high consequence infectious diseases (HCID).
- 4) Continue and develop the Department of Defense (DoD) leadership in training, education and domain expertise for the safe management and transport of individuals who have been exposed or infected with HCID.
- 5) Maintain and develop UNMC expertise in leading biopreparedness.

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: “*Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well-utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.*”

5. Analysis of existing facilities

A. Function and purpose of existing programs as they relate to the proposed project

Currently, UNMC hosts the U.S. Air Force’s (USAF) Center for Sustainment of Trauma and Readiness Skills (C-STARS) program on the UNMC campus. The C-STARS program relies on the partnerships and expertise at UNMC and Nebraska Medicine, specifically the GCHS, to develop their cadre into subject matter experts in their curriculum within the USAF. The cadre’s experiences in education, research, and operational responses, both exercises and real-world, keep them at the leading edge of HCID patient care.

The current 9-person USAF cadre conducts their Principles of Biocontainment course for approximately 60 active-duty DoD healthcare professionals annually. The cadre uses classroom and simulation facilities in the Davis Global Center to conduct their current course. Their current offices are located in the GCHS administrative offices.

The new course curriculum will focus on air transport of HCID patients and will require traditional classroom and experiential training space and include an additional 18-person team. The experiential training will be conducted in simulated aircraft models as described above. The C-STARS program is currently using a climate-controlled storage area on campus to temporarily house the NPC. The additional cadre will train approximately 136 active-duty DoD healthcare professionals annually, and the space will be utilized to train other federal agencies as well.

The current principles of biocontainment course will continue to use the patient care and simulation capabilities within the Davis Global Center and conduct didactic components in the new facility. The entire 27-member faculty will use the proposed facility for office space.

The C-STARS program is the immediate use for the facility given their current allocation of resources and investment in design of the facility. ASPR project officers have also expressed interest in using the space for similar programs. This facility could serve as a future resource for other DoD, National Guard and other federal agency partnerships.

For simplicity and clarity existing spaces mentioned above are not impacted and not considered as ‘existing’ throughout the document as this program statement is considering a new training site and program.

B. Square footage of existing areas

Nominal and Temporary: C-STARS Omaha currently has an NPC housed in a renovated metal garage annex on UNMC's campus. This space allows C-STARS cadre to develop initial operating procedures and future training, as well as store equipment and supplies. This area is temporary only, partially conditioned and meant only to support continued critical training while permanent facility is constructed.

C. Utilization of existing space by facility, room and/or function : N/A**D. Physical deficiencies: N/A****E. Programmatic deficiencies: N/A****F. Replacement cost of existing building: N/A****6. Facility Requirements and the Impact of the Proposed Project****A. Functions and purpose of the proposed program****1) Activity identification and analysis**

The site activities around the building will be a parking lot, main entrance area, sidewalks, and a loading/outdoor training area. The main activities within this building will be spaces for training conducted by C-STARS cadre and potentially additional federal personnel. Administrative functions as well as building support are also included. A general site layout and building spatial relationship is represented in the following diagrams.

**2) Projected occupancy/use levels**

Personnel projections

Personnel	Planned
Physicians	
-Infectious Diseases	3
-Critical Care	1
-Critical Care Air Transport (CCAT)	3
Nurses	8
Med Techs	2
RTs	3
Non-clinicians	4
Contractors	3
Total	27

B. Space requirements**1) Square footage by individual areas and/or functions**

Space Description	Space Use Code	Potential Phase	Net Sq.Ft.	Gross Sq.Ft.
Training Space				
C-130 Fuselage Trainer	220	Phase 1	4,000	
C-17 Mock-Up Platform	220	Phase 1	3,500	
C-Lite (Future Isolation Unit)	220	Phase 1	1,500	
Classroom (Subdivided into Two Areas)	220	Phase 2	2,400	
Simulation Classroom	220	Phase 2	240	
Simulation Prep Room	220	Phase 1	700	
Equipment and Supplies Secure Storage	870	Phase 1	2,000	
NDMS Equipment and Supplies	870	Phase 1	500	
Subtotal			14,840	
Administrative				
Private Offices (Three Total)	310	Phase 2	300	
Open Office (27 Desks)	310	Phase 2	1,350	
Secure Comms Room	310	Phase 2	240	
Staff Lounge / Kitchenette	650	Phase 2	450	
Conference Room (30 Seats)	350	Phase 2	1,050	
General Storage	315	Phase 2	100	
Subtotal			3,490	
Support Spaces				
Locker Room (Two Total)	690	Phase 2	600	
Restrooms (Two Total)	702	Phase 1	400	
Gender Neutral Restroom	702	Phase 1	75	
Wellness / Mother's Room	702	Phase 1	80	
EVS	XXX	Phase 1	80	
Mechanical	YYY	Phase 1	2,000	
Electrical	702	Phase 1	120	
I.T.	702	Phase 1	120	
Subtotal			3,475	
Total Net SF (Total Project)			21,805	

Space Description	Space Use Code	Potential Phase	Net Sq.Ft.	Gross Sq.Ft.
Grossing Factor				1.30
Total Gross SF (Total Project)				28,347

2) Basis for square footage/planning parameters

Wherever possible, spaces have been programmed using UNMC space standards, benchmarking data from similar facilities, and good architectural practice.

3) Square footage difference between existing and proposed areas (net and gross): N/A

C. Impact of the project on existing space : N/A

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Equipment to be provided by USAF

B. Additional Equipment

1) Fixed equipment

Equipment to be provided by USAF

2) Movable equipment

Equipment to be provided by USAF

3) Special or technical equipment

Equipment is to be provided by USAF: Highly specialized equipment such as airplane fuselage will be required as a part of this project. Below is a list of known items.

- 1) C-130 Fuselage Trainer
- 2) C-17 Mock-Up Platform
- 3) C-Lite Isolation Unit (Future)
- 4) Practice Mannequins + Storage shelves for mannequins
- 5) Special equipment in the large training space to simulate climactic conditions:
Wind Machine & Mister

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

Type II-A (IBC)

Type II(111) (NFPA)

B. Heating and Cooling Systems

New air handling equipment is planned to be located in the building on a second level mechanical space. Systems will be connected to the existing campus steam and chilled water loop, which will need relocated to accommodate the building. The design will comply with applicable codes,

including, but not limited to, the International Building Code, International Fire Code, International Mechanical Code, and the National Electric Code.

C. Plumbing System

Building plumbing systems including domestic hot water be designed to serve the program space. The design will comply with applicable codes, including, but not limited to, the International Building Code, International Fire Code, International Mechanical Code, and the National Electric Code.

D. Electrical System

Existing building electrical infrastructure will be extended to serve the new program areas. The power and lighting design will comply with applicable codes, including, but not limited to, the International Building Code, International Fire Code, International Mechanical Code, and the National Electric Code. A fully-addressable automatic fire alarm system will include manual pull stations, combination IR/ultrasonic smoke detectors, and control ventilation dampers as required by code.

E. Life Safety/ADA

The facility will be renovated in accordance with the International Codes 2012 edition, all applicable NFPA 101-2000 code references, the 2010 ADA Standards for Accessible Design, the ICCI ANSI A117.1-2002 Accessibility Codes, and Title 156 of the Nebraska Administrative Code.

F. Security

Building security will be considered in the design of the building including the installation of card access at desired locations, surveillance cameras, and other physical security measures to be determined during the design process.

G. Sustainability

The project will meet the University of Nebraska Medical Center Sustainability Guidelines.

H. Historic or architectural significance : N/A

I. Artwork

The State of Nebraska 1% for Art Program requirement is applicable.

The artwork budget is consistent with Board of Regents art policy.

J. Phasing

The project will be completed in one phase

K. Future work: N/A

L. Other: N/A

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The programming architect developed the opinion of probable construction cost for this project in collaboration with MCL Construction. Cost estimates were normalized to the Omaha market area.

2) Identify year and month on which estimates are made and inflation factor used

The project cost estimate was prepared in August 2023 by MCL Construction. The cost estimate assumes a 20 percent inflation for the project duration.

3) Net and gross square feet

	Existing	Proposed
Net Square Feet	N/A	21,805
Gross Square Feet	N/A	28,347

4) Project cost per net and gross square foot

\$ \$963/ NSF

\$ 741/ GSF

5) Construction cost per gross square foot: \$ 600/GSF

B. Total project cost

Construction	Option A
General Construction	\$ 14,244,421
Site Work/Utilities	650,000
Fixed Equipment	-
In-House Construction	741,506
Construction Contingency	1,370,099
TOTAL CONSTRUCTION COSTS	\$ 17,006,026
Non-Construction	
Project Planning	\$ 85,900
Professional Consultant Fees	1,429,008
Professional In-house	680,241
Equipment - Capital	1,000,000
Equipment - Non-Capital	-
Land Acquisition	-
Artwork	255,090
Other	345,958
Non-Construction Contingency	189,810
TOTAL NON-CONSTRUCTION COSTS	3,986,007
TOTAL PROJECT COST	20,992,033

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

The financial impact will be over \$200,000/year but less than \$250,000/year. Funding for operations and maintenance costs will be provided by contracting entities or through reserve funds. No state funds will be used or requested.

2) Estimated additional programmatic costs per year

The financial impact will be over \$10,000/year but less than \$20,000/year. Funding for programmatic costs will be provided by contracting entities or through reserve funds. No state funds will be used or requested.

D. Fiscal impact based on annual assessment: N/A

10. FUNDING

A. Total funds required: \$20,992,033

B. Project funding sources

Funding Sources	Amount	% Total
State Funds		
Cash funds		
Federal funds		
LB 309 funds		
Revenue bonds		
Private donations		
Other sources	\$ 20,992,033	100%
Total	\$ 20,992,033	100%

C. Fiscal year expenditures

FISCAL YEAR	EXPENDITURES
FY2023-2024	\$ 3,000,000
FY2024-2025	\$ 17,992,033

11. TIMELINE

A. Program Statement	October 2023
B. External Selections	November 2023
C. Intermediate Design Review	February 2024
D. GMP Execution	May 2024
E. Completion of Construction	September 2025
F. Occupancy	October 2025

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review is not required.

B. Method of Contracting

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

- 1) Selecting the construction manager early in the process will assist in overall project planning and allow the processes to be built into the project's design.
- 2) Inflation and pricing management in the current inflationary environment is having a dramatic impact on project costs and schedule.
- 3) Material availability is a challenge in the current construction industry affecting all projects.
- 4) Establishing a guaranteed maximum price early in the project will help counteract inflationary pressures on the project.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Acceptance of gift from the Nebraska Philanthropic Trust for the Extension Facility for Baxter Arena

☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' policy.*

PRESENTERS: Joanne Li, UNO Chancellor
Carol Kirchner, UNO Vice Chancellor for Business and Finance
Adrian Dowell, UNO Vice Chancellor and Director of Athletics

PURPOSE & KEY POINTS

The Nebraska Philanthropic Trust has offered to make a generous \$1,956,426 donation to UNO to offset the costs of construction for an extension facility for Baxter Arena.

With acceptance of this gift, the Board of Regents express on behalf of the University of Nebraska at Omaha, their deepest gratitude and appreciation to Nebraska Philanthropic Trust for their donation.

BACKGROUND INFORMATION

Regents Policy 6.6.7(3) requires the Board of Regents to accept any single gift in excess of \$1,000,000.

RECOMMENDATION

The President recommends approval of the contract.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Naming of the Rural Health Education Complex the “Douglas A. Kristensen Rural Health Education Complex” at UNK pursuant to Regents Policy 6.2.7, and waiving the restriction on naming in honor of a current University employee set forth in Regents Policy 6.2.7(4)(b)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents’ policy.*

PRESENTERS: Ted Carter, President
Jeff Gold, UNMC Chancellor

PURPOSE & KEY POINTS

Douglas A. Kristensen has served as Chancellor of the University of Nebraska at Kearney (UNK) since July 1, 2002. During this time, Chancellor Kristensen has been an ardent champion for Greater Nebraska—especially the health sciences workforce needed to keep communities across our state vibrant.

In 2010, Chancellor Kristensen launched the Kearney Health Opportunities Program (KHOP) in cooperation with the University of Nebraska Medical Center (UNMC) to recruit and educate students from rural Nebraska who are committed to returning to rural Nebraska to practice healthcare. This fall, a record 56 first-year students were accepted into the KHOP program. Chancellor Kristensen and his team have taken the program well above and beyond a scholarship program, building a learning community to support students. The overall acceptance rate of UNK students to various health professions was over 93% in 2022.

From 2012-2015, Chancellor Kristensen championed the development of new space for the UNMC Colleges of Nursing and Allied Health Professions in Kearney as part of the *Building a Healthier Nebraska* initiative. This new facility allowed nursing students and allied health professional students to work together in a team-centered approach to rural primary care. Enrollment opportunities were expanded and cutting-edge approaches to inter-professional learning were deployed to prepare students to develop new models for acute and critical care in community-based settings.

Since 2022, Chancellor Kristensen has advocated to expand the UNK-UNMC partnership, build on the successful model, and extend programming from the UNMC Colleges of Medicine, Pharmacy, and Public Health to Kearney. This public-private partnership is made possible through \$60 million committed by the Governor and the Nebraska Legislature, \$5 million from

the City of Kearney, \$1.5 million from Central Community College, and \$28.5 million from philanthropic partners.

At the request of the lead philanthropic partner for this project, we recommend naming the Rural Health Education Complex—which includes the building completed in 2015 and the building currently under construction—after Douglas A. Kristensen.

BACKGROUND INFORMATION

Regents' Policy 6.2.7(4)(b) provides that, "Except for naming a Facility in honor of individuals designated by donors... Facilities shall not be named for individuals currently employed by the University..." The Policy further states, "Unless expressly waived by the Board of Regents, a Facility shall not be named for an individual... earlier than five years following the departure, death, or retirement of the person from the University..."

RECOMMENDATION

President Carter and Chancellor Gold recommend the "Douglas A. Kristensen Rural Health Education Complex" naming in accordance with the wishes of the project's lead philanthropic supporter. In making this recommendation, President Carter and Chancellor Gold express their deepest gratitude to the project's supporters and to Chancellor Kristensen for his enduring leadership.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive

December 1, 2023

AGENDA ITEM: Appointment of Interim President of the University of Nebraska

☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' Policy.*

PRESENTERS: Tim Clare, Chair
Rob Schafer, Vice Chair

PURPOSE & KEY POINTS

Effective January 1, 2024, Christopher J. Kabourek is appointed Interim President of the University of Nebraska (Special Appointment) at an annual salary of \$750,000 (\$62,500/month). Mr. Kabourek's appointment will continue until a permanent President is appointed and takes office.

By accepting this appointment, Mr. Kabourek agrees to not be a candidate for the permanent position of President.

BACKGROUND INFORMATION

Section 2.2.1 of the *Bylaws* provides that, "In the event that the University President shall resign... an Interim President of the University shall be designated by the Board. The... Interim President shall have all powers, duties, and responsibilities normally devolving upon the Office of the President of the University."

RECOMMENDATION

The Chair and Vice Chair recommend appointing Christopher J. Kabourek as Interim President.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive

December 1, 2023

AGENDA ITEM: Appointment of Board Chair as “Designated Representative” to Nebraska Medicine

☐ **Review**

☒ **Review + Action**

☐ **Action**

☐ **Discussion**

☐ *This is a report required by Regents’ Policy.*

PURPOSE & KEY POINTS

Pursuant to Section 2.02 (Designated Representative) of the Bylaws of Nebraska Medicine, each Member of the Corporation shall designate in writing the individual who may attend and vote at all meetings (regular and special) of the Members.

Approval of this item authorizes the Board Chair to act and vote on behalf of the University at meetings of the Members of Nebraska Medicine.

BACKGROUND INFORMATION

On May 30, 2014, the Board of Regents authorized and directed the UNMC Chancellor to negotiate terms and conditions and execute agreements, notices, governance documents, approvals, and other documents related to the governance, organization, management, and operations of the Clinical Enterprise and System Corporation. Pursuant to this authorization, the Bylaws of Nebraska Medicine were executed in 2016. The two corporate Members of Nebraska Medicine are the Board of Regents of the University of Nebraska and Clarkson Regional Health Services, Inc.

On December 4, 2020, the Board of Regents appointed the President of the University of Nebraska to serve as the University’s “Designated Representative” in accordance with the Bylaws of the Board of Directors of Nebraska Medicine with the requirement that agenda items of meetings of the Members of Nebraska Medicine will be provided to the Chair of the Board of Regents for advanced review.

RECOMMENDATION

Recommend appointing the Board Chair as the University’s “Designated Representative” to Nebraska Medicine with the requirement that agenda items of meetings of the Members of Nebraska Medicine will be provided to the Corporation Secretary for records retention.



BOARD OF REGENTS AGENDA ITEM SUMMARY

For Information Only

December 1, 2023

AGENDA ITEM: Amendments to Section 1.3 and 1.4 of the Standing Rules of the Board of Regents

☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' policy.*

PRESENTERS: Jack Stark, Chair, Health Affairs Working Group

PURPOSE & KEY POINTS

After reviewing “charters” from health affairs/health sciences committees of peer governing boards, the Board of Regents deems it appropriate to add a fifth standing committee dedicated to our relationship with clinical partner Nebraska Medicine. Nebraska Medicine is a critical partner to the University in producing the next generation of healthcare professionals. Topics relating to health affairs/health sciences don’t always fit cleanly within the subject areas of the Board’s current standing committees.

BACKGROUND INFORMATION

Standing Rule 1.3.1 provides that the Board of Regents may create such other committees and task forces, in addition to its standing committees, as it determines to be necessary.

On February 28, 2023, Chair Clare established a Health Affairs Working Group to explore governance best practices for affiliated clinical partners.

RECOMMENDATION

None. This item is presented for information only and will be brought back to the Board for consideration at its next meeting.

**STANDING RULES
OF THE
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**

**Section 1
Structure of the Board**

...

1.3 Committees.

- 1.3.1 The Board shall have ~~four~~ five standing committees: Executive; Academic Affairs; Audit, Risk, and Compliance; ~~and~~ Business and Finance; and Health Affairs. The Board may from time to time create such other committees and task forces as it determines to be necessary.
- 1.3.2 The Executive Committee shall consist of the Chairperson, Vice Chairperson, the most recent past Chairperson, and an additional elected Regent, and one Student Regent both appointed by the Chairperson. The elected Regent appointed by the Board Chairperson may not be reappointed to a second consecutive term.
- 1.3.3 The Chairperson of the Board shall, after consulting with the other members of the Board, appoint the members of the Academic Affairs; Audit, Risk, and Compliance; ~~and~~ Business and Finance; and Health Affairs committees and select one member of each committee to serve as its chairperson. Such appointments shall be made each year, after the Board's annual meeting and before its next scheduled meeting. All proposed committee agenda topics will be submitted by the committee chairs to the Executive Committee for approval.
- 1.3.4 In those instances where a committee or task force determines that Board action is called for, it may bring its specific recommendation to the Board. Committee and task force actions and recommendations shall be advisory only and shall have no binding force or effect unless the Board has expressly delegated to a committee or task force power to act on behalf of the Board upon a specific matter. Where a committee or task force takes action on behalf of the Board pursuant to a specific delegation of power, minutes of the committee or task force meeting or meetings relating thereto shall be prepared and distributed to the Board, the President, and other appropriate parties within two (2) working days of any such meeting, and the proceedings of the committee or task force shall be in compliance with the provisions of the Nebraska Open Meetings Law (Neb. Rev. Stat §§ 84-1408 to 84-1414).

- 1.4 **Staff.** The Corporation Secretary shall serve as staff to the Board and the Executive Committee. The Executive Vice President and Provost shall serve as staff to the Academic Affairs Committee; the Vice President for Business and Finance shall serve as staff to the Business and Finance Committee; ~~and~~ the President shall designate an individual charged with oversight of the University's internal audit function to serve as staff to the Audit, Risk, and Compliance Committee; and the President shall designate an individual to serve as staff to the Health Affairs Committee.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

December 1, 2023

REPORT: Proposal to rename the Space, Cyber and Telecommunications Law Master of Laws (LL.M.) degree program to the LL.M. in Space, Cyber and National Security Law in the College of Law at UNL

☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**

☒ *This is a report required by Regents' Policy.*

PRESENTERS: Jeffrey P. Gold, Executive Vice President and Provost

PURPOSE & KEY POINTS

A significant portion of the Space, Cyber and Telecommunications Law program's curriculum is focused on national security, and most of its graduates are active-duty JAG officers who will continue to work for the U.S. government as officers or civilians. The proposed name change will provide a clearer picture of coursework offerings and outcomes to prospective students, enhance buy-in from Department of Defense partners, and provide a better marketing platform to distinguish the program from other universities.

BACKGROUND INFORMATION

On April 29, 2011, the Board of Regents approved the renaming of the UNL College of Law LL.M. degree program in Space and Telecommunications Law to Space, Cyber and Telecommunications Law.

On January 29, 2016, the Board of Regents approved the following expedited Executive Certificates: Space Law Executive Certificate, Cyber and Cyber Security Law Executive Certificate, and Cyber and Telecommunications Law Executive Certificate all in the College of Law at UNL.



September 20, 2023

Jeffrey Gold, Executive Vice President & Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

Dear Dr. Gold,

I am forwarding materials related to a proposal from the College of Law to rename the program in “Space, Cyber and Telecommunications Law” to “**Space, Cyber and National Security Law.**” The proposed change reflects the learning outcomes more clearly for students and employers and will allow the program to be better positioned in the marketplace. The core of the program remains focused on law and international law.

The proposal has the full endorsement of the Academic Planning Committee, the Executive Vice Chancellor for Academic Affairs, the Dean of the College of Law, the College of Law faculty, and it has my approval. I am requesting you approve it as well.

Sincerely,

Rodney D. Bennett, Ed.D.
Chancellor

c: Memet Can Vuran, Chair, Academic Planning Committee
Katherine Ankerson, Executive Vice Chancellor
Richard Moberly, Dean, College of Law
Josh Davis, Associate to the Chancellor
Renee Batman, Assistant Vice Chancellor
Suzi Tamerius, Project Coordinator
Karen Griffin, Coordinator of Faculty Governance
David Jackson, Vice Provost
Angela Iwan, Administrative Assistant

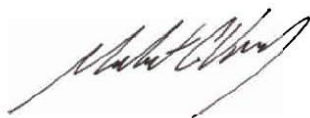
September 11, 2023

Chancellor Rodney Bennett
201 Canfield Administration
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to rename the Space, Cyber and Telecommunications Law program to Space, Cyber and National Security Law. The program will be administered by the College of Law. The APC voted to recommend approval of the proposal at its September 6, 2023, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Memet Can Vuran, Chair, Academic Planning Committee and Professor, School of Computing

c: Executive Vice Chancellor Katherine Ankerson
Dean Richard Moberly
Associate to the Chancellor Josh Davis
Assistant Vice Chancellor Renee Batman
Project Coordinator Suzi Tamerius



MEMORANDUM

TO: Can Vuran, APC Chair

FROM: Katherine Ankerson, Executive Vice Chancellor *KSA*

DATE: August 28, 2023

SUBJECT: Modify the Space, Cyber and Telecommunications Law LL.M program

Please accept this revised proposal regarding the LL.M in “Space, Cyber and Telecommunications Law” administered by the College of Law. I seek to clarify the proposal and proposed actions.

The proposal outlines several curricular modifications that were supported and approved by the College of Law faculty and dean. Per standard university procedures, the curricular modifications have been implemented upon approval by the faculty. These curricular changes are included in the proposal as background regarding the revised learning outcomes of the program, and thus, context for the name change.

The program modification that requires your review and recommendation is the request to rename the LL.M program in “Space, Cyber and Telecommunications Law” to “Space, Cyber, and National Security Law.” The proposed name change not only reflects the learning outcomes more clearly for students and employers, but will allow the program to be better positioned in the marketplace.

This name change has the full support of the College of Law faculty and Dean Richard Moberly. I fully support this proposal.

MEMORANDUM

TO: Office of the Executive Vice Chancellor
FROM: Richard Moberly, Dean
DATE: May 12, 2023
RE: Program Changes for LL.M. in SCTL

This memorandum addresses the faculty voting process and support for the proposed changes to the College of Law's Space, Cyber, and Telecommunications Law Program.

At the Faculty Meeting on September 13, 2022, the Faculty unanimously approved six changes to the program, five of which specifically apply to the LL.M. program.

Professor Beard presented a memo with the proposed program changes:

- i. Change the program name from Space, Cyber, and Telecommunications Law to the Space, Cyber, and National Security Law Program.
- ii. Revise the required courses for LL.M. graduation to better align with the national security focus of the Program and make necessary updates and changes in elective courses; also provide flexibility to the Program Director to waive or substitute required courses in exceptional circumstances.
- iii. Create an optional non-thesis track for professional, online students and for interested resident students; retain the thesis requirement for those students (particularly JAG officers) who are required by their sending institution to write a thesis.
- iv. Change the required GPA for LL.M. students to graduate to match the required GPA for J.D. students to graduate (LL.M. students currently have a required GPA of 6.0 (or B) to graduate).
- v. For online students, end the 3-credit hour, in-person attendance requirement and required in-person attendance at the Annual Nebraska D.C. Space Law Conference. All students, however, will be strongly encouraged to attend.

Professor Beard moved to approve the changes listed in his memo. Professor Hurwitz seconded the motion. A vote was taken and the motion was approved. FOR: Beard, Berger, Blankley, Duncan, Hurwitz, Jefferis, Langvardt, Lepard, Medill, Perlman, Ruser, Schaefer, Schopp, Schutz, Stohs, Sullivan, Tierney, Thimmesch, Weitzel, Willborn, Wilson.

I concur with the faculty's decision to make these modifications to the LL.M. program. The changes suggested, and the reasons for them, can be found on the attached form.

University of Nebraska-Lincoln

Modification of Graduate Major or Degree

e.g. name change, merger/consolidation, etc.

I. Descriptive Information

Name of Institution Proposing Modification
University of Nebraska-Lincoln
Name of Current Major or Degree
Space, Cyber, and Telecommunications Law Program
Degree to be Awarded to Graduates of the Program
LL.M.
Program is Currently Offered <i>[full program, not individual courses]</i>
☐ On-campus only ☐ Distance only ☒ Both (on-campus and distance)
Name of Proposed Major or Degree
Space, Cyber, and National Security Law Program
Degree to be Awarded to Graduates of the Proposed Program
LL.M.
Other Majors or Degrees Offered in this Field by Institution
None
CIP Code <i>[IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]</i>
22.0209 International Law and Legal Studies (LL.M., J.S.D./S.J.D.)
Current Subject Code
LAW
Administrative Units for the Major or Degree
College of Law
Proposed Delivery Site
No Change – on campus and online
Program will be Offered <i>[full program, not individual courses]</i>
☐ On-campus only ☐ Distance only ☒ Both (on-campus and distance)
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date Modifications will be Initiated
<i>[term/year]</i> Fall 2023

II. Details

A. Description of Proposed Modification:

The Space, Cyber, and Telecommunications Law Program is an LL.M. degree, with participation from JD students who may declare a program of concentrated study in the area.

The first proposed change is to slightly alter the name of the degree from “Space, Cyber, and Telecommunications Law” to “Space, Cyber, and National Security Law.”

The second proposed change is to lightly shift our curricular requirements. The total number of credit hours necessary to graduate will not change, solely the required courses that must be a part of that total.

	Current Course of Study	Proposed Course of Study
	International Law (3)	International Law (3)
	International Cyber Security (3)	International Cyber Security (3)
		National Security Law (3)
	Space Law (2)	Space Law (2) OR space or cyber law course from list designated by the Director (2)
	National Security Space Law (1)	National Security Space Law (3)
	Domestic Telecom (3) [satisfied by Technology Governance and Regulation: Concepts (1) and Platforms: Networks and Infrastructure (2)]	Technology Governance and Regulation: Concepts (1) and Platforms: Networks and Infrastructure (2) OR courses designated by the Director that explore the domestic regulation of technology industries (3)
	Thesis (3)	Thesis (3) – for research track/JAGS OR a space or cyber law course from list designated by the Director (3)
	Researching Space Law (1)	
TOTAL REQUIRED CREDITS	16	20

Notably, the proposed changes remove the “Researching Space Law” course. “Researching Space Law” may still be offered but will be considered an elective. The proposed changes also make the thesis track optional for professional students. Students selecting the non-thesis track will be required to choose an additional course from the approved list of the program’s elective courses and receive approval from the Program’s Director that the selected course is congruent with the student’s course of study. Outside of the required classes seen in Appendix A, students will fill the remaining credit hours from an elective list to meet the required 24 credit hours for the program.

B. Justification of Proposed Modification:

In comparison to other programs, our program is competitive because of our history and relationship with the Department of Defense, the background of our alumni base and core faculty, and the University Affiliated Research Center at NSRI. A significant amount of our curriculum is focused on national security and most of our graduates are active-duty JAG officers, who go on to work for the U.S. government or military as a civilian.

This new title, and modest shift in required curriculum, will provide a clearer picture of our offerings and outcomes to prospective students, create buy-in from our Department of Defense partners, allow our current students more flexibility in their course selections, and provide a better marketing platform to distinguish our program from other schools.

Because very few attorneys in this program have careers in research and academics, the optional thesis track will support students who prefer more instructional class content to a research-focused curriculum.

C. Impact on Subject Codes:

[Will any subject codes need to be created, modified, or deleted in relation to the modification of this program]

The core of the program remains focused on law and international law. These changes should not require any changes to the subject codes.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

December 1, 2023

AGENDA ITEM: Report on renaming the Department of Pathology and Microbiology to the Department of Pathology, Microbiology, and Immunology at the University of Nebraska Medical Center (UNMC)

☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**

☒ *This is a report required by Regents' Policy.*

PRESENTERS: Jeffrey P. Gold, Provost

PURPOSE & KEY POINTS

Immunology research has been a longstanding emphasis in the Department of Pathology and Microbiology; several current faculty are studying the basic science and translational aspects of immunology as it relates to infectious diseases and cancer. The unit's future research and instructional direction includes the collaborative integration of these disciplines, and therefore the proposed name better reflects this emphasis to potential students and research grant funders.

BACKGROUND INFORMATION

The Department of Pathology and Microbiology (renamed as such in 1984) was established prior to modern records of the Board of Regents.



October 19, 2023

David Jackson, Ph.D.
Vice Provost
University of Nebraska System
145 Varner Hall
Lincoln, NE 68583-0743
djackson@nebraska.edu

RE: Request for Name Change of Pathology and Microbiology to Pathology, Microbiology and Infectious Diseases

Dear Dr. Jackson:

UNMC would like to request a name change of the Department of Pathology and Microbiology to Department of Pathology, Microbiology, and Immunology. This change better reflects the mission and current research activities of the Department. The change is supported by the faculty, the Chair of the Division of Internal Medicine (which has two clinical divisions of immunology – letter attached), the Dean of the College of Medicine, and our Senior Vice Chancellor. There is no naming conflict with any other UNMC Departments.

Sincerely,

A handwritten signature in purple ink, appearing to read 'JPG', is placed over the printed name and title of the Chancellor.

Jeffrey P. Gold, M.D.
Chancellor

cc: Dr. Brad Britigan, Dean, College of Medicine
Dr. H. Dele Davies, Senior Vice Chancellor
Dr. Joseph Khoury, Chair, Department of Pathology and Microbiology

Enclosure



Wednesday, October 11, 2023

Jeffrey Gold, M.D.
Executive VP and Provost, NU System
3835 Holdrege Street
Lincoln, NE 68583-0745

Dear Provost Gold:

Re: Request for Name Change of Pathology and Microbiology to Pathology, Microbiology and Infectious Diseases.

UNMC would like to request a name change of the Department of Pathology and Microbiology to Department of Pathology, Microbiology, and Immunology. This change better reflects the mission and current research activities of the Department. The change is supported by the faculty, the Chair of the Division of Internal Medicine (which has two clinical divisions of immunology – letter attached), and the Dean of the College of Medicine. There is no naming conflict with any other UNMC Departments.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Davies".

H. Dele Davies, MD, MS, MHCM
Senior Vice Chancellor for Academic Affairs
Dean for Graduate Studies, University of Nebraska Medical Center

CC:

Dr. Joseph Khoury, Chair, Department of Pathology and Microbiology
Dr. Brad Britigan, Dean, College of Medicine

September 15, 2023

H. Dele Davies, MD
Senior Vice Chancellor, Academic Affairs
University of Nebraska Medical Center
Omaha, NE

RE: Request for name modification

Dear Dr. Davies,

I am writing to kindly request changing the name of the Department of Pathology and Microbiology to Department of Pathology, Microbiology, and Immunology. The change would be of important strategic value to the department and UNMC at large, and it is strongly supported by our faculty and Dean Brad Britigan whose letter of endorsement is attached herein.

Immunology research has been a longstanding emphasis in the Department of Pathology and Microbiology, which is evidenced by a number of current faculty studying basic science and translational aspects of immunology as it relates to infectious diseases and cancer. Recognition of the department as a leader in immunology research on campus is reflected by leadership of the campus-wide Immunology Interest Group, emphasis of the graduate studies program housed in the department (Immunology, Pathology, and Infectious Diseases; IPID), and housing of the Biologics Production Facility (an ISO-accredited GMP/GTP facility) within the department. This recognition coincides with the departmental vision of expanding immunology research through recruitment of faculty with expertise in the immunology of infectious diseases to interface with currently established research groups in the department working on staphylococcal biology, cellular microbiology (*Chlamydia*, malaria, *Coxiella*), and virology. Our vision is coupled with strong efforts towards expanding expertise in cancer immunology to bolster current capabilities within the department as well as in the Buffett Cancer Center. This paradigm is central to my vision, which entails strategic recruitments of immunologists, particularly those with expertise in adaptive immunity and immunotherapeutics. Put together, these efforts and the change will enhance our visibility as a home for cutting-edge immunology research and competitiveness for research grants.

Many discussions have been had with our faculty members, who overwhelmingly support this name change. Several of the discussions were had and documented when Dr. Hinrichs was chair. I brought this matter up again with our faculty at a meeting in August 2023, and the support has remained overwhelming.

As two divisions in the Department of Internal Medicine have the term immunology included in their name, I reached to Dr. Deb Romberger to request her support of our departmental name change. Dr. Romberger kindly affirmed her support, and her letter in that regard is addended to our request.

In concluding, I thank you very much for your consideration of our request, which we are enthusiastic about and believe will represent a tremendous step forward for immunology research at our institution. Above all, the proposed change will cement our commitment as a department to be a global leader in the field of immunology research.

Sincerely,



Joseph Khoury, M.D.
Stokes-Shackleford Professor and Chair



September 14, 2023

H. Dele Davies, MD
Senior Vice Chancellor, Academic Affairs
University of Nebraska Medical Center
Omaha, NE

RE: Support for request for name modification for Department of Pathology and Microbiology

Dear Dr. Davies,

I am writing to provide my enthusiastic support for changing the name of the Department of Pathology and Microbiology to the Department of Pathology, Microbiology, and Immunology. I strongly agree with the rationale and recommendation for the change provided by Dr. Khoury in his letter to you. I agree that the proposed name better reflects the current and future missions and activities of the department.

Sincerely,

A handwritten signature in black ink that reads "Bradley Britigan". The signature is written in a cursive, flowing style.

Bradley E. Britigan, M.D.
Stokes-Shackelford Professor and Dean

September 13, 2023

Joseph Khoury, MD
Stokes-Shackleford Professor and Chair
Department of Pathology and Microbiology
University of Nebraska Medical Center
985900 Nebraska Medical Center | Omaha, NE 68198-5900

Dear Dr. Khoury:

As we have discussed, the Department of Internal Medicine supports the name change of the Department of Pathology and Microbiology to the Department of Pathology, Microbiology, and Immunology. The Department of Internal Medicine has two divisions who will retain the word immunology in their titles- the division of allergy and immunology and the division of rheumatology and immunology since immunology training is a part of their fellowship programs. If there is additional information that is needed, let me know. All the best to your department!

Sincerely,



Debra Romberger, MD
Henry J Lenhoff Professor & Chair,
Department of Internal Medicine
University of Nebraska Medical Center

University of Nebraska Medical Center

Modification of Academic Unit

Academic units include colleges, departments, and schools
Note: Use Centers template for Centers, Bureaus and Institutes

I. Descriptive Information

Name of Institution Proposing Modification of Academic Unit
University of Nebraska Medical Center
Name of Current Academic Unit
Pathology and Microbiology
Administrative Unit(s) [e.g. college, division, etc.]
Department
Name of Proposed Academic Unit
Pathology, Microbiology, and Immunology
Academic Programs to be Housed in the modified Academic Unit
No modification to current programs.
Proposed Date the modification will be Initiated
[January 1, 2024]
Date Approved by the Governing Board
[leave blank]

II. Details

A. Purpose of the Proposed Modification:

Immunology research has been a longstanding emphasis in the Department of Pathology and Microbiology, which is evidenced by a number of current faculty studying basic science and translational aspects of immunology as it relates to infectious diseases and cancer. Recognition of the department as a leader in immunology research on campus is reflected by leadership of the campus-wide Immunology Interest Group, emphasis of the graduate studies program housed in the department (Immunology, Pathology, and Infectious Diseases; IPID), and housing of the Biologics Production Facility (an ISO-accredited GMP/GTP facility) within the department. This recognition coincides with the departmental vision of expanding immunology research through recruitment of faculty with expertise in the immunology of infectious diseases to interface with currently established research groups in the Department working on staphylococcal biology, cellular microbiology (*Chlamydia*, malaria, *Coxiella*), and virology. This is coupled with efforts to expand expertise in cancer immunology to bolster current capabilities within the department as well as in the Buffett Cancer Center. This paradigm is central to the new department chair's vision, which entails strategic recruitments of immunologists, particularly those with expertise in adaptive immunity and immunotherapeutics. The change will enhance our visibility as a home for cutting-edge immunology research and competitiveness for research grants. Above all, the proposed modification of the department name is intended to cement the commitment to position the department as a global leader in the field of immunology research.

B. Description of the Proposed Modification:

Change the name of the department from Department of Pathology and Microbiology to Department of Pathology, Microbiology, and Immunology.

III. Review Criteria

A. Centrality to UNMC Role and Mission

The change will add value to all mission areas through programmatic growth, research contributions, and expanded pool of expert educators.

B. Relationship of the proposal to the NU Strategic Framework

Enhancing leadership in the field of Immunology aligns with the institutional mission areas of care and research. The aim is to become a global leader in immunology thought breakthroughs in translational immunology and discoveries in experimental immunology.

C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education

Not applicable.

D. Adequacy of Resources:

1. Faculty/Staff: No specific requests.
2. Physical Facilities and Equipment: No specific requests.
3. Instructional Equipment and Informational Resources: No specific requests.
4. Budget Projections: No specific requests.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs**December 1, 2023****AGENDA ITEM:** Report on Fall 2023 Student Credit Hours☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**☒ *This is a report required by Regents' Policy.***PRESENTERS:** Jeffrey P. Gold, Executive Vice President and Provost**PURPOSE & KEY POINTS**

University-wide, the number of student credit hours increased by 0.29% from Fall 2022 to Fall 2023. The campus-specific totals are shown below.

Total Student Credit Hours Fall 2022 and 2023 *				
Campus	Fall 2022	Fall 2023	Difference	% Change
University of Nebraska--Lincoln	299,451.00	299,808.00	357.00	0.12%
Univeristy of Nebraska Medical Center	58,298.50	60,030.50	1,732.00	2.97%
University of Nebraska at Omaha	171,539.00	171,027.00	-512.00	-0.30%
University of Nebraska at Kearney	64,362.50	64,805.50	443.00	0.69%
Nebraska College of Technical Agriculture	3,821.00	3,551.00	-270.00	-7.07%
Grand Total	597,472.00	599,222.00	1,750.00	0.29%

* At Census

University of Nebraska System Five-Year Strategy Accountability Measures

Updated December 1, 2023

Winter Term (4.1) 2021-22 Target Outcome ↑ # of Winter Term Courses > 2021-22 40 more courses offered over Winter Term 2021-22	Winter Term (4.2) 2021-22 Target Outcome ↑ # of Winter Term Student Credit Hours Completed > 2021-22 3,107 more Student Credit Hours Completed over Winter Term 2021-22	Enrollment (6.1) Fall 2023 Target Outcome ↓ Each campuses' total headcount will exceed Fall 2022 UNL = -205 UNMC = +47 UNO = -50 UNK = -24 NCTA = -18
Enrollment (6.2) Fall 2023 Target Outcome ↓ Total transfer students will exceed Fall 2021 -82	Retention (7) Fall 2023 Target Outcome ↑ Campus first to second year retention rates will exceed Fall 2021 UNL = +2.1% UNO = +2.3% UNK = -2.2%	Open Nebraska (8) 2021-22 Target Outcome ↑ \$8 million in aggregate savings to students \$9.2 million in aggregate savings to students
Handshake Participation (10) 2021-22 Target Outcome Establishes baseline # of Nebraska businesses with active Handshake account 6,232	Administrative Bloat (18) FY2020-21 Target Outcome ↑ Institutional Support expenditures below peer average \$794/FTE Student Below Peer Average (19.6% Below)	Procurement Savings (20) FY2021-22 Target Outcome Establishes baseline Amount saved through University-wide RFPs \$542,167
Research (17.1) FY2021-22 Target Outcome ↑ Total research expenditures will exceed prior year \$33,949,000	Four-Year Graduation Rate (1) FY2020-21 Target Outcome ↓ Campuses will increase their four-year graduation rate over AY2020-21 UNL = +0.6% UNO = -0.3% UNK = -1.8%	Research (17.2) FY2021-22 Target Outcome ↑ Extramural research expenditures will exceed prior year \$20,322,000
LEGEND: ↑ Target Met or Exceeded → Progress Towards ↓ Target Not Met		

UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
COMPARING- Fall 2022 & Fall 2023

		Fall 2022	Fall 2023	Difference	% Change
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate	13,803	13,531	(272)	-2.0%
	First-Time Freshman	4,640	4,699	59	1.3%
	Transfer	746	729	(17)	-2.3%
	Total	19,189	18,959	(230)	-1.2%
	Graduate	4,028	4,013	(15)	-0.4%
	Total	4,028	4,013	(15)	-0.4%
	Professional	588	628	40	6.8%
	Total	588	628	40	6.8%
TOTAL		23,805	23,600	(205)	-0.9%
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate	886	898	12	1.4%
	Total	886	898	12	1.4%
	Graduate	666	756	90	13.5%
	Total	666	756	90	13.5%
	Professional	2,854	2,901	47	1.6%
	Total	2,854	2,901	47	1.6%
TOTAL		4,406	4,555	149	3.4%
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate	8,682	8,764	82	0.9%
	First-Time Freshman	2,344	2,156	(188)	-8.0%
	Transfer	1,005	939	(66)	-6.6%
	Total	12,031	11,859	(172)	-1.4%
	Graduate	3,034	3,156	122	4.0%
	Total	3,034	3,156	122	4.0%
TOTAL		15,065	15,015	(50)	-0.3%
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate	3,081	2,988	(93)	-3.0%
	First-Time Freshman	863	910	47	5.4%
	Transfer	325	326	1	0.3%
	Total	4,269	4,224	(45)	-1.1%
	Graduate	1,772	1,793	21	1.2%
	Total	1,772	1,793	21	1.2%
TOTAL		6,041	6,017	(24)	-0.4%
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE (NCTA)	Undergraduate	148	132	(16)	-10.8%
	First-Time Freshman	102	100	(2)	-2.0%
	Total	250	232	(18)	-7.2%
	TOTAL	250	232	(18)	-7.2%
Grand Total		49,567	49,419	(148)	-0.3%

**UNIVERSITY OF NEBRASKA
FULL-TIME & PART-TIME ENROLLMENT
COMPARING- Fall 2022 & Fall 2023**

		Fall 2022		Fall 2023		% Change	
		Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate	18,175	1,014	18,087	872	-0.5%	-14.0%
	Graduate	1,954	2,074	2,038	1,975	4.3%	-4.8%
	Professional	566	22	610	18	7.8%	-18.2%
	TOTAL	20,695	3,110	20,735	2,865	0.2%	-7.9%
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate	722	164	713	185	-1.2%	12.8%
	Graduate	314	352	363	393	15.6%	11.6%
	Professional	2,525	329	2,544	357	0.8%	8.5%
	TOTAL	3,561	845	3,620	935	1.7%	10.7%
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate	9,987	2,044	9,910	1,949	-0.8%	-4.6%
	Graduate	1,037	1,997	1,083	2,073	4.4%	3.8%
	TOTAL	11,024	4,041	10,993	4,022	-0.3%	-0.5%
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate	3,672	597	3,691	533	0.5%	-10.7%
	Graduate	265	1,507	296	1,497	11.7%	-0.7%
	TOTAL	3,937	2,104	3,987	2,030	1.3%	-3.5%
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE (NCTA)	Undergraduate	236	14	220	12	-6.8%	-14.3%
	TOTAL	236	14	220	12	-6.8%	-14.3%
Grand Total		39,453	10,114	39,555	9,864	0.3%	-2.5%

UNIVERSITY OF NEBRASKA
SUMMARY - FULL-TIME EQUIVALENT ENROLLMENT REPORT
COMPARING- Fall 2022 & Fall 2023

		Fall 2022	Fall 2023	Difference	% Change
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate	18,513	18,378	(135)	-0.7%
	Graduate	2,645	2,696	51	1.9%
	Professional	573	616	43	7.4%
	TOTAL	21,732	21,690	(42)	-0.2%
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate	777	775	(2)	-0.3%
	Graduate	431	494	63	14.5%
	Professional	2,635	2,663	28	1.1%
	TOTAL	3,843	3,932	89	2.3%
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate	10,668	10,560	(109)	-1.0%
	Graduate	1,703	1,774	71	4.2%
	TOTAL	12,371	12,334	(37)	-0.3%
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate	3,871	3,869	(2)	-0.1%
	Graduate	767	795	28	3.6%
	TOTAL	4,638	4,664	25	0.5%
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE (NCTA)	Undergraduate	241	224	(17)	-6.9%
	TOTAL	241	224	(17)	-6.9%
Grand Total		42,824	42,843	19	0.0%

UNIVERSITY OF NEBRASKA
HEADCOUNT ENROLLMENT BY RESIDENCY STATUS BY CAMPUS
COMPARING- Fall 2022 & Fall 2023

			Fall 2022	Fall 2023	% Change	Fall 2022	Fall 2023	% Change	Fall 2022	Fall 2023	% Change
			Resident Enrollment			Non-Resident Enrollment			Grand Total		
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate		10,964	10,827	-1.2%	3,585	3,433	-4.2%	14,549	14,260	-2.0%
		First-Time Freshman	3,421	3,545	3.6%	1,219	1,154	-5.3%	4,640	4,699	1.3%
		Total	14,385	14,372	-0.1%	4,804	4,587	-4.5%	19,189	18,959	-1.2%
	Graduate		1,505	1,512	0.5%	2,523	2,501	-0.9%	4,028	4,013	-0.4%
		Total	1,505	1,512	0.5%	2,523	2,501	-0.9%	4,028	4,013	-0.4%
	Professional		366	382	4.4%	222	246	10.8%	588	628	6.8%
		Total	366	382	4.4%	222	246	10.8%	588	628	6.8%
TOTAL		16,256	16,266	0.1%	7,549	7,334	-2.8%	23,805	23,600	-0.9%	
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate		764	760	-0.5%	122	138	13.1%	886	898	1.4%
		Total	764	760	-0.5%	122	138	13.1%	886	898	1.4%
	Graduate		353	376	6.5%	313	380	21.4%	666	756	13.5%
		Total	353	376	6.5%	313	380	21.4%	666	756	13.5%
	Professional		2,253	2,295	1.9%	601	606	0.8%	2,854	2,901	1.6%
		Total	2,253	2,295	1.9%	601	606	0.8%	2,854	2,901	1.6%
	TOTAL		3,370	3,431	1.8%	1,036	1,124	8.5%	4,406	4,555	3.4%
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate		8,391	8,345	-0.5%	1,296	1,358	4.8%	9,687	9,703	0.2%
		First-Time Freshman	2,089	1,955	-6.4%	255	201	-21.2%	2,344	2,156	-8.0%
		Total	10,480	10,300	-1.7%	1,551	1,559	0.5%	12,031	11,859	-1.4%
	Graduate		2,301	2,382	3.5%	733	774	5.6%	3,034	3,156	4.0%
		Total	2,301	2,382	3.5%	733	774	5.6%	3,034	3,156	4.0%
	TOTAL		12,781	12,682	-0.8%	2,284	2,333	2.1%	15,065	15,015	-0.3%
	UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate		2,876	2,779	-3.4%	530	535	0.9%	3,406	3,314
First-Time Freshman			725	784	8.1%	138	126	-8.7%	863	910	5.4%
Total			3,601	3,563	-1.1%	668	661	-1.0%	4,269	4,224	-1.1%
Graduate			1,359	1,410	3.8%	413	383	-7.3%	1,772	1,793	1.2%
		Total	1,359	1,410	3.8%	413	383	-7.3%	1,772	1,793	1.2%
TOTAL		4,960	4,973	0.3%	1,081	1,044	-3.4%	6,041	6,017	-0.4%	
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE (..		Undergraduate		109	87	-20.2%	39	45	15.4%	148	132
	First-Time Freshman		69	76	10.1%	33	24	-27.3%	102	100	-2.0%
	Total		178	163	-8.4%	72	69	-4.2%	250	232	-7.2%
	TOTAL		178	163	-8.4%	72	69	-4.2%	250	232	-7.2%
Grand Total			37,545	37,515	-0.1%	12,022	11,904	-1.0%	49,567	49,419	-0.3%

Strategic Accountability Measure – Retention Report for Fall 2023

Goal: campus freshman to sophomore retention rates in fall 2023 will exceed fall 2022

Campus	Fall 2021 Cohort	Fall 2022 Cohort
UNL	81.5%	83.6%
UNO	73.7%	76.0%
UNK	74.4%	76.6%

Summer Course Sections & SCH				
Campus	Summer 2022		Summer 2023	
	# of Sections	SCH Earned	# of Sections	SCH Earned
University of Nebraska-Lincoln	1,065	33,480.00	1,004	31,201.00
University of Nebraska Medical Center	444	21,058.00	438	21,624.00
University of Nebraska at Omaha	814	32,833.00	809	33,180.00
University of Nebraska at Kearney	364	13,149.50	380	13,654.50
Totals	2687	100,520.50	2631	99,659.50



BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Intermediate Design Review for the Campus Operations and Research Excellence (CORE) Building at University of Nebraska Medical Center

☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**

☒ *This is a report required by Regents' policy.*

PRESENTERS: Jeff Gold, UNMC Chancellor
Anne Barnes, UNMC Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The UNMC Campus Operations and Research Excellence (CORE) Project Intermediate Design Report approved by the Business and Finance Committee.

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$86,999,000	\$86,999,000
Construction Budget:	\$74,326,138	\$74,326,138
Non-Construction Budget:	\$12,672,862	\$12,672,862
NSF:	145,620	145,620
GSF:	156,001	156,001
Substantial Completion:	Spring 2026	Spring 2026

BACKGROUND INFORMATION

On October 5, 2023, the Board of Regents approved the Program Statement and utilization of the Internal Lending Program to fund the UNMC Campus Operations and Research Excellence (CORE) Project at the University of Nebraska Medical Center.

UNMC CORE Building

Intermediate Design Review

Board of Regents, Business & Finance
Committee

October 26, 2023



University of Nebraska
Medical Center™

UNMC CORE Building

Intermediate Design Review

Board of Regents Business and Finance Committee

October 26, 2023



Project Objectives

The CORE Building project is the cornerstone for the new Saddle Creek Campus expansion. The new facility will serve to further integrate leaders, scientists, and inventors across campus as we continue pursuit of our shared vision. The existing research environments across campus are near capacity and at risk of limiting our ability to grow funded research and idea generation. Fundamentally this facility will support dry computer-based research along with wet lab-based research focused on our drug discovery mission.

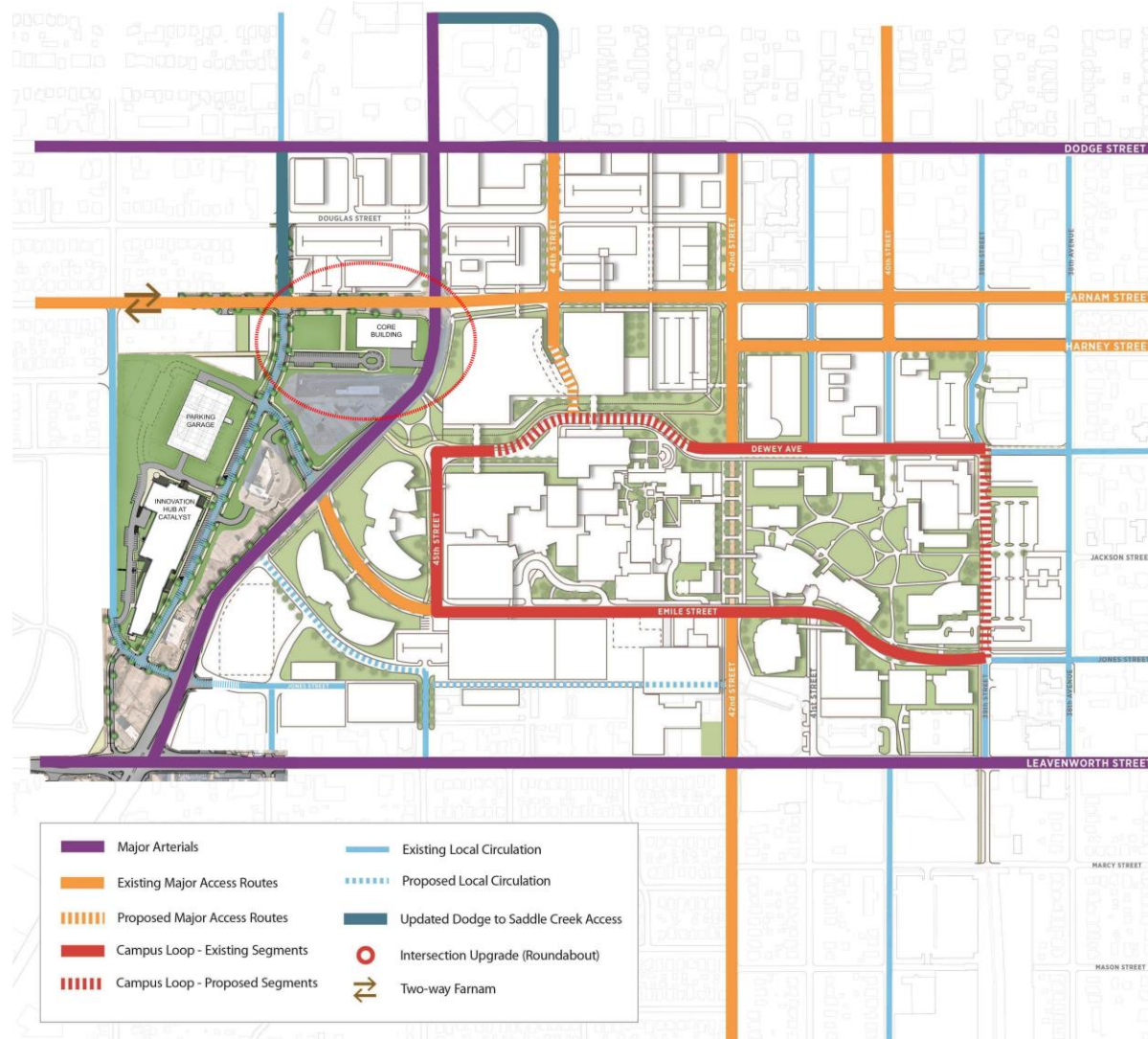
The shelled research floors will allow for an operational lease to a wet lab incubation group, support startups, and create critical lab environments close to the University for increased public/private partnership while generating modest return over time through rental income.

The project is a direct reflection for the UNMC's mission to deliver state-of-the-art healthcare, education, and research to our community and nation.

- *Consolidation and Collaboration*
- *Change Focused on Improvement*
- *Flexibility for Change*
- *Recruitment and Retention*
- *Human Centered Safety*
- *Cost Effective and Flexibility*
- *Integrated Innovation in Technology*
- *Sustainability*



Project Location – Master Plan



Project Location – Master Plan

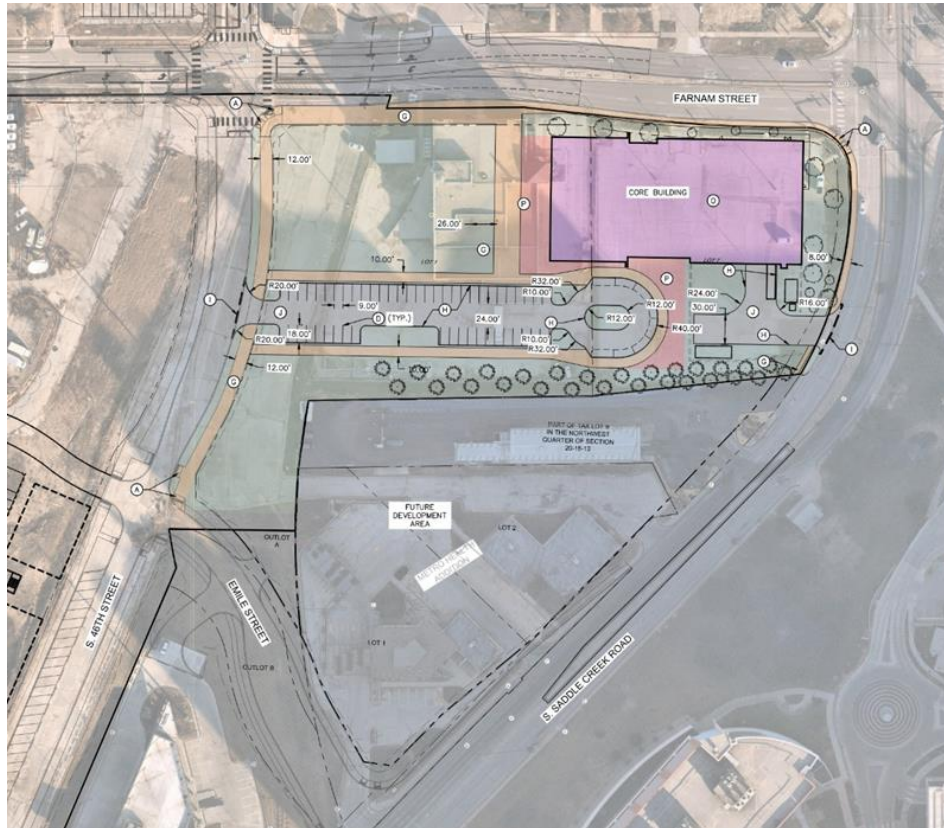


SADDLE CREEK CAMPUS DEVELOPMENT PROJECTS

- CORE BUILDING
- CATALYST –
INNOVATION HUB AT
CATALYST
- CITY OF OMAHA
PARKING GARAGE



Project Site



SITE KEY NOTES	
(A)	CONSTRUCT CURB RAMP PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE DETAIL SHEET AND CITY OF OMAHA STANDARD PLATE 504-01.
(B)	INSTALL ADA PARKING STALL AND ASSOCIATED STRIPING AND SIGNAGE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(C)	PROPOSED ADA ACCESSIBLE ROUTE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(D)	INSTALL 4-INCH WHITE PAVEMENT STRIPING. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(E)	INSTALL 4-INCH WHITE PAVEMENT STRIPING AT 45°; 2- FEET O.C. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(F)	INSTALL 24-INCH WHITE CROSSWALK PAVEMENT STRIPING. REFERENCE DETAIL SHEET. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(G)	CONSTRUCT 5-INCH THICK P.C.C. SIDEWALK. REFERENCE DETAIL SHEET AND CITY OF OMAHA STANDARD PLATE 503-01.
(H)	CONSTRUCT TYPE 'A' INTEGRAL CURB AND GUTTER PER CITY OF OMAHA STANDARD PLATE 502-01.
(I)	SAWCUT EXISTING PAVEMENT, FULL DEPTH AND CONSTRUCT THICKENED EDGE, PER CITY OF OMAHA STANDARD PLATE 501-02.
(J)	CONSTRUCT 7-INCH THICK STANDARD DUTY P.C. CONCRETE PAVEMENT.
(K)	INSTALL STOP SIGN PER MUTCD STANDARDS AND PER CITY OF OMAHA STANDARD PLATES 906-03 AND 906-04. REFERENCE DETAIL SHEET.
(L)	CONSTRUCT BOLLARD.
(M)	TRASH ENCLOSURE. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.
(N)	TRASH COMPACTOR. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.
(O)	PROPOSED BUILDING.
(P)	CONSTRUCT 5-INCH THICK CONCRETE PAVEMENT. PLAZA AREA PAVEMENT.



Building Exterior Renderings



Building Exterior Renderings



Building Exterior Renderings



Building Exterior Renderings



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



Building Axonometric

BUILDING SUMMARY			
FLOOR	GENERAL PROGRAM	F-F Height	TOTAL GSF
6	Wet Lab	15'	30,800
5	Shell	15'	30,800
4	Shell	14'	30,800
3	Comp Lab	14'	30,800
2	Office	14'	27,323
1	Amenity	18'	30,347
TOTAL			180,870

PROGRAMMATIC AREAS (SF)							
FLOOR	ADMIN		SHARED	CORE			
	OFFICE	UNFINISHED	AMENITY	BLGD CORE	UNFINISHED	BUILT OUT	RETAIL
6	0	0	0	6,111	0	24,121	0
5	0	0	0	6,111	24,121	0	0
4	0	0	0	6,111	24,121	0	0
3	0	0	0	6,111	0	24,121	0
2	13,136	5,234	1,497	6,901	0	0	0
1	0	5,766	2,384	14,347	3,878	0	3,000
TOTAL	13,136	11,000	3,881	45,692	52,120	48,242	3,000

Level 6

-wet lab

Level 5

-shell
-future lab

Level 4

-shell
-future lab

Level 3

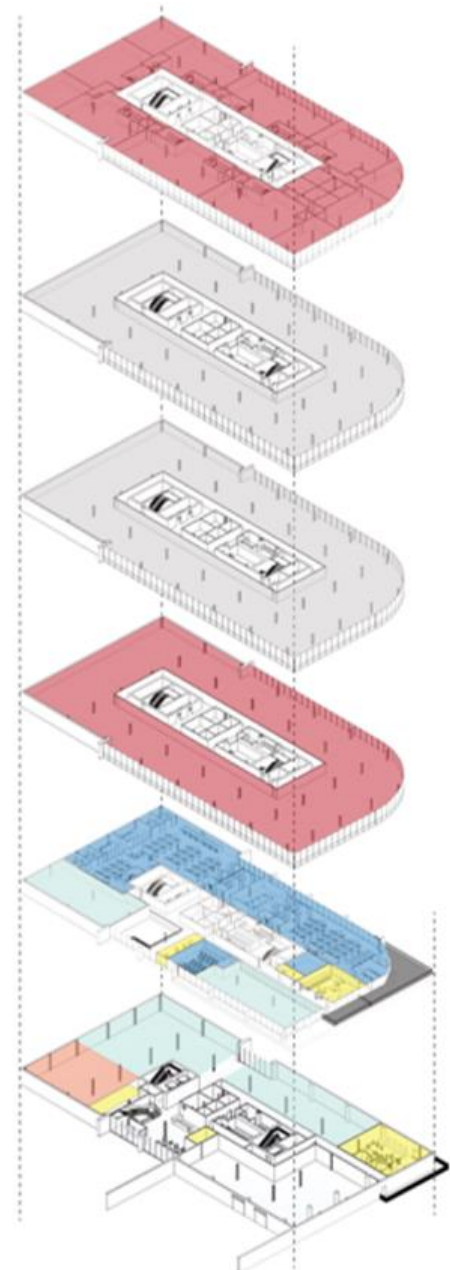
- lab

Level 2

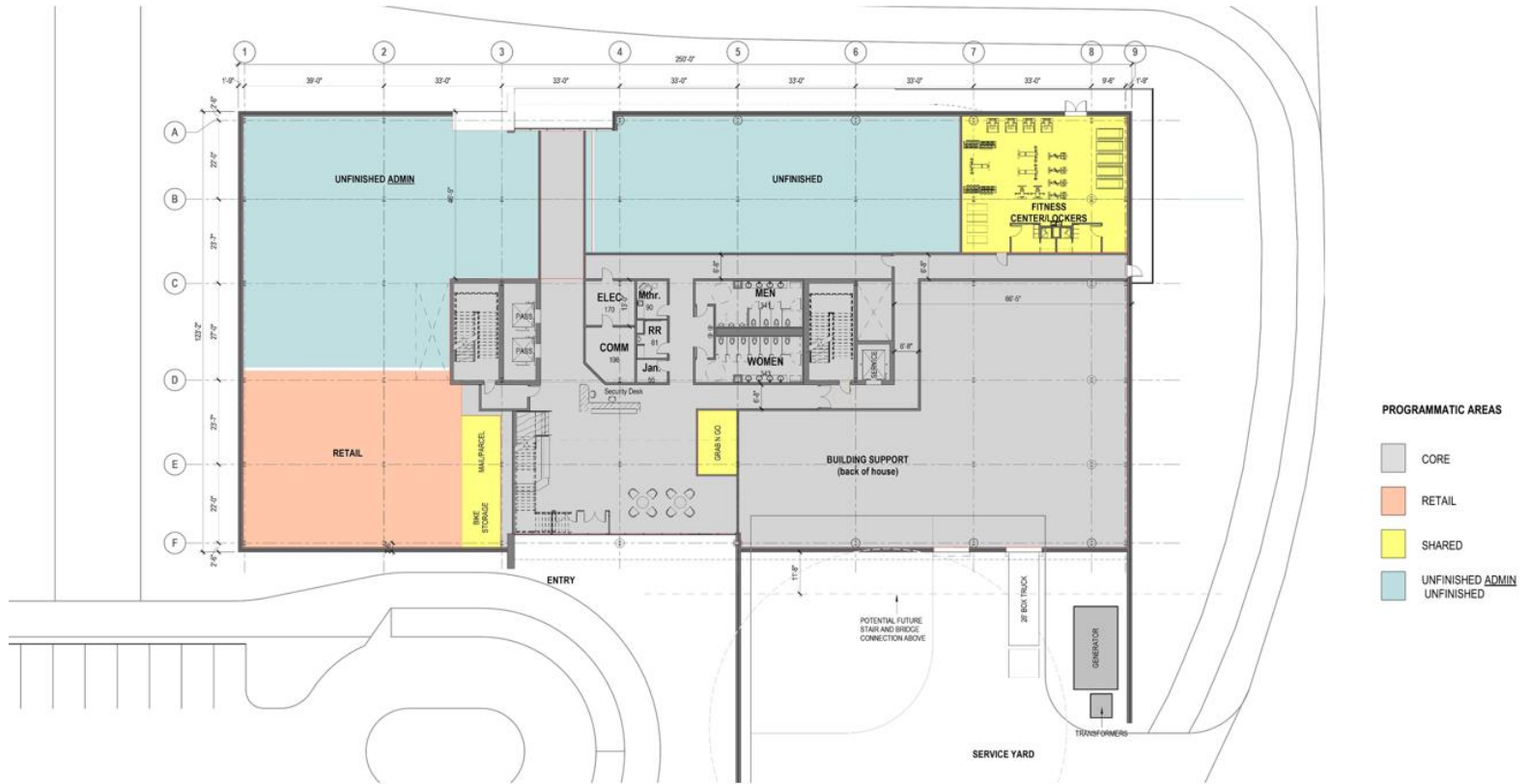
-Admin Off.
-amenity
-patios
-shell

Level 1

-amenity
-retail
-shell
-support



Floor Plan – Level 1

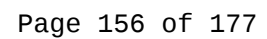


Floor Plan – Level 2



Floor Plan – Level 3 (Shell Floor 4 & 5)





Space Program Comparison

CORE Building				
Description		Program Statement	Intermediate Design	
Use Code	Space	NSF	NSF	Difference
70	Unfinished Area	51,887	51,887	0
200	Laboratory Facilities	47,333	47,333	0
600	General Use Facilities	5,889	5,889	0
	Non-Assignable	40,511	40,511	0
	Net Square Feet	145,620	145,620	0
	Gross Square Feet	156,001	156,001	0



Project Scope Summary

Space Summary

- Net Square Feet
- Gross Square Feet (GSF)

Program Statement

145,620
156,001

Intermediate Design

145,620
156,001

Cost Summary

- Construction Cost per GSF
- Total Project Cost per GSF

\$ 476
\$ 558

\$476
\$558

Total Project Cost

- Construction Cost
- Non-Construction Cost
- Total

\$ 74,326,138 \$74,326,138
\$ 12,672,862 \$12,672,862
\$ 86,999,000 \$86,999,000

Fiscal Impact

- Additional Programmatic Costs Per Year: None
- Additional Operational & Maintenance Costs Per Year: \$786,522 (Funded through F&A Income)
- Source of Funds: Internal Lending Program



Project Budget

CORE Building		
Project Cost	Program Statement	Intermediate Design
Construction Costs	\$ 74,326,138	\$ 74,326,138
Non-Construction Costs	\$ 12,672,862	\$ 12,672,862
Total Project Costs	\$ 86,999,000	\$ 86,999,000



Project Budget Details

CORE Building		
Construction Costs	Program Statement	Intermediate Design
General Construction	\$68,601,934	\$68,601,934
Site Work/Utilities - In GC		
Fixed Equipment	\$1,000,000	\$1,000,000
In-House Construction	\$1,225,300	\$1,225,300
Construction Contingency	\$3,498,904	\$3,498,904
Subtotal	\$74,326,138	\$74,326,138
Non-Construction Cost		
Project Planning	\$ 1,225,000	\$ 1,225,000
Professional Consultant Fees	\$ 5,856,077	\$ 5,856,077
Professional In-house	\$ 816,100	\$ 816,100
Equipment - Capital	\$ 2,779,350	\$ 2,779,350
Equipment - Non Capital	\$ -	\$ -
Land Acquisition	\$ -	\$ -
Artwork	\$ 734,770	\$ 734,770
Other	\$ 620,000	\$ 620,000
Non-Construction Contingency	\$ 641,565	\$ 641,565
Subtotal	\$ 12,672,862	\$ 12,672,862
TOTAL PROJECT COST	\$86,999,000	\$86,999,000



Project Schedule

CORE Building		
Milestone	Program Statement	Intermediate Design
Start of Construction	Fall 2023	Fall 2023
Completion of Construction	Winter 2026	Winter 2026
Occupancy	Spring 2026	Spring 2026



UNMC Nebraska Medicine





BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Report on the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2023 at UNL

☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**

☒ *This is a report required by Regents' policy.*

PRESENTERS: Rodney D. Bennett, Chancellor
Michael Zeleny, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

University of Nebraska-Lincoln
Report on the Othmer-Topp Endowment Fund
Fiscal years 2022 and 2023

Description	12-Months	12-Months
First Priority Expenditures		
Othmer Professorship of Chemical Engineering	\$ 0	\$ 0
Mortgage Payment (Othmer Hall & Law Library)	2,434,500	2,434,500
Subtotal	2,434,500	2,434,500
Second Priority Expenditures		
(a) Campus-wide graduate fellowships	\$1,060,584	\$684,116
(b) Distinguished Professorships	525,403	563,473
NEH Regional Humanities Center Match	63,412	81,457
Academic Improvement Fund		
Sheldon Museum Director's Travel/Rent Funds	46,420	650
CY Thompson	0	326,742
Kiewit Hall – College of Engineering	3,433,688	0
Costs of Operating Endowment Subtotal	5,129,507	1,656,438
Management fees to University of Nebraska	\$3,638,896	\$3,360,601
Subtotal	3,638,896	3,360,601
Total	\$11,202,903	\$7,451,539

- (a) In FY 2022-23, fellowships were newly awarded to 52 students from 26 different departments. There were 83 returning students for a total of 135 fellowships. Either a \$4,000 or an \$8,000 stipend is paid to supplement a departmental graduate teaching or research assistantship. The program remains at full implementation budgeted at \$750,000 annually.
- (b) In FY 2022-23, there were 24 Othmer chairs and professorships. -



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Approve the Report of Bids and Contracts

☒ **Review**

☐ **Review + Action**

☐ **Action**

☐ **Discussion**

☒ *This is a report required by Regents' policy.*

PRESENTERS: Chris J. Kabourek, Senior VP | CFO

PURPOSE & KEY POINTS

The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended September 30, 2023.

The report outlines the following: type of action; campus; description and use of the product, service, or project; funding source; approved budget amount; contract amount; contractor or vendor; and a bid review or bid explanation if the low responsible bid was not accepted.

Contracts over \$1,000,000 August 1, 2023– September 30, 2023
 NU Facilities, Planning and Capital Programs (UNK, UNL, UNMC, UNO)
 Business and Finance Report – Bids and Contracts

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Consultant	UNL	Lied Center for Performing Arts (C131) Renovation and Addition	Foundation	\$2,381,600	\$2,086,442	HDR Architecture, Inc	A/E Public RFQ
Construction	UNO	UNO LB384 Utility Distribution Systems	LB384	\$2,400,000	\$2,390,107	Grunwald Mechanical Contractors & Engineers	Low Bid Construction
Construction	UNMC	Ice Rink Replacement Contract	UNMC F&A	\$1,795,439	\$1,352,048	Meyers Carlisle Leapley Construction	CMR Selection Process

*Approved budget amount represents the entirety of the applicable budget lines.

** GMP = Guaranteed Maximum Price; entry is a GMP amendment to a prior contract.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 1, 2023

AGENDA ITEM: Quarterly Report n Status of Capital Construction Projects

☒ **Review**

☐ **Review + Action**

☐ **Action**

☐ **Discussion**

☒ *This is a report required by Regents ' policy.*

PRESENTERS: Chris J. Kabourek, Senior VP | CFO

PURPOSE & KEY POINTS

This is a summary report of projects included in the Quarterly Capital Construction Report required by state statute. Inclusion in the report commences with Board of Regents approval and ends on year following substantial completion.

The report fulfills the requirements of R.P.6.3.6.2.e and R.P.6.3.6.4 and contains the campus and project name, designer and contractor, contracting method, contract status, stage of construction, and approved budget categories for the period ending September 30, 2023.

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2023

KEARNEY

Calvin T. Ryan Library LB384 Renovation										
BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	10/8/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$19,850,000
Construction Start:	6/1/2022		DLR Group Inc.	2/2/2022	\$2,207,300			A/E Selection	Non Construction:	\$5,150,000
Construction End Date:	7/31/2024	6/9/2024	MCL Construction	3/1/2022	\$19,192,145			CM at Risk Selection	Total Project Cost:	\$25,000,000
Phase:	Construction								% funds expended:	40%
Funding Source										
									State Funds LB384	\$25,000,000
									Total Funding	\$25,000,000

New Fraternity and Sorority Life (FSL) Housing										
BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	2/12/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$28,302,000
Construction Start:	5/1/2021		BWBR Architects Inc.	7/21/2021	\$1,949,250	1	\$436,800	A/E Selection	Non Construction:	\$4,344,000
Construction End Date:	5/31/2023	7/16/2023	Sampson Construction Co., Inc.	7/6/2021	\$27,931,143	2	(\$40,106)	CM at Risk Selection	Total Project Cost:	\$32,646,000
Phase:	Construction								% funds expended:	80%
Funding Source										
									Campus Funds	\$32,646,000
									Total Funding	\$32,646,000

UNK-UNMC Health Education Building Health Science Education Complex (HSEC) Phase II											
BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$69,643,000	
Construction Start:	9/30/2023		RDG Planning & Design	6/16/2023	\$5,338,300			A/E Selection	Non Construction:	\$25,357,000	
Construction End Date:	7/31/2025	9/1/2023	MCL Construction	1/31/2023	\$7,500			CM at Risk Selection	Total Project Cost:	\$95,000,000	
Phase:	Design Development									% funds expended:	4%
Funding Source											
									Federal	\$60,000,000	
									Private/Trust	\$35,000,000	
									Total Funding	\$95,000,000	

Warner Hall LB384/LB309 Renovation										
BoR Schedule Dates		Contracts								
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$6,005,387
Construction Start:	9/30/2022		Wilkins Architecture Design	11/30/2021	\$388,750			A/E Four Year Consultant	Non Construction:	\$494,613
Construction End Date:	11/30/2024	10/10/2023	Central Contracting Corporation	9/16/2022	\$5,888,000	2	\$162,528	Low Responsible Bid	Total Project Cost:	\$6,500,000
Phase:	Construction								% funds expended:	65%
Funding Source										
									State Funds LB384	\$5,525,000
									State Funds LB309	\$475,000
									Campus Funds	\$500,000
									Total Funding	\$6,500,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2023

LINCOLN

Andrews Hall Air Handling Unit Replacement									
BoR Schedule Dates		Contracts						Approved Budget	
	12/2/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	
Construction Start:	5/22/2023		Farris Engineering Inc.	11/22/2021	\$360,500	1	\$43,000	A/E Four Year Consultant	Construction: \$4,851,945
Construction End Date:	5/17/2024	1/5/2024	BIC Construction LLC	6/16/2023	\$3,461,000			Low Responsible Bid	Non Construction: \$648,055
Phase:	Construction								Total Project Cost: \$5,500,000
									% funds expended: 27%
									Funding Source
									State Funds LB384 \$5,500,000
									Total Funding \$5,500,000

Architecture Complex LB384 Renovation											
BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	4/8/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$17,018,000	
Construction Start:	11/30/2022		HDR Architecture, Inc	8/25/2022	\$1,130,000	1	\$83,500	A/E Selection	Non Construction:	\$2,307,000	
Construction End Date:	8/31/2023	3/8/2024	The Whiting-Turner Contracting Co	10/31/2022	\$11,469,301			CM at Risk Selection	Total Project Cost:	\$19,325,000	
Phase:	Construction								% funds expended:	37%	
Funding Source											
Private/Trust									\$1,609,119		
State Funds LB384									\$17,715,881		
Total Funding									\$19,325,000		

Barkley Memorial Center Expansion and Renovation										
BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	12/6/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$8,243,800
Construction Start:	5/31/2020		Alley Poyner Macchietto	3/10/2020	\$615,450	3	\$47,200	A/E Four Year Consultant	Non Construction:	\$1,756,200
Construction End Date:	6/30/2022	8/3/2022	BECKENHAUER CONSTRUCTION	7/9/2020	\$7,047,686	13	\$346,251	CM at Risk Selection	Total Project Cost:	\$10,000,000
Phase:	Waranty								% funds expended:	98%
Funding Source										
Private/Trust										\$10,000,000
Total Funding										\$10,000,000

Carolyn Pope Edwards Hall, formerly Mabel Lee Hall Replacement Building (LB957)										
BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	6/1/2017	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$36,444,200
Construction Start:	1/31/2020		Sinclair, Hille & Associates, Inc.	10/12/2017	\$2,450,000	3	\$361,776	A/E Selection	Non Construction:	\$9,555,800
Construction End Date:	11/30/2021	8/8/2022	Hausmann Construction, Inc.	2/4/2020	\$28,541,600	16	\$1,377,211	Low Responsible Bid	Total Project Cost:	\$46,000,000
Phase:	Construction	10/25/2023	Dickey-Hinds-Muir Incorporated	2/3/2023	\$1,124,200	2	\$79,625	Low Responsible Bid	% funds expended:	93%
Funding Source										
Private/Trust										\$6,000,000
State Appropriations										\$40,000,000
Total Funding										\$46,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2023

LINCOLN

College of Law Schmid Law Library Renovation											
BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/4/2020	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,262,000	
Construction Start:	5/31/2021		Alvine & Assoc	2/23/2021	\$404,000	1	\$5,000	A/E Four Year Consultant	Non Construction:	\$1,738,000	
Construction End Date:	5/31/2022	7/8/2022	Sampson Construction Co., Inc.	4/22/2021	\$3,575,201	5	\$118,160	CM at Risk Selection	Total Project Cost:	\$6,000,000	
Phase: Warranty									% funds expended:	93%	
Funding Source											
Private/Trust									\$6,000,000		
Total Funding									\$6,000,000		

Feedlot Innovation Center at ENREEC											
BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	6/23/2022	Sub. Comp.	Provider		Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$7,128,400
Construction Start:	9/30/2022	10/15/2023	Settje Agri-Services & Engineering		7/20/2021	\$4,967,019			Design-Build	Non Construction:	\$371,600
Construction End Date:	9/30/2023									Total Project Cost:	\$7,500,000
Phase:	Construction									% funds expended:	61%
										Funding Source	
										Private/Trust	\$7,500,000
										Total Funding	\$7,500,000

Kiewit Hall, Phase 2 College of Engineering Building									Approved Budget		
BoR Schedule Dates		Contracts									
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$100,602,111	
Construction Start:	3/31/2021		Clark & Enersen, Inc.	5/13/2020	\$5,700,000	4	\$459,613	A/E Selection	Non Construction:	\$14,397,889	
Construction End Date:	11/30/2023	12/22/2023	Kiewit Bldg Group Inc	10/19/2020	\$94,319,131	3	\$190,728	CM at Risk Selection	Total Project Cost:	\$115,000,000	
Phase:	Construction								% funds expended:	72%	
									Funding Source		
									Private/Trust	\$115,000,000	
									Total Funding	\$115,000,000	

Kimball Recital Hall LB384 Renovation								
BoR Schedule Dates		Contracts				Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method
Construction Start:	8/31/2022		Quinn Evans Architects Inc.	4/27/2022	\$1,048,500	4	\$141,845	A/E Selection
Construction End Date:	8/31/2024	1/24/2025	Sampson Construction Co., Inc.	9/11/2023	\$12,980,882			Low Responsible Bid
Phase: Construction								

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Lied Center for Performing Arts Renovation and Addition										
BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$19,488,000
Construction Start:	6/30/2022		HDR Architecture, Inc	12/12/2022	\$238,710			A/E Selection	Non Construction:	\$6,012,000
Construction End Date:	8/31/2024		HDR Architecture, Inc	8/31/2023	\$2,086,442			A/E Selection	Total Project Cost:	\$25,500,000
Phase:	Design Development	7/14/2024	The Whiting-Turner Contracting Co	12/13/2022	\$1,372,985			CM at Risk Selection	% funds expended:	9%
Funding Source										
Other									\$25,500,000	
Total Funding									\$25,500,000	

Morrill Hall LB384 Renovation										
BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$7,948,500
Construction Start:	3/31/2022		Kenneth Hahn Architects	3/21/2022	\$700,000			A/E Four Year Consultant	Non Construction:	\$1,316,500
Construction End Date:	12/31/2023	3/30/2024	Rogge General Contractors, Inc.	4/24/2023	\$5,946,500			Low Responsible Bid	Total Project Cost:	\$9,265,000
Phase:	Construction								% funds expended:	17%
Funding Source										
State Funds LB384									\$9,265,000	
Total Funding									\$9,265,000	

Neihardt Center LB384 Renovation										
BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$17,224,000
Construction Start:	12/31/2022		DLR Group Inc.	1/10/2023	\$1,962,000			A/E Selection	Non Construction:	\$4,276,000
Construction End Date:	5/31/2024	6/1/2024	Sampson Construction Co., Inc.	3/6/2023	\$2,082,479			CM at Risk Selection	Total Project Cost:	\$21,500,000
Phase:	Construction								% funds expended:	16%
Funding Source										
State Funds LB384									\$21,500,000	
Total Funding									\$21,500,000	

North Stadium Expansion										
BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$134,338,613
Construction Start:	4/30/2021		Bahr Vermeer & Haecker	6/23/2020	\$9,282,700	6	\$890,497	A/E Selection	Non Construction:	\$30,661,387
Construction End Date:	4/30/2023	7/17/2023	Hausmann Construction, Inc.	6/26/2020	\$122,997,375	3	\$568,248	CM at Risk Selection	Total Project Cost:	\$165,000,000
Phase:	Construction								% funds expended:	79%
Funding Source										
Revenue Bonds										\$50,000,000
Private/Trust										\$115,000,000
Total Funding										\$165,000,000

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LINCOLN

Outdoor Track Replacement									Approved Budget	
BoR Schedule Dates		Contracts		Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
Project Approved:		Sub. Comp.	Provider						Non Construction:	
Construction Start:	3/31/2020		Clark & Enersen, Inc.	11/5/2019	\$675,000	1	\$129,000	A/E Four Year Consultant	Total Project Cost:	
Construction End Date:	3/31/2021	1/1/2021	Nemaha Landscape Const.	10/27/2020	\$263,000	2	\$60,725	Low Responsible Bid	% funds expended:	
Phase: Construction		1/17/2022	Nemaha Landscape Const.	2/3/2021	\$1,816,750	4	(\$641,000)	Low Responsible Bid	Funding Source	
		5/4/2022	Nemaha Landscape Const.	5/4/2021	\$7,299,210	9	\$443,346	Low Responsible Bid	Private/Trust	
		1/13/2024	Nemaha Landscape Const.	5/2/2023	\$1,562,800			Low Responsible Bid	Total Funding	
									\$13,865,000	
									\$2,635,000	
									\$16,500,000	
									74%	
									\$16,500,000	
									\$16,500,000	

Pershing Military & Naval Science Building LB384 Renovation									Approved Budget	
BoR Schedule Dates		Contracts		Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
Project Approved:		Sub. Comp.	Provider						Non Construction:	
Construction Start:	3/31/2022		HDR Architecture, Inc	9/22/2022	\$134,000	1	\$599,950	A/E Four Year Consultant	Total Project Cost:	
Construction End Date:	12/31/2023								% funds expended:	
Phase: Construction Documents									Funding Source	
									State Funds LB384	
									Total Funding	
									\$8,169,000	
									\$1,831,000	
									\$10,000,000	
									6%	
									\$10,000,000	
									\$10,000,000	

Scott Engineering Center Renovation & Link Replacement (LB957 & LB384)									Approved Budget	
BoR Schedule Dates		Contracts		Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
Project Approved:		Sub. Comp.	Provider						Non Construction:	
Construction Start:	6/30/2019		RDG Schutte Wilsam Birge Inc.	12/11/2018	\$5,651,000	4	\$186,000	A/E Selection	Total Project Cost:	
Construction End Date:	9/30/2022	5/31/2024	Hausmann Construction, Inc.	12/12/2018	\$64,370,750	3	\$262,637	CM at Risk Selection	% funds expended:	
Phase: Construction									Funding Source	
									Private/Trust	
									State Appropriations	
									\$5,456,000	
									\$72,000,000	
									\$2,500,000	
									\$79,956,000	
									86%	
									\$79,956,000	

Westbrook Music Building LB384 Replacement Project									Approved Budget	
BoR Schedule Dates		Contracts		Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
Project Approved:		Sub. Comp.	Provider						Non Construction:	
Construction Start:	5/31/2023		Sinclair, Hille & Associates, Inc.	4/20/2022	\$4,999,900	1	\$73,400	A/E Selection	Total Project Cost:	
Construction End Date:	5/31/2025	7/24/2025	Hausmann Construction, Inc.	9/9/2022	\$20,853,090			CM at Risk Selection	% funds expended:	
Phase: Construction									Funding Source	
									State Funds LB384	
									Total Funding	
									\$60,454,000	
									\$14,546,000	
									\$75,000,000	
									10%	
									\$75,000,000	
									\$75,000,000	

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MEDICAL CENTER

Campus Heating Hot Water Expansion (LB384)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	3/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$13,938,500
Construction Start:	4/30/2021		Farris Engineering	4/25/2022	\$696,800			4 Year Agreement	Non Construction:	\$1,061,500
Construction End Date:	10/31/2024		SYS-Kool LLC	6/27/2022	\$1,047,710				Total Project Cost:	\$15,000,000
Phase:	Construction		Kiewit Building Group	1/11/2023	\$7,694,888			CMR Selection Process	% funds expended:	35.57%
Funding Source										
LB 384										\$14,940,600
Total Funding										\$15,000,000

COD Building Modernization (LB384)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$10,433,004
Construction Start:	8/1/2023		Pact Studio, Inc.	7/8/2022	\$136,478			A/E Consultant Selection	Non Construction:	\$3,566,996
Construction End Date:	5/1/2025		Hausmann Construction	1/4/2023	TBD			CMR Selection Process	Total Project Cost:	\$14,000,000
Phase:	Design								% funds expended:	7.37%
Funding Source										
LB 384										\$14,000,000
Total Funding										\$14,000,000

Munroe Meyer Institute-J.P. Lord Demolition & Site Prep

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	2/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$5,775,114
Construction Start:	3/14/2022		Kiewit Building Group Inc.	2/17/2022	\$4,707,542	1	\$950,696	Low Responsible Bid	Non Construction:	\$1,241,750
Construction End Date:	6/30/2023								Total Project Cost:	\$7,016,864
Phase:	Construction								% funds expended:	92%
Funding Source										
Total Funding										\$7,016,864

MSB AHU Replacement (LB384)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	10/21/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$9,048,500
Construction Start:	4/30/2021		McCarthy Building Companies	4/17/2023	\$8,143,789			CMR Selection Process	Non Construction:	\$911,900
Construction End Date:	5/31/2024								Total Project Cost:	\$9,960,400
Phase:	Construction								% funds expended:	48.33%
Funding Source										
LB 384										\$9,960,400
Total Funding										\$10,000,000

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MEDICAL CENTER

Saddle Creek Campus Administrative Facility (LB384)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$13,628,923
Construction Start:	TBD		Tetrad & Goldenrod	TBD	\$0			Developer Led	Non Construction:	\$4,371,078
Construction End Date:	TBD								Total Project Cost:	\$18,000,000
Phase:	Design								% funds expended:	4.1%
									Funding Source	
									LB 384	\$18,000,000
									Total Funding	\$18,000,000

Saddle Creek Campus Public Improvements (ILP)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	2/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$10,530,900
Construction Start:	4/1/2023		Olsson, FHU, Benesch	2/15/2022	\$2,445,947			A/E Consultant Selection	Non Construction:	\$7,469,100
Construction End Date:	11/30/2024		Valley Corporation	2/3/2023	\$7,443,526			Low Responsible Bid	Total Project Cost:	\$18,000,000
Phase:	Design								% funds expended:	32%
									Funding Source	
									ILP	\$18,000,000
									Total Funding	\$18,000,000

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OMAHA

Durham Science Center LB384 Renovation										
BoR Schedule Dates									Approved Budget	
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$29,538,100
Construction Start:	3/15/2022		Clark & Enersen, Inc.	7/19/2021	\$2,075,000	2	\$12,455	A/E Consultant Selection	Non Construction:	\$5,461,900
Construction End Date:	4/30/2024	5/13/2024	McCarthy Building Companies	8/17/2021	\$27,800,000	5	\$524,433	CM at Risk Selection	Total Project Cost:	\$35,000,000
Phase:	Construction								% funds expended:	79%
Funding Source										
State Funds LB384										\$15,000,000
Private/Trust										\$20,000,000
Total Funding										\$35,000,000

Health and Kinesiology Building LB384 Renovation for REACH											
BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$8,000,000	
Construction Start:	12/31/2022		RDG Planning & Design	9/6/2022	\$691,991			A/E Consultant Selection	Non Construction:	\$2,000,000	
Construction End Date:	8/31/2024	9/27/2024	Boyd Jones Construction	12/12/2022	\$7,418,599			CM at Risk Selection	Total Project Cost:	\$10,000,000	
Phase:	Construction									% funds expended:	15%
										Funding Source	
State Funds LB384									\$10,000,000		
Total Funding									\$10,000,000		

Roskens Hall LB384 Renovation for the STEM TRAIL										
BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,311,400
Construction Start:	11/30/2022		Holland Basham Architects	9/2/2022	\$280,000			A/E Consultant Selection	Non Construction:	\$688,600
Construction End Date:	1/31/2024	5/31/2024	McCarthy Building Companies, Inc	12/5/2022	\$4,143,808			CM at Risk Selection	Total Project Cost:	\$5,000,000
Phase:	Construction								% funds expended:	36%
Funding Source										
State Funds LB384									\$5,000,000	
Total Funding									\$5,000,000	

Lincoln, Nebraska
November 7, 2023

The Board of Regents of the University of Nebraska met via videoconference on November 7, 2023, at 4:00 p.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 244).

In compliance with the provisions of Neb. Rev. Stat. § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first-floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World-Herald, The Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on October 31, 2023.

Regents present:
Timothy Clare, Chair
Paul Kenney
Elizabeth O’Connor (joined at 4:01 p.m.)
Rob Schafer, Vice Chair
Jim Scheer
Jack Stark
Barbara Weitz
Kathy Wilmot
Temo Molina, University of Nebraska at Kearney
Paul Pechous, University of Nebraska-Lincoln
Katie Schultis, University of Nebraska Medical Center

Regent absent:
Hakim Lotoro, University of Nebraska at Omaha

University official present:
Philip J. Bakken, Corporation Secretary

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 4:00 p.m. Attendance is indicated above.

Chair Clare announced the location of the Open Meeting Act in the Boardroom.

III. APPROVAL OF MINUTES AND RATIFICATIONS OF ACTIONS

- | | |
|--------|---|
| Motion | Moved by Scheer and seconded by Wilmot to approve the minutes and ratify the actions of the regularly scheduled meeting on October 19, 2023. |
| Action | Student Opinion: Voting Aye: Molina, Pechous, and Schultis. Voting Aye: Kenney, O’Connor, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried. |

IV. PUBLIC COMMENT

An individual requested the Board of Regents waive the provision of Standing Rule 5.1 which requires 24 hours’ notice be given to the Corporation Secretary for an individual to speak to any item that is not on the agenda.

Motion Moved by Schafer and seconded by O’Connor to waive the provision of Standing Rule 5.1 which requires 24 hours’ notice be given to the Corporation Secretary for an individual to speak to any item that is not on the agenda.

Action Student Opinion: Voting Aye: Pechous. Voting Nay: Schultis and Molina. Voting Aye: O’Connor and Schafer. Voting Nay: Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion failed.

V. CLOSED SESSION

Motion Moved by Pechous and seconded by Scheer that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 of the Revised Statutes of Nebraska for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subject:

- Personnel matters involving members of the University staff.

Action Student Opinion: Voting Aye: Schultis, Molina, and Pechous. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and O’Connor. Motion carried.

Chair Clare declared that the closed session would be strictly limited to a discussion of:

- Personnel matters involving members of the University staff.

The Board went into closed session at 4:08 p.m.

The Board reconvened the open meeting at 6:38 p.m.

VI. ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Clare at 6:39 p.m.

Respectfully submitted,

Philip J. Bakken
Corporation Secretary

Timothy F. Clare
Chair of the Board



NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Tuesday, November 7, 2023 at 4:00 p.m. via videoconference in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

An agenda of subjects to be considered at said meeting, kept on a continually current basis is available for inspection in the Office of the Corporation Secretary of the Board of Regents at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska and at <https://nebraska.edu/regents/agendas-minutes>.

Members of the public wishing to address the Board during the Public Comment portion of the meeting **in-person** will continue to follow the provisions of Standing Rule 5.1. Members of the public wishing to address the Board during the Public Comment portion of the meeting **via remote participation** must contact the Corporation Secretary no less than 24 hours prior to the commencement of the meeting. Members of the public may contact the Corporation Secretary at (402) 472-3906 or corpsec@nebraska.edu. Upon receipt of such notice, the Corporation Secretary will provide instructions on remote participation in the public meeting.

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska System.

Dated: October 31, 2023

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska

Nebraska
UNIVERSITY OF
System

Office of the Corporation Secretary
Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906
nebraska.edu