

MINUTES OF THE REGULAR MEETING OF THE BOARD OF  
EDUCATION, SCHOOL DISTRICT #22, CASS COUNTY,  
WEEPING WATER, NEBRASKA  
November 18, 2024

President Adam DeMike called the meeting to order at 6:00 PM in the Weeping Water Public School Conference Room.

Board members attendance at roll call were **Present:** Haley Dehne, Adam DeMike, Betty Harms, Neil Huskey, Doug Meyer, Mark Rathe, **Absent:** Jason Brack.

{{Name: Agenda Item Name}}

1. AGENDA

1.a. Call the meeting to order

1.b. Roll Call

**Present:** Haley Dehne, Adam DeMike, Betty Harms, Neil Huskey, Doug Meyer, Mark Rathe, **Absent:** Jason Brack. Also present were Superintendent Kevin Reiman, Director of School Improvement and Special Education Amy Kroll, PreK-8th grade Principal Mary Mozena, and Asst. Principal/AD Michelle Heath.

1.c. Acknowledgement of Nebraska Open Meetings Act posted

The BOE President acknowledged the posting of the Nebraska Meetings Act.

1.d. Excuse absent board members

Haley Dehne moved to approve the absence of board member Jason Brack. Mark Rathe seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

1.e. Approval of consent agenda

Betty Harms moved to approve the consent agenda, which includes the minutes of the last regular meeting, Notification of meeting publication site, date, and time, financial report and payment of general funds bills, and the next regular meeting date Neil Huskey seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

1.e.a. Approval of previous meetings minutes

1.e.b. Notification of meeting publication site, date, and time

The meeting date, time, and location was published in the Southeast Nebraska Voice

1.e.c. Financial Reports and Payment of Bills

1.e.d. Next regular meeting date is December 16, 2024 at 6:00pm in the Conference Room at the Weeping Water Public Schools.

The Weeping Water School Board will meet in special session on December 4th at

6:00pm in the Conference Room at the Weeping Water Public Schools.

The Weeping Water School Board will meet in special session on December 12th at 12:30pm in the Conference Room at the Weeping Water Public Schools.

## 2. Communications

### 3. Visitors/Open Forum and staff and program presentations

Visitors may address the board during this portion of the meeting. Each speaker is limited to 5 minutes. Multiple speakers for the same subject should appoint a single spokesperson to address the board for a maximum of 5 minutes.

## 4. Action Items

### 4.a. Closed Session

Mark Rathe moved to enter closed session to discuss a personnel issue for the protection of the individual Neil Huskey seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

### 4.b. Discuss, consider, and take all necessary action to accept resignations

No action was taken on this item.

### 4.c. Discuss, consider, and take all necessary action to change the 2024/25 school calendar.

Neil Huskey moved to to change the 2024/25 school calendar as follows: Thursday, December 12th would change to a non-student attendance day Haley Dehne seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

### 4.d. Discuss, consider, and take all necessary action to accept the 2023/24 school audit

Haley Dehne moved to to accept the 2023/24 school audit Betty Harms seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

### 4.e. Discuss, consider, and take all necessary action to award the custodial cleaning contract

Haley Dehne moved to renew the custodial cleaning contract with EnviroMaster Doug Meyer seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

### 4.f. Discuss, consider, and take all necessary action to approve the professional services agreement (B101) with Clark & Enersen, Inc.

Haley Dehne moved to approve professional services agreement (B101) with Clark & Enersen, Inc. Neil Huskey seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil

Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Nay  
Yea: 5, Nay: 1, Absent: 1

4.g. Discuss, consider, and take all necessary action to give approval for a line of credit with Farmers and Merchants Bank

Neil Huskey moved to approve for a line of credit with Farmers and Merchants Bank up to \$100,000 Haley Dehne seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea  
Yea: 6, Nay: 0, Absent: 1

4.h. Discuss, consider, and take all necessary action to approve the District's Safety and Emergency Operations Plan

Neil Huskey moved to to approve the district's Safety and Emergency Operations Plan Haley Dehne seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea  
Yea: 6, Nay: 0, Absent: 1

4.i. Discuss, consider, and take all necessary action to give approval to policies to be reviewed

Haley Dehne moved to give approval to review policies 2007 - Reimbursement and Miscellaneous Expenditures, 2013 - Violation of Board Ethics, and 6013 - Teaching Controversial Issues Betty Harms seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea  
Yea: 6, Nay: 0, Absent: 1 The following policies meet KSB's recommendations:

- 2007 - Reimbursement and Miscellaneous Expenditures
- 2013 - Violation of Board Ethics
- 6013 - Teaching Controversial Issues

4.j. Discuss, consider, and take all necessary action to give approval to policies to be revised

Haley Dehne moved to to give approval to revise Policies 2004 - Oath of Office and 2011 - Membership in Organizations Neil Huskey seconded the motion. Motion Passed

Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea  
Yea: 6, Nay: 0, Absent: 1 The following policies need to be revised to meet KSB recommendations:

- 2004 - Oath of Office
- 2011 - Membership in Organizations

5. Reports

5.a. Administration Reports

**Activities Director / Asst. Principal**

Winter Sports Numbers - 51% of HS students and 50% of JH students are participating in a winter sport. Practice started today for high school.

- B BB - 13
- G BB - 10
- B WR - 17

- G WR - 4
- JH B BB - 9
- JH G WR - 7

Winter/Spring Schedules arrived today

Winter Parent Meeting & Team meetings are tonight at 7:00

Fall Activity Survey Results (Grades 7-12 sports & activities) 36 responses

- Overall, there is a positive team atmosphere, and I am proud to be a member of the team or activity. 91%
- As I reflect on my sports and/or activities seasons, I had fun. 96.9%
- My coaches/sponsors encourage us to support other programs and activities. 87.9%

Mike Donahue was a fantastic presenter about personal value on Nov 12 to all students K-12 then parents in the evening. He will return on Dec. 16 to present to teachers. Thank you to Mrs. Meeske for arranging funding.

We've had several students receive All-Conference Honors for football, volleyball, and choir this fall. 2 Students are 3 time All-State Music participants.

### **PreK-8th Grade Principal**

- Attendance hero-October
  - Elementary - 54% Zach Fiala 3rd
  - MS - 41% Rylee Henderson
  - HS - 12% Micah Timberlake
  - Currently Perfect attendance- El 40; MS 16; HS 3
- Formal Observations are almost complete
- Focus Group met Oct. 29th
  - Current activity is a teacher supply drive for our staff instead of Food Drive which we will be doing February or March

### **Director of School Improvement / Special Education / Continuous Improvement:**

- 11/4 Inservice- The ESU #3 Professional Development Team Presented information on Universal Design for Learning (UDL). Teachers committed to implementing one UDL practice into their instruction to share out on 12/2.

Secondary:

- Teachers met to plan the dates for students to complete the mid-year FastBridge screeners in Reading and Math (first week of December) in order to measure growth and adjust Intervention Teams prior to January.
- Planning is underway for the holiday dinner for students and teachers in grades 9-12 on 12/20. .

Special Education:

- The Special Education Law Conference was held in Omaha on 11/6 and 11/7- information was shared with the Special Education team today.
- Two reports are due in December- Proportionate Share and Alternate Assessment.

Sixpence/Bright Arrows Childcare:

- DHHS completed a drop-in on October 23rd. There were no issues of non-compliance. (DHHS is required to visit at least every six months and the April visit also resulted in no issues of non-compliance).
- The November socialization will be a home-based activity to promote language and literacy to be followed by a holiday party in December.

**Superintendent**

5.b. Board Reports

6. Closed Session

Mark Rathe moved to enter closed session to discuss a embargoed information for the protection of the public interest Neil Huskey seconded the motion. Motion Passed  
Jason Brack: Absent, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea  
Yea: 6, Nay: 0, Absent: 1

7. Adjournment

Respectfully submitted,

---

Board Secretary



**Weeping Water Public School  
Financial Report for Board  
November 2024**

FISCAL BUDGET USE PER MONTH

2024-2025 UPDATED: 11/15/2024

MONTH END	FISCAL 23 % USED 23 Budget =	FISCAL 23 \$ USED	FISCAL 24 % USED 24 Budget =	General/Food Service FISCAL 24 \$ USED	FISCAL 25 % USED 25 Budget =	General/Food Service FISCAL 25 \$ USED
September	7.86%	\$ 493,251.53	8.12%	\$ 511,449.49	8.99%	\$ 571,200.15
October	8.94%	\$ 561,007.27	7.91%	\$ 498,609.88	8.74%	\$ 555,398.19
November	7.98%	\$ 500,532.42	8.16%	\$ 514,462.24	0.00%	\$ -
December	8.84%	\$ 554,328.70	8.96%	\$ 564,744.90	0.00%	\$ -
January	8.14%	\$ 510,561.23	7.87%	\$ 496,131.19	0.00%	\$ -
February	8.78%	\$ 550,372.60	8.66%	\$ 545,845.39	0.00%	\$ -
March	8.18%	\$ 512,849.30	7.95%	\$ 501,182.62	0.00%	\$ -
April	8.27%	\$ 518,650.31	8.58%	\$ 540,623.33	0.00%	\$ -
May	9.19%	\$ 576,167.26	9.01%	\$ 567,500.40	0.00%	\$ -
June	7.13%	\$ 447,120.01	7.92%	\$ 499,229.48	0.00%	\$ -
July	7.41%	\$ 464,671.70	7.50%	\$ 472,429.00	0.00%	\$ -
August	9.27%	\$ 581,586.71	10.44%	\$ 657,714.61	0.00%	\$ -
<b>Cumulative</b>	<b>99.99%</b>	<b>\$6,271,099.04</b>	<b>101.09%</b>	<b>\$6,369,922.53</b>	<b>17.73%</b>	<b>\$1,126,598.34</b>

	2023	2024	2025
OPERATING BUDGET	\$5,746,903.00	\$5,948,300.00	\$6,000,000.00
W/ SIXPENCE	\$6,271,903.00	\$6,301,300.00	\$6,353,000.00

# Weeping Water Public School

## Claims for Payment

Signed off by:

**Adam DeMike, President of the Board**

**Date**

Account Code	Payment Vendor	Invoice Total	Invoice Description
01-2-03300-330-000	Abby Barnhart	\$35.37	Staff Training Day Supplies
01-2-03300-610-000	Amazon E-Commerce	\$379.55	Childcare Supplies
01-2-01100-610-002	Amazon E-Commerce	\$39.00	Elementary Supplies
01-2-01100-610-001	Amazon E-Commerce	\$102.93	Secondary Supplies
Multiple	Amazon E-Commerce	\$115.25	Nurse/Office Supply
Multiple	Amy Kroll	\$214.62	Mileage/Cell Reimbursement
06-2-03100-570-000	Bernard Food Industries, Inc.	\$96.00	Food Order
01-2-02710-431-000	Boldt Tire Supply & Services LLC	\$421.16	Bus Repair
01-2-02710-431-000	Boldt Tire Supply & Services LLC	\$2,561.86	Bus Repair
01-2-02710-431-000	Boldt Tire Supply & Services LLC	\$120.00	Bus Repair
01-2-02510-443-000	Capital Business Systems, Inc. (Lease)	\$1,537.05	Copier Lease: 027-1825924-001
01-2-02510-643-000	Capital Business Systems, Inc. (Subscription)	\$50.00	Poster Printer Subscription: CONT18251-01
01-2-02620-430-000	Cerris Systems North Central, Inc.	\$4,033.00	Aug Preventative Maintenance
01-2-02620-430-000	Cerris Systems North Central, Inc.	\$5,582.97	HP 4 Error E5-01
01-2-02620-430-000	Cerris Systems North Central, Inc.	\$4,033.00	Oct Preventative Maintenance
01-2-02610-410-000	City Of Weeping Water	\$690.28	Monthly Water/Sewer
Multiple	Community Memorial Hospital DBA Syracuse Area Health	\$3,892.76	OT/PT Services
01-2-02710-810-000	Complete Chiropractic & Wellness Center	\$80.00	DOT Exam
01-2-02120-333-001	Dawn Bickford	\$37.52	Mileage Reimbursement
01-2-01100-610-001	Dietze Music House - Lincoln	\$290.32	Statement - Repairs
Multiple	Educational Service Unit 3	\$5,150.56	Aug/Sept Psychology Services
01-2-01200-330-000	Educational Service Unit 3	\$60.00	ADrake/HPeters - Winning Every Day
01-2-02610-610-000	Egan Supply Company, Inc	\$654.87	Plant Supplies
01-2-02610-610-000	Egan Supply Company, Inc	\$63.96	Plant Supplies
01-2-02610-340-000	Enviro-Master International	\$18,687.50	Building Cleaning Services
01-2-02510-340-000	Forward CPA, LLC	\$14,000.00	2023-2024 Audit Services
01-2-02510-610-000	Futuramic's Clean Water Center	\$22.50	Drinking Water
06-2-03100-630-000	Hiland Dairy	\$2,173.70	Milk
01-2-01100-610-001	J W Pepper & Son Inc	\$28.85	Music
01-2-01100-610-001	J W Pepper & Son Inc	\$27.99	Music
01-2-01100-610-001	J W Pepper & Son Inc	\$23.75	Music
01-2-02710-350-000	Keckler Oil Co Inc	\$462.85	2019 Ford Transit-Tires/Maintenance
Multiple	Kevin Reiman	\$126.00	Monthly Cell/Mileage Reimbursement
01-2-02510-530-000	Kinetic Business by Windstream	\$659.22	ACCT: 090073839
01-2-02330-317-000	KSB School Law	\$59.00	Legal
01-2-01100-640-002	LEARNING Without Tears	\$577.50	My First Book Set - Corrected
Multiple	Mary Mozena	\$138.67	Mileage/Cell/Other Reimbursement
Multiple	McGraw Hill, LLC	\$96.44	Aleks Sec Stand Alone
01-2-02710-610-000	Meeske Auto Parts	\$14.98	Oil
01-2-02710-610-000	Meeske Auto Parts	\$0.93	Mini Bulb
01-2-02710-610-000	Meeske Auto Parts	\$68.99	Bus Lamp
Multiple	Meeske Hardware Inc	\$733.54	District Supplies
Multiple	Michelle Heath	\$504.56	Cell Phone/Mileage Reimbursement
01-2-02610-340-000	Mid-America Termite & Pest Control, Inc	\$156.96	Monthly Pest Control
01-2-02130-610-002	Midwest Special Instruments	\$80.00	Hearing Test Tool
01-2-03300-810-000	Morgan Brunsting	\$910.00	Reimburse for Funds WWPS Received from the VA in Sept 23 on behalf of MBrunsting
01-2-03300-610-000	My Central Supply	\$149.54	Childcare Supplies
01-2-02310-810-000	NASB	\$3,600.00	60% Superintendent Search Fees

Multiple	National Insurance Services	\$1,188.10 Monthly LTD Premiums
01-2-02710-626-000	Nebraska Iowa Supply Co., Inc.	\$2,027.54 Fuel
01-2-01200-320-001	Nebraska Transition College	\$1,156.00 DReiman-Contracted Service Provider
01-2-02620-340-000	NMMKS Securities LLC	\$1,135.00 Rekey 1st Grade
01-2-02610-621-000	Omaha Public Power District	\$6,718.19 ACCT: 1333000080
01-2-03300-810-000	One Source, Inc.	\$5.00 JWilson-Resend DHHS Portion
01-2-01100-640-001	Pearson Education, Inc.	\$325.48 2 Stat Books
06-2-03100-570-000	Pepsi Beverage Company	\$324.69 Kitchen Vending Machine
01-2-01100-320-000	Propio LS LLC	\$16.15 Language Interpretation-Acct 20348
01-2-02230-432-000	Riverside Technologies, Inc	\$116.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$142.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$116.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$59.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$142.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$98.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$69.00 Repairs
01-2-02230-432-000	Riverside Technologies, Inc	\$98.00 Repairs
01-2-01100-640-002	Scholastic	\$109.89 Choices Magazine (AMcGill)
01-2-02510-340-000	Stericycle, Inc./Shred It	\$68.96 Shredding Service ACCT: 1000464396
01-2-02710-626-000	Stop N Shop Inc	\$302.53 Fuel
01-2-02710-810-000	Surnali LLC DBA Diversified Drug Testing	\$105.00 VFlanagan - Drug Testing for Transportation
06-2-03100-570-000	Sysco	\$4,687.90 Kitchen Food Orders
01-2-02310-540-000	The Voice News	\$298.93 Public Records Ads
01-2-02620-340-000	TK Elevator Corporation	\$1,035.00 Elevator Maint, Cust #:8002131
01-2-02620-340-000	TK Elevator Corporation	\$562.00 Elevator Maint, Cust #:8002131
01-2-03541-610-000	Uline	\$2,865.80 Portable Bench
01-2-01100-382-000	Unite Private Networks, LLC	\$558.32 ACCT:WEE3254_2255 (Network)
Multiple	US BANK	\$3,438.05 Monthly CC Acct: 4485-5945-5566-2533
06-2-03100-570-000	US FOODS, INC.	\$6,146.33 Food Purchases Acct: 64120801
01-2-01100-530-000	Verizon Wireless LLC	\$107.40 Cell ACCT: 942359001-00001
01-2-01100-530-000	Verizon Wireless LLC	\$60.08 Cell ACCT: 342439595-0001
01-2-02630-340-000	Walker Organ Tuning & Repair	\$310.00 Small Engine Repair
01-2-02710-626-000	WEX Bank	\$38.76 Fuel
01-2-01200-640-001	Wieser Educational	\$81.49 Math Curriculum

**November 2024 Claims for Payment      \$108,058.09**

**November 2024 Payroll      \$447,340.10**

**November 2024 (General Fund/Food Service Fund)      \$555,398.19**

**Invoices Paid by QCPU Fund (Paying December 10)**

Account Code	Payment Vendor	Invoice Total	Invoice Description
Multiple	Union Bank And Trust Company - Corporate Trust	\$70,191.34	Acct 2000320 : Series 2021 Principal & Interest

**Invoices Paid by Bond Fund (Paying December 10)**

Account Code	Payment Vendor	Invoice Total	Invoice Description
Multiple	Union Bank And Trust Company - Corporate Trust	\$766,035.00	Acct 2000318 : Series 2017 Principal & Interest

**Total November 2024 All Funds      \$1,391,624.53**

CASH ASSETS

CASH ASSET REPORT





DATE: 11/15/2024

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 12/31/2022
GENERAL FUND/KITCHEN FUND	CHECKING	300380832	Farmers & Merchants	\$ 724,130.64	\$ 156,484.33
	CLOSED ACCOUNT	300382812	Farmers & Merchants	\$ -	\$ -
<b>TOTAL GENERAL FUND</b>				<b>\$ 724,130.64</b>	<b>\$ 156,484.33</b>
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 104,240.87	\$ 102,668.29
OUTSIDE OF ACTIVITY FUND	ELEMENTARY SAVINGS PROGRAM	XXX7959	First Nebraska Bank	\$ 2,468.52	\$ -
OUTSIDE OF ACTIVITY FUND	LIMESTONE COFFEE	300474478	Farmers & Merchants	\$ 9,963.10	\$ -
<b>TOTAL ACTIVITY FUND</b>				<b>\$ 117,912.49</b>	<b>\$ 103,908.29</b>
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 1,065,262.27	\$ 422,835.44
<b>TOTAL BOND FUND</b>				<b>\$ 1,065,262.27</b>	<b>\$ 422,835.44</b>
QCPU FUND	CHECKING-2009 & 2010 BAB	86483570	First Nebraska Bank	\$ 83,308.32	\$ 81,993.79
<b>TOTAL QCPU FUND</b>				<b>\$ 83,308.32</b>	<b>\$ 81,993.79</b>
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 14,900.11	\$ 315,088.46
<b>TOTAL BUILDING FUND</b>				<b>\$ 14,900.11</b>	<b>\$ 315,088.46</b>
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 83,899.55	\$ 370,011.23
<b>TOTAL DEPRECIATION FUND</b>				<b>\$ 83,899.55</b>	<b>\$ 370,011.23</b>
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 29,213.32	\$ 28,980.40
<b>TOTAL EMPLOYEE BENEFITS FUND</b>				<b>\$ 29,213.32</b>	<b>\$ 28,980.40</b>
STUDENT FEES FUND	CHECKING	85834670	First Nebraska Bank	\$ 24,133.23	\$ 12,621.53
<b>TOTAL STUDENT FEES FUND</b>				<b>\$ 24,133.23</b>	<b>\$ 12,621.53</b>
<b>TOTAL</b>				<b>\$ 2,142,759.93</b>	<b>\$ 1,491,923.47</b>

# Weeping Water Public Schools 2024-2025 School Calendar

November 18, 2024 Revision



	School Closed
	School Closed / All Day Teacher Inservice
	Monday that school is in session
	Student Makeup OR Teacher Inservice OR School Closed

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



- August 5 - Start of Fall Practice
- August 7 thru 10 - Cass County Fair
- August 12 - First Teacher Inservice Day
- August 15 - First Student Day
- Nov. 11 - No School WW hosts the ECNC VM Clinic
- Oct. 25 - PT Conferences
- Nov. 27, 28, & 29 - Thanksgiving Break
- December 12 - 11:30 am dismissal
- Dec. 22 thru 26 - NSAA Moratorium
- Dec. 23 thru Jan. 6 - Winter Break (Students)
- Jan. 17 - WWHS WR Meet
- Feb. 28 - WWJH WR Meet
- March 10 - ECNC Quiz Bowl
- April 18 & 21 - Spring Break
- May 9- No School / MS and HS track events
- Seniors last day - TBD
- May 17 - Graduation
- May 19 - School is in session / Summer break
- May 22 - Last day of school - 11:30 dismissal
- May 26 - Memorial Day

	Student Days	Staff Days
1st semester	72	85
2nd Semester	81	89
	153	174

1st Quarter 35 days	2nd Quarter 38 days
3rd Quarter 41 days	4th Quarter 40 days
Trimesters 51 days	

Quarter dates	
1st Qu ends Oct 11 / 2nd Qu starts Oct 15	3rd Qu ends March 14 / 4th Qu Starts March 18
Trimester dates	
1st Trimester ends Nov. 8 / 2nd Trimester starts Nov. 12	2nd Trimester end Feb. 21 / 3rd Trimester starts Feb. 24



November 1, 2024

To the Board of Education  
Weeping Water Public Schools District No. 22  
204 West O  
Weeping Water, NE 68463

Dear Members of the Board:

Our audit of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska for the year ended August 31, 2024, included tests of compliance necessary to conform to current Auditing Standards Generally Accepts in the United States of America and *Government Auditing Standards*. The audit also included tests for compliance with the calculation of Average Daily Membership reported on the Annual Statistical Summary Report as specified in 92 NAC 2, requirements of the Nebraska Budget Act (commencing with Section 13-501 R.R.S.), and the Tax Equity and Educational Opportunities Support Act (commencing with Section 79-1001 R.R.S.).

Our audit included testing of membership and attendance documentation that we determined necessary to conduct our audit in accordance with GAS, GAAS, and NDE Rule 1 requirements. In addition, we considered the District's controls over such reporting to determine appropriate audit procedures. Providing an opinion on compliance with the requirements related to the above reporting or on internal controls over such reporting were not objectives of our audit and, accordingly, we do not express any such opinions.

As a result of the above tests of compliance with Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's student membership and attendance reporting we state the following:

1. We documented the District's policies and procedures for collecting student membership and attendance data.
2. We determined that the District was following its policies and procedures for collecting student census data.
3. We determined that attendance at the District is collected at least daily and calculated to the nearest hundredth of a day.
4. We determined that the District maintains a cumulative attendance and membership record for each student.
5. We determined that the cumulative attendance and membership records contain the date of enrollment, number of days or partial days in attendance and absent during each school year enrolled, and the date of withdrawal or graduation.
6. We selected a sample of students from the District's attendance records for the year ended August 31, 2024, and traced the students to students' enrollment files to verify that the sample of students were enrolled as students of the District for the dates claimed in the attendance records.
7. We traced the totals reported by the District on its annual Student Summary Attendance report to the District's census recordkeeping system for the fiscal year ended August 31, 2024.

Weeping Water Public Schools District No. 22  
November 1, 2024

Our audit also included testing a sample of General Fund disbursements for appropriate allocation to the school building level. A sample of expense allocations were tested verifying appropriate allocation to the school building level. The district allocation to the building level was appropriate.

This letter is intended solely for the information and use of the Board of Education, management, others within the District, and the Nebraska Department of Education and is not intended to be, and should not be, used by anyone other than these specified parties.

Yours truly,

*Forward CPA, LLC*

FORWARD CPA, LLC

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEEPING WATER, NEBRASKA

FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITORS' REPORT  
AUGUST 31, 2024



WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEeping WATER, NEBRASKA  
 TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	3-6
FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Activities and Net Position - Modified Cash Basis	7-8
Fund Financial Statements	
Statement of Receipts, Disbursements, and Changes in Fund Balances - Modified Cash Basis and Statement of Assets and Fund Balances - Modified Cash Basis - Governmental Funds	9 - 10
NOTES TO FINANCIAL STATEMENTS	11- 25
SUPPLEMENTARY INFORMATION	
General Fund Components - Combining Schedule of Receipts, Disbursements, and Changes in Fund Balance - Modified Cash Basis	27
Nonmajor Funds - Combining Schedule of Receipts, Disbursements, and Changes in Fund Balances - Modified Cash Basis and Schedule of Assets and Fund Balances - Modified Cash Basis	28 - 29
Schedules of Receipts, Disbursements, and Changes in Fund Balance - Modified Cash Basis - Budget and Actual	
General Fund	30-33
Depreciation Fund	34
Employee Benefit Fund	35
School Nutrition Fund	36
Bond Fund	37
Special Building Fund	38
Qualified Capital Purpose Undertaking Fund	39
Student Fee Fund	40
Activities Fund	41
Notes to Budgetary Schedules	42
OTHER INFORMATION	
Analysis of Accounts with Cass County Treasurer - Modified Cash Basis (Unaudited)	44
REPORT REQUIRED BY GOVERNMENT AUDITING STANDARDS	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	45-47
SCHEDULE OF FINDINGS AND RESPONSES	48-49



## INDEPENDENT AUDITOR'S REPORT

To the Board of Education  
Weeping Water Public Schools District No. 22  
Weeping Water, Nebraska

### **Report on the Audit of the Financial Statements**

#### *Opinions*

We have audited the accompanying modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska, as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska, as of August 31, 2024, and the respective changes in modified cash basis financial position for the year then ended in accordance with the modified cash basis of accounting as described in Note 1.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Emphasis of Matter – Basis of Accounting***

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to that matter.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting described in Note 1, and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor’s Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Weeping Water

Public Schools District No. 22, Weeping Water, Nebraska's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's basic financial statements. The supplementary information on pages 27 - 42 is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information on pages 27 - 42 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information on pages 27 - 42 is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

Management is responsible for the other information included in the annual financial statements. The other information comprises the Analysis of Accounts with Cass County Treasurer but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to

be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 1, 2024, on our consideration of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control over financial reporting and compliance.

*Forward CPA, LLC*

Omaha, Nebraska  
November 1, 2024

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 STATEMENT OF ACTIVITIES AND NET POSITION - MODIFIED CASH BASIS  
 FOR THE YEAR ENDED AUGUST 31, 2024

		Program Receipts		Net (Disbursements) Receipts and Changes in Net Position
	Disbursements	Charges for Services	Operating Grants and Contributions	Primary Government Total Governmental Activities
FUNCTIONS/PROGRAMS				
Governmental Activities				
Instruction	3,863,194	139,043	975,098	(2,749,053)
Student support services	806,766	298,648		(508,118)
Instructional support	184,413			(184,413)
General administration	901,713			(901,713)
Central and business services	181,730			(181,730)
Operation and maintenance of plant	527,372			(527,372)
Student transportation	168,251			(168,251)
Nutrition program	236,601	144,007	98,145	5,551
Debt service				
Principal	836,332			(836,332)
Interest	177,637			(177,637)
Capital outlay	112,456			(112,456)
Total governmental activities	7,996,465	581,698	1,073,243	(6,341,524)
General Receipts				
Taxes				
Property taxes - general purposes				4,015,972
Property taxes - debt service				737,756
Carline tax				4,056
Motor vehicle taxes				216,210
Public Power District sales tax				51,513
Penalties and interest on taxes				17
Interest				18,204
County fines and licenses				26,200
State aid				463,128
State apportionment				53,938
Homestead exemption				81,418
Property tax credit				61,857
State and federal funds not restricted for a specific purpose				307,862
Other local receipts				5,223
Total general receipts				6,043,354
PROCEEDS OF LONG-TERM DEBT, net of related costs				146,520
CHANGE IN NET POSITION				(151,650)
NET POSITION, beginning of year				3,006,514
NET POSITION, end of year				2,854,864

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 STATEMENT OF ACTIVITIES AND NET POSITION - MODIFIED CASH BASIS (CONTINUED)  
 FOR THE YEAR ENDED AUGUST 31, 2024

				Net (Disbursements) Receipts and Changes in Net Position
	<u>Disbursements</u>	<u>Program Receipts</u>		<u>Primary Government</u>
		Charges for Services	Operating Grants and Contributions	Total Governmental Activities
ASSETS				
Cash				1,686,176
Cash at county treasurers				<u>1,168,688</u>
TOTAL ASSETS				<u><u>2,854,864</u></u>
NET POSITION				
Restricted for capital outlay				44,732
Restricted for debt service				1,041,780
Restricted for nutrition program				12,212
Unrestricted				<u>1,756,140</u>
TOTAL NET POSITION				<u><u>2,854,864</u></u>

See accompanying notes to financial statements

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES -  
 MODIFIED CASH BASIS AND STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED  
 CASH BASIS - GOVERNMENTAL FUNDS  
 FOR THE YEAR ENDED AUGUST 31, 2024

	General Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
<b>RECEIPTS</b>				
Local receipts				
Property taxes	4,015,972	683,718	54,038	4,753,728
Carline tax	3,431	578	47	4,056
Public Power District sales tax	43,573	7,346	594	51,513
Motor vehicle taxes	216,210			216,210
Penalties and interest on taxes	17			17
Interest		18,204		18,204
Other local receipts	155,052		68,714	223,766
Nutrition program receipts			89,253	89,253
Student activities			286,020	286,020
County receipts	26,200			26,200
State receipts	1,565,068	59,194	6,228	1,630,490
Federal receipts	299,276		96,835	396,111
Other	149,247			149,247
Total receipts	<u>6,474,046</u>	<u>769,040</u>	<u>601,729</u>	<u>7,844,815</u>
<b>DISBURSEMENTS</b>				
Instruction	3,863,194			3,863,194
Student support services	463,974		342,792	806,766
Instructional support	184,413			184,413
General administration	901,713			901,713
Central and business services	181,730			181,730
Operation and maintenance of plant	527,372			527,372
Student transportation	168,251			168,251
Nutrition program			236,601	236,601
Debt service				
Principal	29,171	675,000	132,161	836,332
Interest	3,771	170,244	3,622	177,637
Capital outlay			112,456	112,456
Total disbursements	<u>6,323,589</u>	<u>845,244</u>	<u>827,632</u>	<u>7,996,465</u>
RECEIPTS OVER (UNDER) DISBURSEMENTS	150,457	(76,204)	(225,903)	(151,650)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in			68,000	68,000
Transfers out	(68,000)			(68,000)
Total other financing sources (uses)	<u>(68,000)</u>	<u>-</u>	<u>68,000</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	82,457	(76,204)	(157,903)	(151,650)
FUND BALANCES, beginning of year	<u>1,552,273</u>	<u>1,088,571</u>	<u>365,670</u>	<u>3,006,514</u>
FUND BALANCES, end of year	<u>1,634,730</u>	<u>1,012,367</u>	<u>207,767</u>	<u>2,854,864</u>

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES -  
 MODIFIED CASH BASIS AND STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED  
 CASH BASIS - GOVERNMENTAL FUNDS (CONTINUED)  
 FOR THE YEAR ENDED AUGUST 31, 2024

	General Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash	643,095	848,550	194,531	1,686,176
Cash at county treasurers	991,635	163,817	13,236	1,168,688
<b>TOTAL ASSETS</b>	<b>1,634,730</b>	<b>1,012,367</b>	<b>207,767</b>	<b>2,854,864</b>
<b>FUND BALANCES</b>				
Restricted for				
Debt service		1,012,367	29,413	1,041,780
Capital outlay			44,732	44,732
Nutrition program			12,212	12,212
Committed				
Student activities			121,410	121,410
Assigned for				
Capital outlay	83,900			83,900
Employee benefits	80,491			80,491
Future year's budget	241,388			241,388
Unassigned	1,228,951			1,228,951
Total fund balances	1,634,730	1,012,367	207,767	2,854,864
<b>TOTAL FUND BALANCES</b>	<b>1,634,730</b>	<b>1,012,367</b>	<b>207,767</b>	<b>2,854,864</b>

See accompanying notes to financial statements.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant accounting policies of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska (the District).

Reporting Entity

The District's Board of Education is the basic level of government, which has financial accountability and control over all activities related to public school education in the District. The District receives funding from local, state, and federal government sources and must comply with the requirements of these funding source entities. However, the District is not included in any other governmental "reporting entity" as defined by the GASB pronouncement, since the District's board members are elected by the public and have decision-making authority, the authority to levy taxes, the power to designate management, the ability to significantly influence operations, and primary accountability for fiscal matters.

All significant activities and organizations on which the District exercises oversight responsibility have been included in the District's financial statements.

Component Units

The criteria for including organizations as component units with the District's reporting entity, as set forth in Section 2100 of GASB's *Codification of Governmental Accounting and Financial Reporting Standards*, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The District holds the corporate powers of the organization.
- The District appoints a voting majority of the organization's board.
- The District is able to impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the District.
- There is fiscal dependency by the organization on the District.

Based on the aforementioned criteria, a potential component unit of the District is the Weeping Water Public School Foundation (the Foundation), a not-for-profit entity organized exclusively for the benefit of the District. Financial activities related to the Foundation are not reflected in the District's financial statements since activities of the Foundation for the year were not significant to the reporting entity.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide Statements

The District has utilized the reporting provisions of Governmental Accounting Standards Board (GASB) Statement 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments* within the provisions of the modified cash basis of accounting. Statement 34 established standards for external financial reporting for all state and local government entities, which includes government-wide financial statements, fund financial statements, and the classification of net position into the following components: restricted and unrestricted.

The statement of net position and statement of activities report information on the District as a whole. The effects of inter-fund activity have been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental receipts, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District does not report any business-type activities.

The statement of activities demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with a specific function or segment. Program receipts include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements

The fund financial statements of the reporting entity are organized into funds, each of which is considered a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, receipts, and expenditures. All of the District's funds are considered governmental funds. An emphasis is placed on major funds within the governmental category. A fund is considered major if it is the primary operating fund of the District, meets specific mathematical criteria set forth by GASB, or is identified as a major fund by the District's management. All remaining governmental funds by category are summarized into a single column as nonmajor governmental funds.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Financial Statements (Continued)

The District reports the following major governmental funds.

General Fund - The General Fund is the general operating fund of the District and accounts for all receipts and disbursements of the District not encompassed within other funds. All property tax receipts and other receipts that are not allocated by law, budgetary requirement, or contractual agreement to some other fund are accounted for in this fund. General operating disbursements and the new replacement capital outlay costs that are not paid through other funds are paid from the General Fund.

The General Fund for financial reporting purposes also includes the following components, which are considered funds for budgetary purposes but do not meet the definition as special revenue funds as clarified in GASB 54, or whose activities are insignificant and reporting as part of the General Fund is allowable.

Depreciation Fund - The Depreciation Fund is used to accumulate funds for the eventual purchase of significant capital outlay by reserving such monies from the General Fund.

Employee Benefit Fund - The Employee Benefit Fund is established to specifically reserve General Fund money for the benefit of the District employees.

Bond Fund - The Bond Fund is used to record tax receipts and disbursements for the payment of bond principal and interest, and other related costs (i.e. investment interest, trustee fees, etc.). Receipts from a levy to retire bonds in the District are retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the District. Funds are disbursed upon appropriate demand.

The District reports the following nonmajor governmental funds:

School Nutrition Fund - The School Nutrition Fund is used to accommodate all aspects of the School Lunch Program and accounts for all receipts and disbursements of all Child Nutrition Programs.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEEPING WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Financial Statements (Continued)

Special Building Fund - The Special Building Fund is established for acquiring or improving sites and buildings, including the construction, alteration, or improvement of buildings.

Qualified Capital Purpose Undertaking Fund - The Qualified Capital Purpose Undertaking Fund (QCPUF) is established for a specific abatement project to address an actual or potential environmental hazard, accessibility barrier, life safety code violation, life safety hazard, or mold which exists within one or more existing school buildings or the school grounds of existing school buildings controlled by the District.

Student Fee Fund - The Student Fee Fund is established to collect fees from students for participation in extracurricular activities, postsecondary education costs, and summer school or night school. The money is disbursed for the purposes for which it was collected from the students.

Activities Fund - The Activities Fund is used to account for the financial operations of quasi-independent student organizations, interschool athletics, and other self-supporting or partially self-supporting school activities not part of another fund.

Basis of Accounting

The District prepares its financial statements on the modified cash basis, which is in conformity with the accounting practices prescribed or permitted by the State of Nebraska Department of Education.

The modified cash basis of accounting is a basis of accounting other than Generally Accepted Accounting Principles (GAAP) as established by GASB. The modified cash basis of accounting is based on the recording of cash and cash equivalents and changes therein and only recognizes revenues, expenses, assets, and liabilities resulting from cash transactions, adjusted for modifications that have substantial support in generally accepted accounting principles.

Only cash (and cash equivalents) and items that involve the receipt or disbursement of cash (or equivalents) during the period are recognized, except for the following modifications:

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Accounting (Continued)

Assets that normally convert to cash or cash equivalents (e.g., certificates of deposit) that arise from transactions and events involving cash or cash equivalents are recognized; and

Taxes and other revenues collected by the county treasurers are included in revenues of the District in the year collected by the counties and the District funds held by the county treasurers at year-end are included as assets of the District. This is in accordance with the requirements of the State of Nebraska Department of Education; and

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded in the financial statements. For example, accounts receivable and revenue for billed or provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets, such as property, equipment, and infrastructure, are not reported and long-term liabilities, such as debt and compensated absences, are not reported. Right-to-use assets and liabilities related to leases and subscription-based technology arrangements are not reported.

If the District utilized GAAP, the fund financial statements for governmental funds would use the modified accrual basis of accounting, and the fund financial statements for proprietary fund types would use the accrual basis of accounting. All government-wide financial statements would be presented in accordance with the accrual basis of accounting.

Capital Assets

Capital assets are not recorded as assets on the government-wide or fund financial statements, and depreciation is not recognized. Purchases of capital assets are recorded as disbursements by function in the financial statements.

Long-Term Obligations

Long-term debt is not reported as a liability in the government-wide or fund financial statements. Proceeds from long-term debt are reported as receipts and payments of principal are reported as disbursements in both the government-wide and fund financial statements.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Equity Classification

Government-Wide Statements

Equity is classified as net position and displayed in two components:

Restricted net position consists of assets with constraints placed on the use either by external groups, such as creditors, grantors, contributors, or laws and regulations of other governments, or through constitutional provision or enabling legislation.

Unrestricted net position consists of assets that do not meet the definition of restricted.

It is the District's policy to use restricted net position first, prior to the use of unrestricted net position, when a disbursement is paid for a purposes in which both restricted and unrestricted net position are available.

Fund Financial Statements

Governmental fund equity is classified as fund balance.

Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable

This classification includes amounts that cannot be spent because they either (a) are not in spendable form or (b) are legally or contractually required to be maintained intact. The District currently has no amounts classified in this category.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Equity Classification (Continued)

Fund Financial Statements (Continued)

Fund Balance Classification (Continued)

Restricted

This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws and regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

Committed

This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned

This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board delegating this responsibility to the District administrator through the budgetary process.

Unassigned

This classification includes the residual fund balance for the General Fund and funds with negative balances.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Equity Classification (Continued)

Fund Financial Statements (Continued)

The District would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

Interfund Balances and Activities

In the process of aggregating the financial information of the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.

Permanent reallocation of resources between funds of the reporting entity are classified as interfund transfers. For purposes of the statement of activities and net position - modified cash basis, all interfund transfers between individual governmental funds have been eliminated.

Budget Process and Property Taxes

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements lapse at year end. Any revisions to the adopted budget of total disbursements to any fund require a public hearing. State statutes of the Nebraska Budget Act provide the prescribed budget practices and procedures that governing bodies are required to follow. The amounts that may be budgeted for certain specific funds are subject to various disbursements and/or tax levy limitations.

The property tax requirement resulting from the budget process is utilized to establish the tax levy in accordance with state statutes, which tax levy attaches as an enforceable lien on property within the District as of January 1. Taxes are due as of that date. One-half of the real estate taxes due January 1, become delinquent after the following May 1, with the second one-half becoming delinquent after September 1.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences

In accordance with the modified cash basis of accounting, vacation, and sick leave are recorded as disbursements when paid.

Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting used by the District requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from those estimates.

Right to Use Assets

Right-to-use assets are not recorded as assets on the government-wide or fund financial statements, and amortization is not recognized. Likewise, the related liabilities for these leases and subscription-based technology arrangements are not recognized in the financial statements. Payment on all leases and subscription-based technology arrangements are recorded as disbursements by function in the financial statements.

NOTE 2: CASH AND INVESTMENTS

For the following disclosures, deposits - including checking accounts, savings accounts, money market accounts, and certificates of deposit - are all classified as cash or cash and cash equivalents on the financial statements.

The District's cash and investments are reported as follows:

Governmental activities	<u><u>1,686,176</u></u>
-------------------------	-------------------------

The carrying value (fair value) of the cash and investments consisted of the following:

Demand deposits (checking, savings)	<u><u>1,686,176</u></u>
-------------------------------------	-------------------------

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of August 31, 2024, all of the District's deposits with financial institutions were fully insured or collateralized by securities held in the

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 2: CASH AND INVESTMENTS (Continued)

District's name in the form of joint safekeeping receipts. State law requires all funds in depositories to be fully insured or collateralized, and the District's policy is to require depositories to provide pledged securities to cover deposits in excess of Federal Deposit Insurance Corporation (FDIC) limits.

NOTE 3: EXPENDITURES IN EXCESS OF BUDGETED AMOUNTS

During the year ended August 31, 2024, expenditures exceeded budgeted expenditures by \$267,336 in the General Fund, \$32,648 in the Activities Fund, \$1,424 in the Bond Fund, \$11,226 in the Qualified Capital Purpose Undertaking Fund, and \$3,444 in the Student Fee Fund.

NOTE 4: LONG-TERM DEBT

Bonds Payable

General Obligation Refunding Bonds, Series 2018, in the amount of \$9,285,000 carrying interest of 0.85% - 3.25% dated July 12, 2017 are due serially in installments of \$70,000 - \$805,000 plus interest through December 15, 2032. Payments are being made through the Bond Fund.

Limited Tax Obligation Refunding Bonds, Series 2021, in the amount of \$305,000 carrying interest of 0.35% - 0.55%, dated April 15, 2021 are due serially in annual installments of \$70,000 - \$85,000, plus interest through December 15, 2024. Payments are being made through the Qualified Capital Purpose Undertaking Fund.

Promissory Notes Payable (Direct Borrowing)

A promissory note dated April 2021, for \$404,094, with Farmers and Merchants Bank, requires principal payments each April and October. Interest is due semiannually each April and October. This agreement has an effective interest rate of 1.00%. The proceeds of the loan were used for renovations to the school building. Payments are being made from the Special Building Fund.

A promissory noted dated December 2023, for \$146,620, with Farmers and Merchants Bank, requires principal and interest payments each June. This agreement has an effective interest rate of 4.70%. The proceeds of the loan were used for the purchase of a bus. Payments are being made from the General Fund.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEeping WATER, NEBRASKA  
 NOTES TO FINANCIAL STATEMENTS  
 FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 4: LONG-TERM DEBT (Continued)

Capital Financing Agreement (Direct Borrowing)

A capital financing agreement, dated October 2022, for \$156,680, with Wells Fargo Bank for the purchase of a bus, requires principal and interest payments each October through October 2027. This agreement has an effective interest rate of 5.46%. Payments are being made from the Depreciation Fund.

The District has no unused lines of credit at August 31, 2024, and none of their long-term debt agreements have terms related to default or termination events with finance-related consequences or subjective acceleration clauses.

Changes in Long-Term Debt

The following is a summary of changes in the District's long-term debt for the year ended August 31, 2024:

	Balance September 1, 2023	Additions	Payments	Balance August 31, 2024	Amounts Due Within One Year
Notes payable	261,798	146,620	(86,349)	322,069	85,080
Bonds payable	7,180,000		(750,000)	6,430,000	755,000
Capital Financing Agreement	150,680		(19,191)	131,489	20,239
Total	<u>7,592,478</u>	<u>146,620</u>	<u>(855,540)</u>	<u>6,883,558</u>	<u>860,319</u>

Annual Debt Service Requirements

Maturities on the above long-term debt are as follows:

Years Ending August 31	2017 Series Bonds Payable Principal	2021 Series Bonds Payable Principal	2021 Promissory Note Payable Principal	2024 Promissory Note Payable Principal	Capital Financing Agreement	Interest	Total
2025	685,000	70,000	57,734	27,346	20,239	170,306	1,030,625
2026	700,000		58,321	28,649	21,343	152,902	961,215
2027	715,000		58,914	30,014	22,508	134,739	961,175
2028	725,000		29,689	31,402	67,399	115,102	968,592
2029	745,000					91,940	836,940
2030-2034	2,790,000					159,214	2,949,214
Total	<u>6,360,000</u>	<u>70,000</u>	<u>204,658</u>	<u>117,411</u>	<u>131,489</u>	<u>824,203</u>	<u>7,707,761</u>

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 5: TRANSFERS

The General Fund transferred \$52,500 to the Activities Fund and \$15,500 to the Nutrition Fund for support during the fiscal year.

NOTE 6: RETIREMENT PLAN

Plan Description

Weeping Water Public Schools District No. 22, Weeping Water, Nebraska, contributes to the Nebraska School Employees Retirement System, a cost-sharing multiple-employer defined benefit pension plan administered by the Nebraska Public Employees Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions.

In 1945, the Nebraska Legislature enacted the law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2023, there were 263 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school employees in Nebraska, other than those who have their own retirement plans (Class V school districts, Nebraska State Colleges, University of Nebraska, and Nebraska Community Colleges), are members of the plan.

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of the following: (1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or (2) the average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2%, and an actuarial factor based on age.

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: (1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or (2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2%, and an actuarial factor based on age. Benefit calculations vary with early retirement. Employees' benefits are vested after 5 years of plan participation or when termination occurs at age 65 or later.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 6: RETIREMENT PLAN (Continued)

Plan Description (Continued)

Benefit calculations vary with early retirement. Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later. Vested members are eligible to receive an unreduced retirement benefit at age 65.

For school employees who became members prior to July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or 2.5%. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75.0% of the purchasing power of the initial benefit.

For school employees who became members on or after July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or 1%. There is no purchasing power floor for employees who fall under this tier.

Contributions

The State's contribution is based on an annual actuarial valuation. In addition, the State contributes an amount equal to two percent of the compensation of all members. This contribution is considered a nonemployer contribution since school employees are not employees of the State. The employee contribution was equal to 9.78% from July 1, 2022 to June 30, 2023, (and from July 1, 2023 through August 31, 2024). The school district (employer) contribution is 101% of the employee contribution. The District's contribution to the Plan for the year ended August 31, 2024, was \$333,813.

For the District's year ended August 31, 2024, the District's total payroll for all employees was \$3,442,558. Total covered payroll was \$3,379,431. Covered payroll refers to all compensation paid by the District to active employees covered by the Plan.

Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued NPERS financial report. NPERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained via the internet at <http://www.auditors.nebraska.gov>.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 NOTES TO FINANCIAL STATEMENTS  
 FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 7: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

To manage its workers' compensation and property and casualty risks, the District has joined All Lines Interlocal Cooperative Aggregate Pool (ALICAP), currently operating as a common risk management and insurance program for its members. The District pays an annual contribution to ALICAP for its pooled self-insurance coverage of property, general liability, automobile liability, and physical damage, school board errors and omissions, crime, public employee dishonesty, workers' compensation, and associated coverages. The District contributed \$106,496 to ALICAP during the year ended August 31, 2024. Settled claims have not significantly exceeded the coverage limits offered by ALICAP in any of the past three fiscal years.

NOTE 8: LEASE AGREEMENTS

Lease agreements are summarized as follows:

Description	Date	Terms	Payment Amount	Balance August 31, 2024
Copier Lease	2/15/2022	60 months	\$ 1,511	\$ 45,330

Copy machines were leased during February 2022, for a term of 60 months. At the end of the lease, the District has the option to purchase the equipment at fair market value, renew the agreement, or return the equipment. Payment terms are \$1,511 per month. There were no other contingent or sublease rentals to the lease.

Annual requirements for the leased equipment are as follows:

Years Ending <u>August 31</u>	
2025	18,132
2026	18,132
2027	<u>9,066</u>
Total	<u><u>45,330</u></u>

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 9: FEDERAL AWARD PROGRAMS

The District received funds under various federal grant programs, and such assistance is to be expended in accordance with provisions of the various grants. Compliance with the grants is subject to audit by various government agencies which may impose sanctions in the event of noncompliance. Management believes that they have complied with all aspects of the various grant provisions and the results of adjustments, if any, relating to such audits would not have any material impact.

NOTE 10: SUBSEQUENT EVENTS

In preparing the financial statements, the District has evaluated events and transactions for potential recognition or disclosure through November 1, 2024, the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 GENERAL FUND COMPONENTS COMBINING SCHEDULE OF RECEIPTS,  
 DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS  
 FOR THE YEAR ENDED AUGUST 31, 2024

	General Fund	Depreciation Fund	Employee Benefit Fund	Reclass- ifications	Total
<b>RECEIPTS</b>					
Local receipts					
Property taxes	4,015,972				4,015,972
Carline tax	3,431				3,431
Public Power District sales tax	43,573				43,573
Motor vehicle taxes	216,210				216,210
Penalties and interest on taxes	17				17
Other local receipts	155,052				155,052
County receipts	26,200				26,200
State receipts	1,565,068				1,565,068
Federal receipts	299,276				299,276
Other	149,247		715,704	(715,704)	149,247
Total receipts	<u>6,474,046</u>	<u>-</u>	<u>715,704</u>	<u>(715,704)</u>	<u>6,474,046</u>
<b>DISBURSEMENTS</b>					
Instruction	3,128,554			734,640	3,863,194
Student support services	236,508	227,466	664,193	(664,193)	463,974
Instructional support	184,413				184,413
General administration	901,713				901,713
Central and business services	181,730				181,730
Operation and maintenance of plant	527,372				527,372
Student transportation	168,251				168,251
State categorical programs	598,643			(598,643)	-
Federal programs	187,508			(187,508)	-
Debt service					-
Principal	29,171				29,171
Interest	3,771				3,771
Total disbursements	<u>6,147,634</u>	<u>227,466</u>	<u>664,193</u>	<u>(715,704)</u>	<u>6,323,589</u>
RECEIPTS OVER (UNDER) DISBURSEMENTS	326,412	(227,466)	51,511	-	150,457
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers out	(68,000)				(68,000)
Total other financing sources (uses)	<u>(68,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(68,000)</u>
NET CHANGE IN FUND BALANCE	258,412	(227,466)	51,511	-	82,457
FUND BALANCE, beginning of year	<u>1,211,927</u>	<u>311,366</u>	<u>28,980</u>	<u>-</u>	<u>1,552,273</u>
FUND BALANCE, end of year	<u>1,470,339</u>	<u>83,900</u>	<u>80,491</u>	<u>-</u>	<u>1,634,730</u>

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 NONMAJOR FUNDS - COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS,  
 AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS AND SCHEDULE OF ASSETS AND FUND BALANCES - MODIFIED  
 CASH BASIS  
 FOR THE YEAR ENDED AUGUST 31, 2024

	School Nutrition Fund	Special Building Fund	Qualified Capital Purpose Undertaking Fund	Student Fee Fund	Activities Fund	Total
<b>RECEIPTS</b>						
Local receipts						
Property taxes		42	53,996			54,038
Carline tax			47			47
Public Power District sales tax			594			594
Other sources	54,754	1,332		12,628		68,714
Nutrition program receipts	89,253					89,253
Student activities					286,020	286,020
State receipts	1,310		4,918			6,228
Federal receipts	96,835					96,835
Total receipts	<u>242,152</u>	<u>1,374</u>	<u>59,555</u>	<u>12,628</u>	<u>286,020</u>	<u>601,729</u>
<b>DISBURSEMENTS</b>						
Student support services				10,144	332,648	342,792
Nutrition program	236,601					236,601
Capital outlay		61,838	50,618			112,456
Debt service						
Principal		57,161	75,000			132,161
Interest		2,502	1,120			3,622
Total disbursements	<u>236,601</u>	<u>121,501</u>	<u>126,738</u>	<u>10,144</u>	<u>332,648</u>	<u>827,632</u>
RECEIPTS OVER (UNDER) DISBURSEMENTS	5,551	(120,127)	(67,183)	2,484	(46,628)	(225,903)

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 NONMAJOR FUNDS - COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS,  
 AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS AND SCHEDULE OF ASSETS AND FUND BALANCES - MODIFIED  
 CASH BASIS (CONTINUED)  
 FOR THE YEAR ENDED AUGUST 31, 2024

	School Nutrition Fund	Special Building Fund	Qualified Capital Purpose Undertaking Fund	Student Fee Fund	Activities Fund	Total
OTHER FINANCING USES						
Transfers	15,500				52,500	68,000
NET CHANGE IN FUND BALANCES	21,051	(120,127)	(67,183)	2,484	5,872	(157,903)
FUND BALANCES, beginning of year	(8,839)	164,859	96,596	21,649	91,405	365,670
FUND BALANCES, end of year	<u>12,212</u>	<u>44,732</u>	<u>29,413</u>	<u>24,133</u>	<u>97,277</u>	<u>207,767</u>
ASSETS						
Cash	12,212	44,732	16,177	24,133	97,277	194,531
Cash at county treasurers			13,236			13,236
TOTAL ASSETS	<u>12,212</u>	<u>44,732</u>	<u>29,413</u>	<u>24,133</u>	<u>97,277</u>	<u>207,767</u>
FUND BALANCES (DEFICIT)						
Restricted for						
Debt service			29,413			29,413
Capital outlay		44,732				44,732
Committed						
Student activities				24,133	97,277	121,410
Unassigned	12,212					12,212
Total fund balances	<u>12,212</u>	<u>44,732</u>	<u>29,413</u>	<u>24,133</u>	<u>97,277</u>	<u>207,767</u>
TOTAL FUND BALANCES	<u>12,212</u>	<u>44,732</u>	<u>29,413</u>	<u>24,133</u>	<u>97,277</u>	<u>207,767</u>

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 GENERAL FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>1,220,250</u>	<u>1,211,927</u>	<u>(8,323)</u>
RECEIPTS			
Local sources			
Taxes			
1100	4,412,189	4,015,972	(396,217)
1115	3,200	3,431	231
1120	3,700	43,573	39,873
1125	56,000	216,210	160,210
1140		17	17
1740		1,531	1,531
1800	120,000	137,512	17,512
1911		600	600
1920		675	675
1925		14,170	14,170
1990	25,000	564	(24,436)
Total local sources	<u>4,620,089</u>	<u>4,434,255</u>	<u>(185,834)</u>
County and ESU sources			
2110		26,200	26,200
State sources			
3110	463,128	463,128	-
3120	200,000	319,342	119,342
3130		68,870	68,870
3131		282,261	282,261
3180		10,428	10,428
3400	35,000	53,938	18,938
3535	355,000	4,206	(350,794)
3541		337,429	337,429
3551		7,500	7,500
3990		17,966	17,966
Total state sources	<u>1,053,128</u>	<u>1,565,068</u>	<u>511,940</u>

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 GENERAL FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
RECEIPTS (Continued)			
Federal sources			
4310 REAP	30,000	32,508	2,508
4418 IDEA Part B, PEAK projects		1,124	1,124
4421 IDEA Part B ARP base enrollment poverty		10,565	10,565
4422 IDEA Preschool (619) ARP base		867	867
4505 Title I, Part A: ESSA	43,811	24,512	(19,299)
4509 Title II, Part A: ESSA		5,624	5,624
4516 IDEA preschool (619) base	128,204	5,780	(122,424)
4518 IDEA Part B (611) base enrollment poverty		140,582	140,582
4524 Other federal non-categorical		40,910	40,910
4525 Carl Perkins	1,000	1,667	667
4708 Medicaid in public schools (MIPS)	8,700	7,312	(1,388)
4709 Medicaid administration activities (MAAPS)	4,200	4,114	(86)
4969 Title IV, Part A	10,000	10,000	-
4998 ESSER III	7,000	13,711	6,711
Total federal sources	<u>232,915</u>	<u>299,276</u>	<u>66,361</u>
Nonrevenue receipts			
5320 Sale of property		2,481	2,481
5400 Loan proceeds		146,520	146,520
5690 Other non-revenue receipts	2,000	246	(1,754)
Total nonrevenue receipts	<u>2,000</u>	<u>149,247</u>	<u>147,247</u>
Total receipts	<u>5,908,132</u>	<u>6,474,046</u>	<u>565,914</u>
TOTAL FUNDS AVAILABLE	<u>7,128,382</u>	<u>7,685,973</u>	<u>557,591</u>

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 GENERAL FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
DISBURSEMENTS			
1000 Instruction			
1100 Regular instruction	2,550,000	2,231,317	(318,683)
1150 Limited English proficiency programs		73,137	73,137
1160 Poverty programs		255,941	255,941
1190 Early childhood educational programs		102,825	102,825
1200 Special education programs	430,000	464,814	34,814
1291 Special education programs - ages 3-5		520	520
2100 Support services - students	262,000		(262,000)
2120 Guidance services		60,311	60,311
2130 Health services		41,561	41,561
2141 Psychological services - SPED school age		45,394	45,394
2142 Psychological services - SPED ages 3-5		2,522	2,522
2143 Psychological services - SPED ages 0-2		2,522	2,522
2151 Speech pathology - SPED school age		84,198	84,198
2200 Support services - instruction	195,000		(195,000)
2213 Instructional staff training		2,537	2,537
2220 Library/ media services		107,214	107,214
2230 Instruction-related technology		74,662	74,662
2300 Support services - general administration			
2310 Board of education	18,000	127,223	109,223
2320 Executive administration	180,300	180,926	626
2330 District legal services	5,000	9,393	4,393
2410 Office of the principal	400,000	365,656	(34,344)
2490 School administration - other	220,000	218,515	(1,485)
2500 Central services	155,000		(155,000)
2510 Fiscal services		181,730	181,730
2600 Operation and maintenance of plant	500,000		(500,000)
2610 Operation of buildings		406,575	406,575
2620 Maintenance of buildings		69,436	69,436
2630 Care and upkeep of grounds		35,831	35,831
2640 Care and upkeep of equipment		1,763	1,763
2650 Vehicle operation, maintenance and purchasing	100,000		(100,000)
2670 Safety		13,767	13,767
2700 Student Transportation			-
2710 Regular pupil transportation	180,000	168,251	(11,749)
2712 Special education pupil transportation	1,000		(1,000)

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 GENERAL FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
DISBURSEMENTS (continued)			
3000 Operation of non-instructional services			
3300 Community service operations	70,000	235,125	165,125
3400 Private and state categorical programs	400,000		(400,000)
3400 Categorical grants from private interests		496	496
3535 High ability learners		6,455	6,455
3541 Early childhood endowment grants		354,211	354,211
3551 Career education		2,356	2,356
5000 Debt Service			-
5000 Debt Service		32,942	32,942
6000 Federal programs	232,000		(232,000)
6200 Title I, Part A: Improving basic programs		76,445	76,445
6406 IDEA preschool base		6,197	6,197
6408 IDEA Part B base enrollment poverty		74,212	74,212
6418 IDEA Part B PEaK projects		1,124	1,124
6422 IDEA preschool (619) ARP base enrollment poverty		848	848
6998 ESSER III		28,682	28,682
8000 Activities Fund support	50,000	68,000	18,000
Total disbursements	5,948,300	6,215,634	267,334
 FUND BALANCE, end of year	 1,180,082	 1,470,339	 290,257
 ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking account		428,704	
Due from QCPUF		50,000	
County treasurer			
Cass County		991,635	
 TOTAL FUND BALANCE		 1,470,339	

See accompanying notes to budgetary schedules.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 DEPRECIATION FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	311,367	311,366	(1)
RECEIPTS			-
TOTAL FUNDS AVAILABLE	311,367	311,366	(1)
DISBURSEMENTS			
Reappropriated funds	311,367		(311,367)
Technology/ hardware		14,774	14,774
Bus acquisition		212,692	212,692
Total disbursements	311,367	227,466	(83,901)
FUND BALANCE, end of year	-	83,900	83,900
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking and savings account		83,900	

See accompanying notes to budgetary schedules.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 EMPLOYEE BENEFIT FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>85,820</u>	<u>28,980</u>	<u>(56,840)</u>
RECEIPTS			
Transfer from the General Fund			
Other	<u>700,050</u>	<u>715,704</u>	<u>15,654</u>
Total receipts	<u>700,050</u>	<u>715,704</u>	<u>15,654</u>
TOTAL FUNDS AVAILABLE	<u>785,870</u>	<u>744,684</u>	<u>(41,186)</u>
DISBURSEMENTS			
Section 125 - health flexible			
Withholding and benefit to Nebraska	<u>700,050</u>	<u>664,193</u>	<u>(35,857)</u>
Total disbursements	<u>700,050</u>	<u>664,193</u>	<u>(35,857)</u>
FUND BALANCE, end of year	<u>85,820</u>	<u>80,491</u>	<u>(5,329)</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking and savings accounts		<u>80,491</u>	

See accompanying notes to budgetary schedules.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEeping WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 SCHOOL NUTRITION FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>16,388</u>	<u>(8,839)</u>	<u>(25,227)</u>
RECEIPTS			
Sales	25,000	89,253	64,253
State reimbursements	95,000	1,310	(93,690)
Federal reimbursements	140,000	96,835	(43,165)
Transfers from General Fund		15,500	15,500
Other	<u>15,000</u>	<u>54,754</u>	<u>39,754</u>
Total receipts	<u>275,000</u>	<u>257,652</u>	<u>(17,348)</u>
TOTAL FUNDS AVAILABLE	<u>291,388</u>	<u>248,813</u>	<u>(42,575)</u>
DISBURSEMENTS			
Food	135,000	116,866	(18,134)
Salaries	90,000	86,728	(3,272)
Employee benefits	24,000	22,523	(1,477)
Purchased services	2,800	4,596	1,796
Supplies	15,000	5,402	(9,598)
Capital outlay	15,000		(15,000)
Other expense		486	486
Total disbursements	<u>281,800</u>	<u>236,601</u>	<u>(45,199)</u>
FUND BALANCE (DEFICIT), end of year	<u>9,588</u>	<u>12,212</u>	<u>2,624</u>
ANALYSIS OF FUND BALANCE (DEFICIT)			
Cash in bank			
Checking and savings accounts		<u>12,212</u>	

See accompanying notes to budgetary schedules.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEeping WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 BOND FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>1,146,949</u>	<u>1,088,571</u>	<u>(58,378)</u>
RECEIPTS			
Local property taxes	743,820	683,718	(60,102)
Carline tax	600	578	(22)
Public Power District sales tax	7,500	7,346	(154)
Penalties and interest on taxes	1,900		(1,900)
Homestead exemption		11,610	11,610
Property tax credit		47,584	47,584
Interest	1,500	18,204	16,704
Total receipts	<u>755,320</u>	<u>769,040</u>	<u>13,720</u>
TOTAL FUNDS AVAILABLE	<u>1,902,269</u>	<u>1,857,611</u>	<u>(44,658)</u>
DISBURSEMENTS			
Debt service - principal	675,000	675,000	-
Debt service - interest	168,820	170,244	1,424
Total disbursements	<u>843,820</u>	<u>845,244</u>	<u>1,424</u>
FUND BALANCE, end of year	<u>1,058,449</u>	<u>1,012,367</u>	<u>(46,082)</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking and savings account		848,550	
County treasurer			
Cass County		<u>163,817</u>	
TOTAL FUND BALANCE		<u>1,012,367</u>	

See accompanying notes to budgetary schedules.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 SPECIAL BUILDING FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>224,994</u>	<u>164,859</u>	<u>(60,135)</u>
RECEIPTS			
Local property taxes		42	42
Other local receipts		<u>1,332</u>	<u>1,332</u>
Total receipts	<u>-</u>	<u>1,374</u>	<u>1,374</u>
TOTAL FUNDS AVAILABLE	<u>224,994</u>	<u>166,233</u>	<u>(58,761)</u>
DISBURSEMENTS			
Purchased services	164,994		(164,994)
Capital outlay		61,838	61,838
Debt service - principal	60,000	57,161	(2,839)
Debt service - interest		<u>2,502</u>	<u>2,502</u>
Total disbursements	<u>224,994</u>	<u>121,501</u>	<u>(103,493)</u>
FUND BALANCE, end of year	<u>-</u>	<u>44,732</u>	<u>44,732</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking and savings accounts		<u>44,732</u>	

See accompanying notes to budgetary schedules.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>107,150</u>	<u>96,596</u>	<u>(10,554)</u>
RECEIPTS			
Local property taxes	60,103	53,996	(6,107)
Carline tax		47	47
Public Power District sales tax		594	594
Homestead exemption		938	938
Property tax credit		3,845	3,845
Pro-rate motor vehicle		135	135
Total receipts	<u>60,103</u>	<u>59,555</u>	<u>(548)</u>
TOTAL FUNDS AVAILABLE	<u>167,253</u>	<u>156,151</u>	<u>(11,102)</u>
DISBURSEMENTS			
Building and site improvements	40,000	50,618	10,618
Debt service - principal	75,000	75,000	-
Debt service - interest	512	1,120	608
Total disbursements	<u>115,512</u>	<u>126,738</u>	<u>11,226</u>
FUND BALANCE, end of year	<u>51,741</u>	<u>29,413</u>	<u>(22,328)</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking and savings accounts		66,177	
Due to General Fund		(50,000)	
County treasurer			
Cass County		<u>13,236</u>	
TOTAL FUND BALANCE		<u>29,413</u>	

See accompanying notes to budgetary schedules.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 STUDENT FEE FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>11,650</u>	<u>21,649</u>	<u>9,999</u>
RECEIPTS			
Postsecondary education	<u>6,700</u>	<u>12,628</u>	<u>5,928</u>
Total receipts	<u>6,700</u>	<u>12,628</u>	<u>5,928</u>
TOTAL FUNDS AVAILABLE	<u>18,350</u>	<u>34,277</u>	<u>15,927</u>
DISBURSEMENTS			
Postsecondary education	6,700	250	(6,450)
Other expenses		<u>9,894</u>	<u>9,894</u>
Total disbursements	<u>6,700</u>	<u>10,144</u>	<u>3,444</u>
FUND BALANCE, end of year	<u><u>11,650</u></u>	<u><u>24,133</u></u>	<u><u>12,483</u></u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking and savings accounts		<u>24,133</u>	

See accompanying notes to budgetary schedules.

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE  
 MODIFIED CASH BASIS - BUDGET AND ACTUAL  
 ACTIVITIES FUND  
 FOR THE YEAR ENDED AUGUST 31, 2024

	Original and Final Budget	2024 Actual	Over (Under) Budget
FUND BALANCE, beginning of year	<u>30,557</u>	<u>91,405</u>	<u>60,848</u>
RECEIPTS			
Activity receipts	196,000	286,020	90,020
Interest	75		(75)
General Fund support	<u>100,000</u>	<u>52,500</u>	<u>(47,500)</u>
Total receipts	<u>296,075</u>	<u>338,520</u>	<u>42,445</u>
TOTAL FUNDS AVAILABLE	<u>326,632</u>	<u>429,925</u>	<u>103,293</u>
DISBURSEMENTS	<u>300,000</u>	<u>332,648</u>	<u>32,648</u>
FUND BALANCE, end of year	<u><u>26,632</u></u>	<u><u>97,277</u></u>	<u><u>70,645</u></u>
ANALYSIS OF FUND BALANCE			
Cash			
Checking and savings accounts		<u><u>97,277</u></u>	

See accompanying notes to budgetary schedules.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEeping WATER, NEBRASKA  
 NOTES TO BUDGETARY SCHEDULES  
 FOR THE YEAR ENDED AUGUST 31, 2024

NOTE 1: SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE - MODIFIED CASH BASIS - BUDGET AND ACTUAL

Basis of Accounting

The accompanying schedules of receipts, disbursements, and changes in fund balance - modified cash basis - budget and actual are presented on the modified cash basis of accounting. This basis is generally consistent with the basis of accounting used in preparing the basic financial statements. All undisbursed appropriations lapse at the end of the budget year. For budgetary purposes, transfers to the Employee Benefit Fund and Depreciation Fund are reflected as functional disbursements in the General Fund when the transfer is made.

Budget Law

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements lapse at year-end. Any revisions to the adopted budget of total disbursements to any fund require a public hearing.

The disbursements exceeded budget by \$267,336 in the General Fund, \$32,648 in the Activities Fund, \$1,424 in the Bond Fund, \$11,226 in the Qualified Capita Purpose Undertaking Fund, and \$3,444 in the Student Fee Fund.

Reconciliation

The Nebraska Department of Education requires separate budgets for those funds considered as General Fund components for budget purposes.

A reconciliation of the General Fund financial reporting basis to the budgetary basis is as follows:

Receipts over disbursements - financial reporting basis	
General Fund	82,457
Receipts over disbursements - budgetary basis	
General Fund	258,412
Depreciation Fund	(227,466)
Employee Benefit Fund	51,511
Receipts under disbursements - budgetary basis	82,457

## OTHER INFORMATION

WEEPING WATER PUBLIC SCHOOLS DISTRICT NO. 22  
 WEEPING WATER, NEBRASKA  
 ANALYSIS OF ACCOUNTS WITH CASS COUNTY TREASURER  
 MODIFIED CASH BASIS (UNAUDITED)  
 FOR THE YEAR ENDED AUGUST 31, 2024

	General Fund	Special Building Fund	Bond Fund	Qualified Capital Purpose Undertaking Fund
FUND BALANCES, beginning of year	<u>986,504</u>	<u>(33)</u>	<u>177,240</u>	<u>11,202</u>
RECEIPTS				
Taxes collected and interest	4,056,530	42	690,606	54,541
Carline Tax	3,431		578	47
Public Power District sales tax	43,573		7,346	594
Motor vehicle taxes	216,210			
County fines and licenses	26,200			
Homestead exemption	68,870		11,610	938
Property tax credit	282,261		47,584	3,845
Pro-rate motor vehicle	10,428			135
Total receipts	<u>4,707,503</u>	<u>42</u>	<u>757,724</u>	<u>60,100</u>
TOTAL AVAILABLE RESOURCES	<u>5,694,007</u>	<u>9</u>	<u>934,964</u>	<u>71,302</u>
DISBURSEMENTS				
District treasurer	4,661,814	9	764,259	57,521
County treasurer commission	40,558		6,888	545
Total disbursements	<u>4,702,372</u>	<u>9</u>	<u>771,147</u>	<u>58,066</u>
FUND BALANCES, end of year	<u>991,635</u>	<u>-</u>	<u>163,817</u>	<u>13,236</u>



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Education  
Weeping Water Public Schools District No. 22  
Weeping Water, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska, as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's basic financial statements, and have issued our report thereon dated November 1, 2024.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control. Accordingly, we do not express an opinion on the effectiveness of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to

prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable

possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and responses as item 2024-001 that we consider to be a significant deficiency.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and responses as 2024-002.

## **Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's Responses to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's responses to the findings identified in our audit and described in the accompanying schedule of findings and responses. Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's responses were not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on the responses.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Weeping Water Public Schools District No. 22,

Weeping Water, Nebraska's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Forward CPA, LLC*

Omaha, Nebraska  
November 1, 2024

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
SCHEDULE OF FINDINGS AND RESPONSES  
FOR THE YEAR ENDED AUGUST 31, 2024

2024-001: SEGREGATION OF DUTIES

Criteria

Internal controls should be in place to ensure proper segregation of duties.

Condition

Due to the size of the District, there is limited segregation of duties over accounting functions. The same individual routinely reconciles the bank statements, makes journal entries, and manages the general ledger functions. There is a lack of segregation of duties within the cash receipts and cash disbursements functions. Administrative personnel have access to cash receipts, preparing checks, recording the transactions, and making deposits.

Cause

The District has a limited number of personnel involved in the accounting functions.

Potential Effect

Inadequate segregation of duties could lead to the misappropriation of assets, unauthorized transactions, or improper reporting.

Recommendation

We recommend that the District continue to monitor and evaluate its internal controls with the use of limited personnel and to provide as much segregation of duties as determined to be feasible within its operations.

District's Response

The District, within the constraints of existing time and cost considerations, will continue to review the situation and make improvements as deemed appropriate.

WEeping WATER PUBLIC SCHOOLS DISTRICT NO. 22  
WEeping WATER, NEBRASKA  
SCHEDULE OF FINDINGS AND RESPONSES  
FOR THE YEAR ENDED AUGUST 31, 2024

2024-002: BUDGET COMPLIANCE

Criteria

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total expenditures for each fund may not exceed the total budgeted expenditures.

Condition

As explained in Note 3 to the financial statements, expenditures exceeded budgeted expenditures as follows: General Fund \$267,336, Activities Fund \$32,648, Bond Fund \$1,424, Qualified Capital Purpose Undertaking Fund \$11,226, and Student Fee Fund \$3,444.

Cause

Management did not amend the budget to allow for an increase in expenditures in excess of the original budget.

Effect

This is a violation of state law.

Recommendation

Management should amend the budget document before funds are expended in excess of appropriated expenditures.

District's Response

The District will compare and review the budgeted amounts and amend future budget documents, if required.



November 1, 2024

Kevin Reiman, Superintendent and Board of Education  
Weeping Water Public Schools District No. 22  
204 West O  
Weeping Water, NE 68463

In planning and performing our audits of the financial statements of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska for the year ended August 31, 2024, in accordance with auditing standards generally accepted in the United States of America and the standards applicable for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered Weeping Water Public Schools District No. 22, Weeping Water, Nebraska's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The items below are our comments and suggestions regarding those matters. A separate report dated November 1, 2024, contains our communication on material weaknesses and significant deficiencies in the District's internal control. This letter does not affect our report dated November 1, 2024, on the financial statements of Weeping Water Public Schools District No. 22, Weeping Water, Nebraska.

#### Signature Stamp

The Business Manager has access to the signature stamps of individuals authorized to sign District checks. We recommend that signature stamps be kept in the custody of the authorized signers. An unauthorized disbursement could be initiated as the same individual is responsible for general ledger functions and bank reconciliations.

#### Board Claims

Activities Fund bills were not included in the bill list in the minutes for approval at the monthly meetings. All payments in all funds should be approved by the Board. If approved after the fact, this should be documented in the minutes. Prior to the Board approving payments, we recommend that a member of the Board review each claim to be paid. This review should include comparing the payee and check amount to supporting invoices. Checks that are not supported by detailed invoices or receipts should not be paid.

District Response

The District is committed to improving its internal controls and processes. We will implement measures to keep signature stamps in the custody of authorized signers and have all payments in all funds approved by the Board. These actions will help strengthen our financial management practices, and we will continue to review and enhance our procedures to safeguard our assets and ensure compliance with applicable regulations.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various District personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, the Board of Education, others within the District, the State of Nebraska Auditor of Public Accounts, and the Nebraska Department of Education, and is not intended to be, and should not be, used by anyone other than these specified parties.

Yours truly,

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

ABBY JANZING, CPA  
For the Firm

e-mail: [abby@forward-cpa.com](mailto:abby@forward-cpa.com)

---

## Annual Financial Report Review by NDE is complete

1 message

---

**stephanie.degroot@nebraska.gov** <stephanie.degroot@nebraska.gov>  
To: kreiman@weepingwaterps.org

Thu, Nov 14, 2024 at 3:33 PM

School District: **WEeping WATER PUBLIC SCHOOLS**

District Number: **13-0022-000**

Fiscal Year: **20232024**

The NDE review of the Annual Financial Reports is complete. No changes were made. The Annual Financial Reports will be available on the Finance and Organization website.

If you have questions regarding the information contained in the 2023/24 Annual Financial Report, please contact Stephanie DeGroot at 402-269-4109 or [stephanie.degroot@nebraska.gov](mailto:stephanie.degroot@nebraska.gov).

This submission was made by [sweinmaster@weepingwaterps.org](mailto:sweinmaster@weepingwaterps.org)

---

## Renewal of contract

---

**Michele W** <michelew@emofomaha.com>  
To: Kevin Reiman <kreiman@weepingwaterps.org>  
Cc: "chrisnano2016@gmail.com" <chrisnano2016@gmail.com>

Tue, Oct 22, 2024 at 4:19 PM

Kevin,

Chris and I have been working on numbers all afternoon. I did realize that the reason Sept was so high is because it was for five weeks (our weeks are dated by the Monday date) and we are billing you by the week.

Regarding a proposal for the next year, we would be willing to adjust our scale as follows:

Adjusting our schedule to 112 hrs/week (2 people at 40hrs each and additional tech(s) at combined 27hrs)

- 50 hrs at \$1425
  - 51-85 hrs at \$40/hr so \$1400
  - 86+hrs at \$50/hr so \$1350
- 
- Totals \$4175/wk or \$16700/mth (4wk)

Does this feel more doable? Let me know what you think. I am willing to adjust the scale immediately (not waiting until the current contract ends) if you can get it approved.

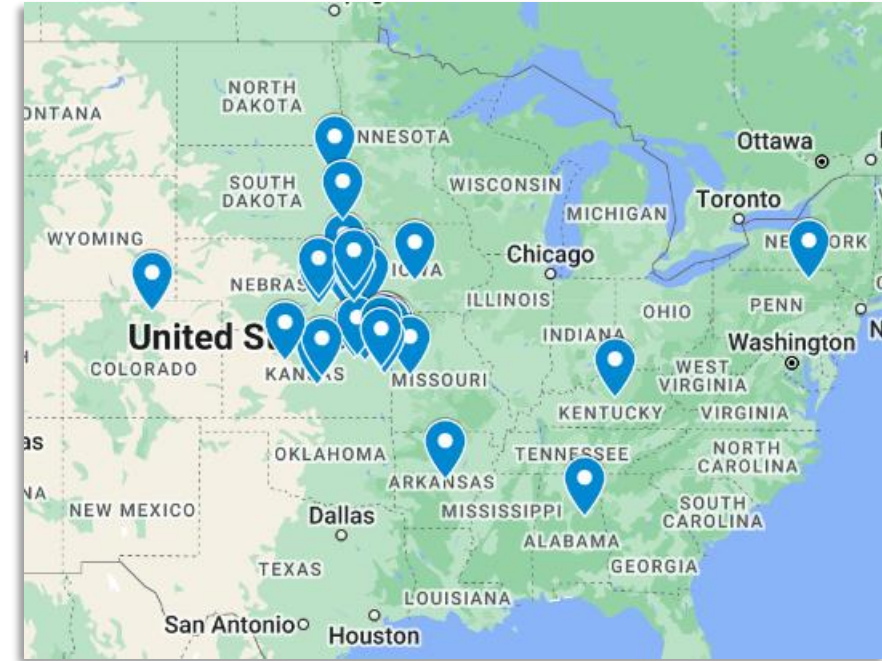
Let me know . . . and thank you so much for the opportunity.

[Quoted text hidden]



## Facility Services

- Custodial
- Maintenance
- Grounds
- Kitchen Support
- Special Projects
- Painting
- Floor Restoration
- Concrete Coatings
- Energy Assessments



## Leadership



Michael D. Weatherl  
President



Kelly Wavada  
Executive Vice President



Paul Cadwallader  
V.P. of Facility Services



Rich Edmonds  
Director of Operations



Vanessa Zuniga  
Regional Manager



Doddie Sumrall  
Regional Manager



Kim Mobley  
Controller

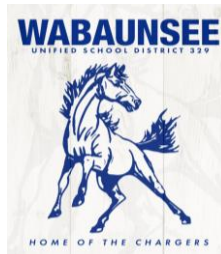


Hailey Thomas  
Office Manager

# THE COMPANY WE KEEP...



VA U.S. Department of Veterans Affairs



# WEeping WATER PUBLIC SCHOOLS PRICING REVIEW

PREPARED FOR: KEVIN REIMAN, SUPERINTENDENT

SERVICES: CUSTODIAL SERVICES

LOCATIONS: K-12

PRICING: 12 MONTH CONTRACT 4 FTE'S \$ 17,046 PER MONTH – 1 DAY & 3 NIGHT CUSTODIANS

PRICING INCLUDES ALL LABOR, BENEFITS, PAYROLL, TAXES, INSURANCE, AND SUPERVISION. CLEANING PRODUCTS, EQUIPMENT, AND CONSUMABLE PRODUCTS ARE AVAILABLE AT SEPARATE PRICING.

PREPARED BY: PAUL CADWALLADER  
VICE PRESIDENT  
402-278-0004  
PCADWALLADER@AGTAC.COM

REGIONAL MANAGER: VANE ZUNIGA

DIRECTOR OF OPERATIONS: RICH EDMONDS



# OPERATIONS SPOTLIGHT



WinTeam

- Time & Attendance
- Time-Keeping System
  - Web
  - App
  - Phone
- Geo Fence
- Schedule Exchange
- Labor Allocation
- Customized Reporting



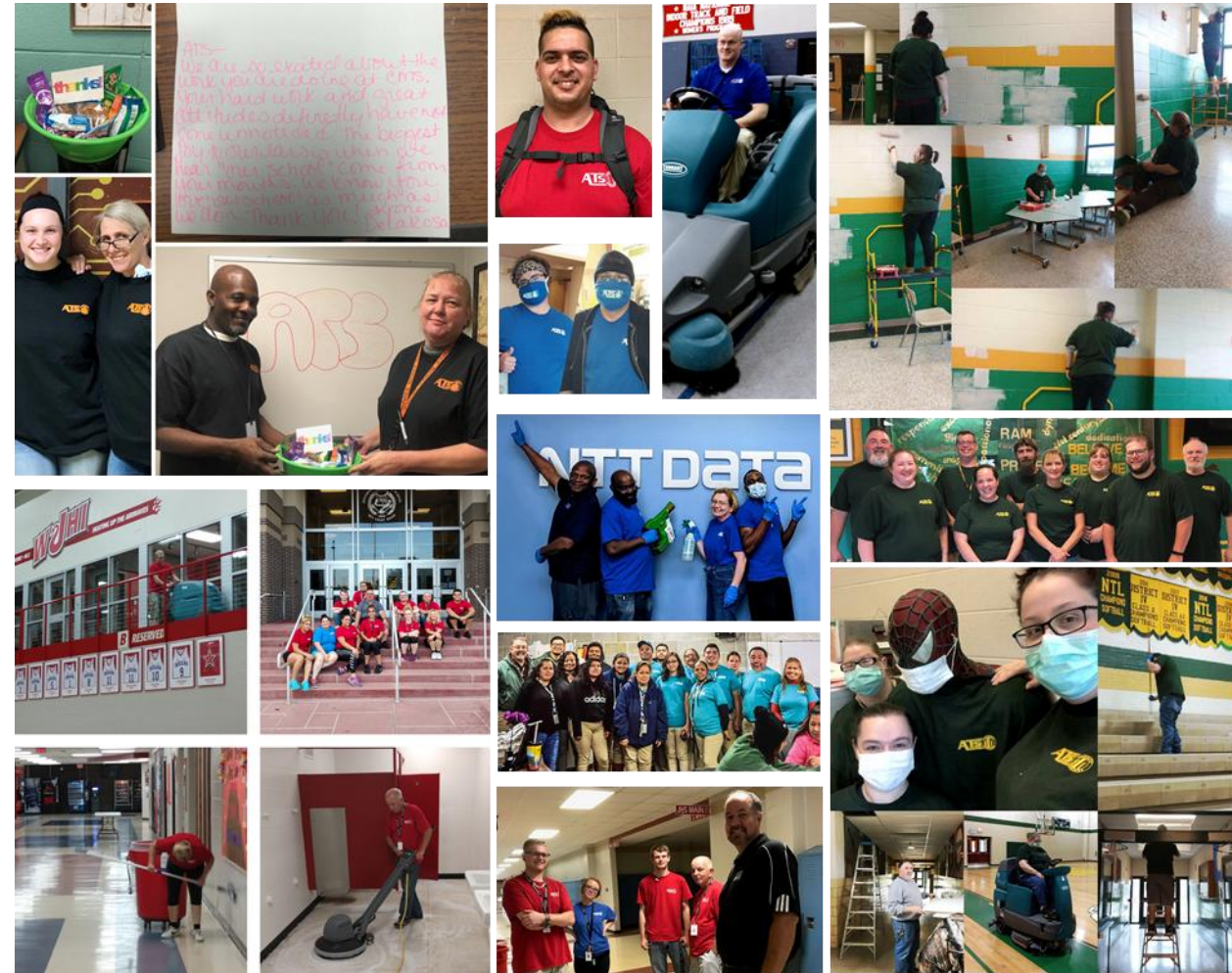
- On-Line Training Modules
- In-Service Training
- Job Tasks & Tools
- Safety Training
- Orientation
- Customer Service
- Policies and Procedures
- Disinfection Process
- English and Spanish



- Automated Communication
- Work Order Status
- Inventory Management
- Inspection Program
- Planning & Scheduling
- Web based & 24/7 access
- Process Improvement
- Employee Training Tracking
- Customized Reporting

# WHY ATS...

- ATS Core Values
  - Integrity
  - Dependability
  - Respect
- Training, Quality & Management Platforms
- Customized Contracts
- Uniforms – Client’s School Colors
- Team Members empowered to say “YES”
- Give Back Programs
- Everyone is Hired Locally
- Cost Savings and/or Cost Neutral
- Regional Support
- 100% Staffing & Billing Transparency





# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 18<sup>th</sup> day of November in the year 2024  
*(In words, indicate day, month and year.)*

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

Cass County School District 13-0022, commonly known as  
Weeping Water Public School  
204 West O St.  
Weeping Water, NE 68463  
(402) 267-2445

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

Clark & Enersen, Inc.  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508  
(402) 477-9291

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

HVAC Improvement Project  
Weeping Water Public School  
204 West O St.  
Weeping Water, NE 68463

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Option 3 in the Weeping Water Public Schools Mechanical Study dated March 29, 2024, prepared by the Architect

§ 1.1.2 The Project's physical characteristics:

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

Replace the outdoor heat pumps with indoor water-cooled heat pumps that will tie into a new geothermal well field or fluid cooler. The indoor heat pump modules will need to be located near the heating and cooling zones that they are serving via a closet or storage space transitioned into a mechanical room. There are several areas of opportunity for this approach.

Construction of a properly-sized geothermal well field will be incorporated into the school. It is estimated that to accommodate the capacity of the VRV equipment installed at the Owner's facility, an estimated 180 wells, approximately 300' deep, will be required on 20' spacing. Further calculations and design analysis are required to finalize these assumptions. The wells could be located in the parking lots or the football field east of the school, with piping bored underground to the school.

Water-cooled heat pumps will have an ASHRAE median life expectancy of at least 19–25 years.

**§ 1.1.3** The Owner’s budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

\$4,700,000

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

.1 Design phase milestone dates, if any:

Design Complete by \_\_\_\_\_, 2025

.2 Construction commencement date:

\_\_\_\_\_

.3 Substantial Completion date or dates:

\_\_\_\_\_

.4 Other milestone dates:

General Contractor Bidding in \_\_\_\_\_ 20\_\_

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

A traditional design-bid-build project delivery method.

**§ 1.1.6**  
(Paragraphs deleted)  
**Intentionally deleted.**

**§ 1.1.6.1 Intentionally deleted.**

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

Superintendent  
Weeping Water Public School  
204 West O St.  
Weeping Water, NE 68463  
(402) 267-2445

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

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

.1 Geotechnical Engineer:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 16:25:50 ET on 11/12/2024 under Order No.4104251597 which expires on 03/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1128818745)

**.2** Civil Engineer:

**.3** Other, if any:

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

The following tasks/consulting work is outside the scope of the Architect's Basic Services (and the compensation for such tasks/consulting work is not included within the Architect's fee as provided in Section 11.1) under this Agreement: Site Topographic Survey, Geotechnical Investigation, and Well Drilling and Testing (e.g., thermal conductivity test).

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

Tim Ripp, AIA  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508  
(402) 477-9291  
tim.ripp@clarkensersen.com

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

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1**

*(Paragraphs deleted)*

Structural, Mechanical, and Electrical Engineer Services will all be provided by the Architect.

**.2**

*(Paragraphs deleted)*

**§ 1.1.11.2** Consultants retained under Supplemental Services:

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

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

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

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 2.1.1 The Architect hereby represents that it (and the individual architects and engineers it employs on this Project) are licensed to practice Architecture (or Engineering, as the case may be) as required by law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

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

§ 2.5 Insurance The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes serves to the Owner arising from or related to the Project.

§ 2.5.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

**§ 2.5.2 Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 2.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.**

**§ 2.5.3 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.**

**§ 2.5.4 Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.**

**§ 2.5.5 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 2.5.1, 2.5.2, and 2.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.**

**§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.**

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 2.5.1, 2.5.2, and 2.5.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ 2.5.9** The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.5, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

**§ 2.5.10** The Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right, but not necessarily the obligation, to require a proper form of collateral for any such large deductible or self-insured retention. The Architect has disclosed to Owner that the Architect's professional liability coverage (as required by section 2.5.6 above) has a deductible in the amount of \$100,000.

**§ 2.5.11** The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

**§ 2.5.12** Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.5 a material breach of the Architect's obligations under this Agreement.

**§ 2.5.13** All of the coverage limits stated in this Section 2.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

**§ 2.5.14** The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect will provide all professional services necessary for the complete design, bidding, construction documentation, and construction administration of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the

requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

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

§ 3.1.2 The Architect shall be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

§ 3.1.5 The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with industry standards, and such failure is not due to the Contractor's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

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

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

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

### § 3.3 Design Development Phase Services

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

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

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

§ 3.3.4 **Pre-Bond Design.** Without limiting the Architect's obligations hereunder, the Architect shall cause the Design Development Phase to reach a level to develop an accurate Opinion of Cost such that the Owner can set an accurate bond amount.

**§ 3.3.5 Pre-Bond Support / Community Engagement.** Without limiting the Architect's obligations hereunder, the Design Development Phase shall include pre-bond support and community engagement including but not necessarily limited to the following:

- .1 Provide support to the Owner on project costs;
- .2 Meet with community stakeholder groups to provide information about the project; and
- .3 Work with the Owner's staff to get information about the project on the Owner's website, news releases, mailings, flyers, etc.

### **§ 3.4 Construction Documents Phase Services**

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

**§ 3.4.2** The Architect shall prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

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

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

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

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

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

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

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

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

### § 3.5.3 Negotiated Proposals

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

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

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

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

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.

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

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

#### § 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not

to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

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

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

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

### **§ 3.6.4 Submittals**

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall provide written notice to the Owner of a minor change in the Work as soon as practicable after authorizing the minor change. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Owner may request other Supplemental Services of the Architect. Supplemental Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect’s belief that the services requested are Supplemental Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested. *(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<i>(Rows deleted)</i>	
§ 4.1.1.1 Tenant-related services	Not provided
<i>(Rows deleted)</i>	
§ 4.1.1.2 Commissioning	Not provided
§ 4.1.1.3 Sustainable Project Services	Not provided
<i>(Row deleted)</i>	
§ 4.1.1.4 Fast-track design services	Not provided
<i>(Row deleted)</i>	
§ 4.1.1.5 Historic preservation	Not provided
§ 4.1.1.6 Furniture, furnishings, and equipment design	Not provided

*(Rows deleted)*

**§ 4.1.2 Description of Supplemental Services**

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

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

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

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

*(Paragraph deleted)*

**§ 4.2 Architect’s Additional Services**

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

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

(Paragraphs deleted)

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

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

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

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

§ 5.7 Intentionally deleted.

§ 5.8 The Architect shall coordinate its Services and those of its Consultants with services provided by the Owner.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

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

## ARTICLE 6 COST OF THE WORK

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

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

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

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents shall be without additional compensation.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 7.2 If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

§ 7.3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

*(Paragraphs deleted)*

## ARTICLE 8 CLAIMS AND DISPUTES

*(Paragraphs deleted)*

§ 8.1 The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting

any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

**§ 8.2** Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

*(Paragraphs deleted)*

**§ 9.1** The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

**§ 9.2** Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

**§ 9.3** If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

**§ 9.4** This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

**§ 9.5** This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

**§ 9.6** In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the laws of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended, unless a contrary definition is set forth or inferable from this Agreement.

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

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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

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

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. The Architect's materials shall not include the Owner's confidential or proprietary information and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute between the parties. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

**§ 10.10** The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 10.11** The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

**§ 10.12** The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a

delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

### **§ 10.13 Indemnification**

**§ 10.13.1** To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

**§ 10.13.2** The indemnification obligation under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 10.14** In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

**§ 10.15** The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

**§ 10.16** The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**§ 10.17** Architect's federal employer identification number is: 47-0468669.

**§ 10.18** The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

**§ 10.19** When present on Owner's property, Architect and its employees and subcontractors or anyone directly or

indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

#### **§ 10.20 Intentionally Omitted**

**§ 10.21** The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

**§ 10.22** The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Tim Ripp, AIA – Director of Architecture, Director of Construction Administration. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

### **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services, the Owner shall compensate the Architect as follows:

*(Paragraphs deleted)*

The lesser of either (1) a fixed fee in the amount of Three Hundred Eighteen Thousand Four Hundred Ninety-Four Dollars (\$318,494), or (2) Eight Percent (8%) of the Project Construction Costs.

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

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Clark & Enersen Hourly Billing Rates (Exhibit A)

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

*(Insert amount of, or basis for, compensation.)*

See Clark & Enersen Hourly Billing Rates (Exhibit A)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.  
*(Paragraphs deleted)*

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

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

Notwithstanding the foregoing, all fees for all of the Architect’s efforts for the pre-bond design, the pre-bnd support and community engagement, and work necessary to cause the design, bidding, and construction administration to reach the Design Development Phase, shall be billed on an hourly basis not to exceed the total sum of \$111,473.

§ 11.6 Intentionally deleted.

*(Paragraph deleted)*

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

See Clark & Enersen Hourly Billing Rates (Exhibit A)

Employee or Category	Rate (\$0.00)
----------------------	---------------

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Intentionally omitted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally omitted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally omitted;
- .9 Intentionally omitted;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, except as otherwise provided in this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants.

*(Paragraphs deleted)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable

*(Paragraphs deleted)*

thirty (30) days following the Architect's presentation to the Owner of the Architect's invoice, provided that such invoice is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 11.10.2.2** Intentionally omitted.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

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

**§ 12.1** The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

**§ 12.2** Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

**§ 12.3** The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

**§ 12.4** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:25:50 ET on 11/12/2024 under Order No.4104251597 which expires on 03/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

**User Notes:**

(1128818745)

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

.2

*(Paragraphs deleted)*

AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner;

.3 Exhibits:

*(Paragraphs deleted)*

Exhibit A – Clark & Enersen Hourly Billing Rates

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



\_\_\_\_\_  
**OWNER** *(Signature)*

Superintendent Kevin Reiman  
Weeping Water Public School

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Tim Ripp, AIA, Senior Principal  
Clark & Enersen, Inc.

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

# **Additions and Deletions Report for** **AIA® Document B101® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:25:50 ET on 11/12/2024.

## **PAGE 1**

**AGREEMENT** made as of the 18<sup>th</sup> day of November in the year 2024

...

Cass County School District 13-0022, commonly known as  
Weeping Water Public School  
204 West O St.  
Weeping Water, NE 68463  
(402) 267-2445

...

Clark & Enersen, Inc.  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508  
(402) 477-9291

...

HVAC Improvement Project  
Weeping Water Public School  
204 West O St.  
Weeping Water, NE 68463

## **PAGE 2**

Option 3 in the Weeping Water Public Schools Mechanical Study dated March 29, 2024, prepared by the Architect

...

Replace the outdoor heat pumps with indoor water-cooled heat pumps that will tie into a new geothermal well field or fluid cooler. The indoor heat pump modules will need to be located near the heating and cooling zones that they are serving via a closet or storage space transitioned into a mechanical room. There are several areas of opportunity for this approach.

Construction of a properly-sized geothermal well field will be incorporated into the school. It is estimated that to accommodate the capacity of the VRV equipment installed at the Owner's facility, an estimated 180 wells, approximately 300' deep, will be required on 20' spacing. Further calculations and design analysis are required to finalize these assumptions. The wells could be located in the parking lots or the football field east of the school, with piping bored underground to the school.

Water-cooled heat pumps will have an ASHRAE median life expectancy of at least 19–25 years.

## **PAGE 3**

\$4,700,000

...

Design Complete by \_\_\_\_\_, 2025

...

\_\_\_\_\_

...

\_\_\_\_\_

...

General Contractor Bidding in \_\_\_\_\_ 20\_\_

...

A traditional design-bid-build project delivery method.

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

**Intentionally deleted.**

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

...

Superintendent  
Weeping Water Public School  
204 West O St.  
Weeping Water, NE 68463  
(402) 267-2445

**PAGE 4**

The following tasks/consulting work is outside the scope of the Architect's Basic Services (and the compensation for such tasks/consulting work is not included within the Architect's fee as provided in Section 11.1) under this Agreement: Site Topographic Survey, Geotechnical Investigation, and Well Drilling and Testing (e.g., thermal conductivity test).

...

Tim Ripp, AIA  
1010 Lincoln Mall, Suite 200  
Lincoln, Nebraska 68508  
(402) 477-9291  
tim.ripp@clarkensers.com

...

**.1 Structural Engineer:**

Structural, Mechanical, and Electrical Engineer Services will all be provided by the Architect.

**.2 Mechanical Engineer:**

**.3 Electrical Engineer:**

...

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

**PAGE 5**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect ~~represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.~~ will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner’s responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

**§ 2.1.1** The Architect hereby represents that it (and the individual architects and engineers it employs on this Project) are licensed to practice Architecture (or Engineering, as the case may be) as required by law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing

Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

...

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

...

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. **Insurance** The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

**§ 2.5.1** Commercial General Liability insurance written on an occurrence form with policy limits of not less than (\$ —) for each occurrence and (\$ —) in the aggregate for bodily injury and property damage. One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than (\$ —) per accident One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, vehicles specified in this Section 2.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.5.4 ~~Workers' Compensation at statutory limits.~~Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.5.5 ~~Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 2.5.1, 2.5.2, and 2.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~polices~~ policies for Commercial General Liability and Automobile ~~Liability~~ Liability, including without limitation the insurance required by sections 2.5.1, 2.5.2, and 2.5.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this ~~Section 2.5.~~Section 2.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 2.5.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.5, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has

been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 2.5.10 The Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right, but not necessarily the obligation, to require a proper form of collateral for any such large deductible or self-insured retention. The Architect has disclosed to Owner that the Architect's professional liability coverage (as required by section 2.5.6 above) has a deductible in the amount of \$100,000.

§ 2.5.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 2.5.12 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.5 a material breach of the Architect's obligations under this Agreement.

§ 2.5.13 All of the coverage limits stated in this Section 2.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 2.5.14 The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

**PAGE 7**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Architect will provide all professional services necessary for the complete design, bidding, construction documentation, and construction administration of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

**PAGE 8**

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve

any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

...

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

**§ 3.1.5** The Architect shall ~~contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project.~~ The Architect shall respond to applicable design requirements imposed by those authorities and entities represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with industry standards, and such failure is not due to the Contractor's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

**PAGE 9**

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

...

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

...

**§ 3.3.4 Pre-Bond Design.** Without limiting the Architect's obligations hereunder, the Architect shall cause the Design Development Phase to reach a level to develop an accurate Opinion of Cost such that the Owner can set an accurate bond amount.

**§ 3.3.5 Pre-Bond Support / Community Engagement.** Without limiting the Architect's obligations hereunder, the Design Development Phase shall include pre-bond support and community engagement including but not necessarily limited to the following:

- .1 Provide support to the Owner on project costs;

- .2 Meet with community stakeholder groups to provide information about the project; and
- .3 Work with the Owner's staff to get information about the project on the Owner's website, news releases, mailings, flyers, etc.

**PAGE 10**

~~§ 3.4.2 The Architect shall incorporate the design prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~Project.

...

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

**PAGE 11**

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

...

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend Construction, as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.~~

...

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

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

**PAGE 12**

~~§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the~~

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

**PAGE 13**

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

**§ 3.6.4.4** ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

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

**PAGE 14**

**§ 4.1.1** ~~The services~~ Additional Services listed below are not included in Basic Services but may be required for the Project. ~~The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~ Owner may request other Supplemental Services of the Architect. Supplemental Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Supplemental Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.

...

<del>§ 4.1.1.1</del> Programming	
<del>§ 4.1.1.2</del> Multiple preliminary designs	
<del>§ 4.1.1.3</del> Measured drawings	
<del>§ 4.1.1.4</del> Existing facilities surveys	
<del>§ 4.1.1.5</del> Site evaluation and planning	
<del>§ 4.1.1.6</del> Building Information Model management responsibilities	

<del>§ 4.1.1.7</del> Development of Building Information Models for post construction use	
<del>§ 4.1.1.8</del> Civil engineering	
<del>§ 4.1.1.9</del> Landscape design	
<del>§ 4.1.1.10</del> Architectural interior design	
<del>§ 4.1.1.11</del> Value analysis	
<del>§ 4.1.1.12</del> Detailed cost estimating beyond that required in Section 6.3	
<del>§ 4.1.1.13</del> On-site project representation	
<del>§ 4.1.1.14</del> Conformed documents for construction	
<del>§ 4.1.1.15</del> As-designed record drawings	
<del>§ 4.1.1.16</del> As-constructed record drawings	
<del>§ 4.1.1.17</del> Post-occupancy evaluation	
<del>§ 4.1.1.18</del> Facility support services	
<del>§ 4.1.1.19</del> <del>§ 4.1.1.1</del> Tenant-related services	<u>Not provided</u>
<del>§ 4.1.1.20</del> Architect's coordination of the Owner's consultants	
<del>§ 4.1.1.21</del> Telecommunications/data design	
<del>§ 4.1.1.22</del> Security evaluation and planning	
<del>§ 4.1.1.23</del> <del>§ 4.1.1.2</del> Commissioning	<u>Not provided</u>
<del>§ 4.1.1.3</del> Sustainable Project Services	<u>Not provided</u>
<del>§ 4.1.1.24</del> Sustainable Project Services pursuant to Section 4.1.3	
<del>§ 4.1.1.25</del> <del>§ 4.1.1.4</del> Fast-track design services	<u>Not provided</u>
<del>§ 4.1.1.26</del> Multiple bid packages	
<del>§ 4.1.1.27</del> <del>§ 4.1.1.5</del> Historic preservation	<u>Not provided</u>
<del>§ 4.1.1.28</del> <del>§ 4.1.1.6</del> Furniture, furnishings, and equipment design	<u>Not provided</u>
<del>§ 4.1.1.29</del> Other services provided by specialty Consultants	
<del>§ 4.1.1.30</del> Other Supplemental Services	

...

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

PAGE 15

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

- ~~1~~ Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- ~~2~~ Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 — Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 — Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 — Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 — Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 — Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 — Evaluation of the qualifications of entities providing bids or proposals;
- .10 — Consultation concerning replacement of Work resulting from fire or other cause during construction; or;
- .11 — Assistance to the Initial Decision Maker, if other than the Architect, authorization.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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

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

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

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

...

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

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

...

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

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous ~~materials~~ materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and ~~interests~~ interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

PAGE 16

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

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5.~~ may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by ~~the Architect,~~ the Architect as part of the Basic Services, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over

the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**PAGE 17**

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise Work, the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project, hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due

pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

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

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

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

## **§ 8.1 General**

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

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

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

*(Check the appropriate box.)*

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

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

### **§ 8.3 Arbitration**

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

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

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

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

### **§ 8.3.4 Consolidation or Joinder**

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

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

§ 8.1 The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

§ 8.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

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

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

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

.1 — Termination Fee:

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

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

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

§ 9.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

§ 9.2 Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction~~ Construction, as amended, unless a contrary definition is set forth or inferable from this Agreement.

**PAGE 19**

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. ~~However, the~~ The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information ~~after 7 days' notice to the other party,~~ when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any ~~dispute.~~ dispute between the parties. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

...

**§ 10.10** The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 10.11** The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

**§ 10.12** The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

### **§ 10.13 Indemnification**

**§ 10.13.1** To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.2 The indemnification obligation under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 10.14 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

§ 10.15 The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

§ 10.16 The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 10.17 Architect's federal employer identification number is: 47-0468669.

§ 10.18 The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 10.19 When present on Owner's property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 10.20 Intentionally Omitted

§ 10.21 The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous

materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

**§ 10.22** The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Tim Ripp, AIA – Director of Architecture, Director of Construction Administration. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect’s proposed replacement Project Team member(s) for the Owner’s approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner’s rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

.1 — Stipulated Sum  
 ——— (Insert amount)

.2 — Percentage Basis  
 ——— (Insert percentage value)

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

.3 — Other  
 ——— (Describe the method of compensation)

The lesser of either (1) a fixed fee in the amount of Three Hundred Eighteen Thousand Four Hundred Ninety-Four Dollars (\$318,494), or (2) Eight Percent (8%) of the Project Construction Costs.

**PAGE 21**

See Clark & Enersen Hourly Billing Rates (Exhibit A)

...

See Clark & Enersen Hourly Billing Rates (Exhibit A)

**PAGE 22**

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

*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

Architect.

...

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	)	%)
Design Development Phase	<u>twenty-five</u>	percent (	<u>25</u>	)	%)
Construction Documents Phase	<u>thirty-five</u>	percent (	<u>35</u>	)	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	)	%)
Construction Phase	<u>twenty-five</u>	percent (	<u>25</u>	)	%)

...

Notwithstanding the foregoing, all fees for all of the Architect's efforts for the pre-bond design, the pre-bnd support and community engagement, and work necessary to cause the design, bidding, and construction administration to reach the Design Development Phase, shall be billed on an hourly basis not to exceed the total sum of \$111,473.

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

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

...

See Clark & Enersen Hourly Billing Rates (Exhibit A)

...

- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;Intentionally omitted;
- ~~.3~~ Permitting and other fees required by authorities having jurisdiction over the ~~Project;~~Project except as otherwise provided in this Agreement;
- ...
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;Intentionally omitted;
- ...
- ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;Intentionally omitted;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;Intentionally omitted;
- ~~.10~~ Site office expenses; and
- ~~.11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12~~ Other similar Project-related expenditures.Objective, except as otherwise provided in this Agreement.

~~§ 11.8.2~~ For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred.consultants.

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

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

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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

~~—%—~~ thirty (30) days following the Architect's presentation to the Owner of the Architect's invoice, provided that such invoice is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ Intentionally omitted.

...

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§ 12.2 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

§ 12.3 The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

§ 12.4 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

...

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect ~~Architect, as amended by Owner;~~
- .2 Building Information Modeling Exhibit, if completed;

3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

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

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)* AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by Owner;

3 Exhibits:

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

Exhibit A – Clark & Enersen Hourly Billing Rates

...

Superintendent Kevin Reiman  
Weeping Water Public School

Tim Ripp, AIA, Senior Principal  
Clark & Enersen, Inc.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:25:50 ET on 11/12/2024 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

<b>Senior Principal</b>		<b>Architectural Principal</b>		<b>Engineering Principal</b>		<b>Landscape Architect (PLA)</b>	
Berg	\$ 350	Hier	\$ 250	Adams	\$ 275	Minert	\$ 140
Chadwick	\$ 350	Keele	\$ 250	Beecher	\$ 275	Moline	\$ 140
Diederich	\$ 350	Stolte	\$ 250	Gergen	\$ 275	Simpson	\$ 140
Ripp, T.	\$ 350	Thomas, B.	\$ 250	Kent	\$ 275	Small	\$ 140
Schirmer	\$ 350			Walter	\$ 275	Sundine	\$ 140
Stepp	\$ 350	<b>Senior Architect (AIA)</b>		<b>Senior Engineer (PE)</b>		<b>Landscape Architecture Staff</b>	
Wise	\$ 350	Eppenbach	\$ 220	Boyle	\$ 225	Berck	\$ 125
		Lago	\$ 220	Davison	\$ 225	Essink	\$ 125
<b>Senior Principal /</b>		Ratzlaff	\$ 220	Jenkins	\$ 225	Harris	\$ 125
<b>Senior Laboratory Planner</b>		Stewart	\$ 220	Mahoney	\$ 225	Pope	\$ 125
Lattig, G.	\$ 450	Watkins	\$ 220	McKie	\$ 225	Ramage	\$ 125
				Niemann	\$ 225		
<b>Interior Designer Principal</b>		<b>Senior Architectural Designer</b>		Onnen	\$ 225	<b>Administrative and IT Assistant</b>	
Munster	\$ 240	Huettner	\$ 225	Wilson	\$ 225	Anderson, K.	\$ 85
						Bullington	\$ 85
<b>Senior Interior Designer</b>		<b>Architect (AIA)</b>		<b>Engineer (PE)</b>		Claridge	\$ 85
Lamb	\$ 200	Albrecht	\$ 175	Alba	\$ 190	Finley	\$ 85
Rock	\$ 200	Anderson, A.	\$ 175	Allen	\$ 190	Kreikemeier	\$ 85
		Barrett	\$ 175	Boyer	\$ 190	Krueger	\$ 85
<b>Interior Designer</b>		Comerford	\$ 175	Cassel	\$ 190	Page	\$ 85
Frana	\$ 130	Glawatz	\$ 175	Denton	\$ 190	Stansberry	\$ 85
Nikki	\$ 130	Hiltgen	\$ 175	Embers	\$ 190	Sutton	\$ 85
Spale	\$ 130	Janiak	\$ 175	Hoops	\$ 190		
		Kendall	\$ 175	Matt	\$ 190	<b>Business Development</b>	
<b>Interior Design Staff</b>		Kulseth	\$ 175	Ratzki	\$ 190	Beane	\$ 210
Coolidge	\$ 105	McCracken	\$ 175	Richards	\$ 190	Groathouse	\$ 210
Beardsley	\$ 105	Overmiller	\$ 175	Ruel	\$ 190	Miller	\$ 210
Bruegman	\$ 105	Penning	\$ 175	Sharp	\$ 190	Murphy	\$ 210
Hinrichs	\$ 105	Pokojski	\$ 175	Sheikh	\$ 190		
		Rahn	\$ 175	Skillman	\$ 190	<b>Senior Marketing Staff</b>	
<b>Construction Administrator</b>		Roberts	\$ 175	Slattery	\$ 190	Koolen	\$ 175
Clay	\$ 180	Rogers	\$ 175	Speicher	\$ 190		
Hanna	\$ 180	Schafers	\$ 175	Summers	\$ 190	<b>Marketing Staff</b>	
Hartung	\$ 180	Shepard	\$ 175	Uhing	\$ 190	Compton	\$ 110
Metz	\$ 180	Stovall	\$ 175	Wilkinson	\$ 190	Dolson	\$ 110
Nickelson	\$ 180	Stoverink	\$ 175	Wroblewski	\$ 190	O'Neill	\$ 110
Nozik	\$ 180	Wagner	\$ 175			Ornduff	\$ 110
Ripp, M.	\$ 180	Wonder	\$ 175	<b>Senior Engineering Staff</b>			
Stull	\$ 180			Capek	\$ 160	<b>Graphic Designer</b>	
Riggan	\$ 180	<b>Senior Architectural Staff</b>		Danforth	\$ 160	Kottmeyer	\$ 105
Tankersley	\$ 180	Campbell	\$ 140	Krysl	\$ 160	Lorenz	\$ 105
		Dunn	\$ 140	Nelson	\$ 160		
<b>Construction Administration Staff</b>		Kelso	\$ 140	Preister	\$ 160	<b>Director of Business Administration</b>	
Lattig, M.	\$ 110	Michl	\$ 140	Pruter	\$ 160	Stover	\$ 205
<b>Director of Commissioning</b>		<b>Architectural Staff</b>		<b>Engineer</b>		<b>Director of Human Resources</b>	
Metschke	\$ 245	Barrell	\$ 115	Elkishawi	\$ 135	Merkel	\$ 165
		Cox	\$ 115	Evans	\$ 135		
<b>Commissioning Staff</b>		Davis	\$ 115	Huntwork	\$ 135	<b>Human Resources Generalist</b>	
Guerra	\$ 125	Eads	\$ 115	Kirchner	\$ 135	McCabe	\$ 105
McNorton	\$ 125	Flores	\$ 115	Leff	\$ 135		
		Fowler	\$ 115	Martin	\$ 135	<b>Director of Information Technology</b>	
<b>Building Performance Modeling</b>		Granger	\$ 115	Paswaters	\$ 135	Pierce	\$ 205
Korber	\$ 205	Hoferer	\$ 115	Schmitt	\$ 135		
		Jabbar	\$ 115	Swiatek	\$ 135	<b>Intern</b>	
<b>Design Technology Manager</b>		Kaufmann	\$ 115	Swift	\$ 135	Architecture	\$ 75
Warden	\$ 195	Rivard	\$ 115	Thomas, J.	\$ 135	Construction Administration	\$ 75
		Strayer	\$ 115	West	\$ 135	Engineering	\$ 75
<b>Specifications QA/QC</b>		Yarmolyuk	\$ 115	Weyeneth	\$ 135	Interior Design	\$ 75
Pavey	\$ 180			Widholm	\$ 135	Landscape Architecture	\$ 75
		<b>Senior Digital Experience Designer</b>		<b>Engineering Staff</b>			
		Park	\$ 250	Abram	\$ 110		
				Bowman	\$ 110		
		<b>Digital Experience Staff</b>		Creviston	\$ 110		
		Graverholt	\$ 140	DuSchene	\$ 110		
		Portenier	\$ 140	Muir	\$ 110		
				Winter	\$ 110		