

Shenandoah Community School District Board of Directors
Shenandoah Administration Board Room
October 14, 2024 – 5:00 p.m.
Regular Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Mason
 - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome To Audience
5. Public Forum
6. Administrative Report
 - a. Annual Report – Dr. Kerri Nelson
 - b. Hope Squad – Ty Ratliff
7. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests:

Contracts:

Shannah Alexander	Food Service	\$15.60/hr
Aaron Burdorf	MS Boys Basketball	\$2,935
Roy Nelson	JK-8 Associate	\$15.99/hr
Olivia Plowman	MS Cheer	\$1,258
Stephen Scamman	HS G Asst Basketball	\$4,068

Resignations:

Kyle Wallace	MS Weights	effective 12.31.24
	Asst. Track, Asst. Baseball, PT Custodian	effective immediately
 - d. Fundraising Requests
*on attached sheet
 - e. Grant Requests
*on attached sheet
 - f. Out of State Travel Requests
*on attached sheet
 - g. Early Graduation Requests (December 2024 pending all requirements are met):

Bailey Brown	Sylvia Hennings	Syriana Spann
Dayton Brown	Madilyn Hill	Megan Synacek
Anthony Gomez	Koryn Killerby	Lacey Williams
Marley Gray	Alexis Marsh	Carys Woolsey
Quintyn Gray	Jaykob Nelson	
8. Action Items
 - a. Approve Allowable Growth and Supplemental State Aid for Special Education Deficit in the amount of \$747,525.28

- b. Approve Remind App Quote
 - c. Approve Purchase of the West ½ of 211 W. Sheridan Ave from the City of Shenandoah for \$1.00
 - d. Approve Bid for Security Equipment with RHT Technologies LLC for \$249,377.20 (low bid)
 - e. Approve Snow Removal Bid
 - f. Approve C132-2019 Master SCSD Roof and HVAC Agreement
 - g. Approve Second Reading of Policies
 - i. 501.03 Compulsory Attendance
 - ii. Strike policy 501.9 Student Absences and related regulations
 - iii. 501.09 Chronic Absenteeism and Truancy
 - iv. Regulation 501.09 - R(1) Chronic Absenteeism and Truancy
 - h. Set Public Hearing Date for November 11, 2024 at 5:00 p.m. for the 2025-26 School Calendar
9. Discussion Item (possible action)
- a. IGNITE Staffing
10. Informational Items
- Next Regular Meeting – November 11, 2024 at 5:00 p.m.
11. Adjournment

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – September 9, 2024
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 5:00 pm.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Glenn Mason, Brent Twyman, Adam Van Der Vliet, and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett, and Board Secretary Lisa Holmes.

Mission Statement:

The SCSD Mission Statement was read by Director Wooten.

Welcome to Audience:

President Fichter welcomed everyone to the meeting.

Open Forum:

President Fichter read the rules for speaking during the open forum. There was no public comment.

Administrative Report – Chronic Absenteeism and Truancy:

Superintendent Dr. Kerri Nelson explained the changes in Iowa code regarding student absenteeism. There is a statewide coding system that will be used to decide if an absence is considered excused or unexcused with regard to chronic absenteeism and truancy.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, fundraising requests and out-of-state travel requests. Personnel Requests: Contracts: Devin Morelock, Sub Bus Driver; Sandra Schubert, PS Associate - \$15.99/hr; Jon Skillern, MS Girl's Wrestling - \$2,935. Resignations: Salena Colebank, PS Associate; Diane Davis, JK-8 Associate – effective 9.13.24; Jennifer Johnson, JK-8 Associate; Kerra Ratliff, Asst. Girl's Basketball; Olivia Swagel, Food Service. Motion to approve by Director Van Der Vliet, second by Director Mason. Motion carried unanimously.

Action Items:

Approve 2024-2025 Annual Irrigation Contract with Lawn World:

Motion to approve by Director Wooten, second by Director Van Der Vliet. Motion carried unanimously.

Approve 2024-25 APEX Consortium Agreement:

Motion to approve by Director Wooten, second by Director Van Der Vliet. Motion carried unanimously.

Approve First Reading of Policies 501.03 Compulsory Attendance, 501.09 Chronic Absenteeism and Truancy, 501.09-R(1) Chronic Absenteeism and Truancy, and Strike Policy 501.9 Student Absences and Related Regulations:

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

Approve Student/Parent Handbook Amendment:

There are two sections (absence and attendance) that have been affected by the new absenteeism policy that need to be amended. Motion to approve by Director Wooten, second by Director Van Der Vliet. Motion carried unanimously.

Closed Session:

At 5:26 pm, Director Van Der Vliet made a motion to go into closed session as authorized by section 21.5 (k) to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50. Director Mason seconded the motion. Motion carried unanimously.

Return to Open Session:

By general consensus, the board returned to open session at 6:18 pm. Director Van Der Vliet made a motion to approve the Emergency Operations Plan and the 2024 Mass Notification Proposal. Director Wooten seconded the motion. Motion carried unanimously.

Informational Items:

Next Regular Meeting – October 14, 2024 at 5:00 pm

Adjournment:

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 6:19 pm. Motion carried unanimously.

Board Secretary

Board President

Shenandoah Community School District
Minutes of the Special Meeting of the Board of Directors – September 26, 2024
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 6:00 pm.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Glenn Mason, Brent Twyman, Adam Van Der Vliet, and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes.

Closed Session:

At 6:01 pm, Director Van Der Vliet made a motion to go into closed session as authorized by Iowa code 21.5 (1)(e) to discuss whether to conduct a hearing or to conduct a hearing to suspend or expel a student, unless an open session is requested by the student or a parent or guardian of the student if the student is a minor, second by Director Mason. Motion carried unanimously.

Return to Open Session:

By general consensus, the board returned to open session at 6:20 pm. Director Mason made a motion to accept the recommended voluntary expulsion agreement and all stipulations contained within. Director Van Der Vliet seconded the motion. Motion carried unanimously.

Adjournment:

Motion by Director Van Der Vliet, second by Director Mason to adjourn the meeting at 6:21 pm. Motion carried unanimously.

Board Secretary

Board President

ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
General Fund (10)												
Beg Balance Checking (BKIA 10)	-	(15,776.58)	3,858.95	23,492.64	-	-	-	-	-	-	-	-
Beg Balance PSF MED INS (BKIA 101)	17,457.17	34,415.79	46,836.53	57,329.28	-	-	-	-	-	-	-	-
Beg Balance PSF DNT INS (BKIA 102)	5,991.40	5,935.40	9,760.76	11,979.58	-	-	-	-	-	-	-	-
Beg Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	-	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	72,926.41	(293,380.21)	94,024.82	593,063.52	-	-	-	-	-	-	-	-
Beg Balance Invest ISJIT (BKIA 110)	1,843,562.67	1,862,993.60	14,064.47	-	-	-	-	-	-	-	-	-
Revenues	78,231.31	61,372.98	1,702,448.91	-	-	-	-	-	-	-	-	-
Receivables	676,731.79	265,956.37	101,806.67	-	-	-	-	-	-	-	-	-
Expenditures	(306,052.63)	(486,045.64)	(1,281,014.65)	-	-	-	-	-	-	-	-	-
Payables	(794,660.12)	(1,266,926.18)	(5,921.44)	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(15,776.58)	3,858.95	23,492.64	-	-	-	-	-	-	-	-	-
End Balance PSF MED INS (BKIA 101)	34,415.79	46,836.53	57,329.28	-	-	-	-	-	-	-	-	-
End Balance PSF DNT INS (BKIA 102)	5,935.40	9,760.76	11,979.58	-	-	-	-	-	-	-	-	-
End Balance MS Concession (CASH)	210.00	210.00	210.00	-	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	(293,380.21)	94,024.82	593,063.52	-	-	-	-	-	-	-	-	-
End Balance Invest ISJIT (BKIA 110)	1,862,993.60	14,064.47	-	-	-	-	-	-	-	-	-	-
Total General Fund	1,594,398.00	168,755.53	686,075.02	-	-	-	-	-	-	-	-	-
Check	1,594,398.00	168,755.53	686,075.02	686,075.02	-	-	-	-	-	-	-	-
Management Fund (22)												
Beg Balance Checking (BKIA 10)	2,473.93	(1,170.13)	2,973.40	2,017.75	-	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	54,091.93	11,275.52	8,637.44	45,666.30	-	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	876,973.60	876,973.60	476,973.60	408,654.57	-	-	-	-	-	-	-	-
Revenues	-	-	49,378.69	-	-	-	-	-	-	-	-	-
Receivables	4,818.39	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(46,035.47)	(398,494.55)	(81,624.51)	-	-	-	-	-	-	-	-	-
Payables	(5,243.39)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(1,170.13)	2,973.40	2,017.75	-	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	11,275.52	8,637.44	45,666.30	-	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	876,973.60	476,973.60	408,654.57	-	-	-	-	-	-	-	-	-
Total Management Fund	887,078.99	488,584.44	456,338.62	-	-	-	-	-	-	-	-	-
Check	887,078.99	488,584.44	456,338.62	456,338.62	-	-	-	-	-	-	-	-
SAVE Fund (33)												
Beg Balance Checking (BKIA 10)	-	37.06	2,474.57	4,182.68	-	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	391,230.15	518,946.88	477,218.89	458,521.24	-	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	969,928.37	969,928.37	969,928.37	973,934.57	-	-	-	-	-	-	-	-
Revenues	-	128,272.01	105,372.36	-	-	-	-	-	-	-	-	-
Receivables	127,313.79	-	-	-	-	-	-	-	-	-	-	-
Expenditures	1,200.00	(167,562.49)	(118,355.70)	-	-	-	-	-	-	-	-	-
Payables	(760.00)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	37.06	2,474.57	4,182.68	-	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	518,946.88	477,218.89	458,521.24	-	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	969,928.37	969,928.37	973,934.57	-	-	-	-	-	-	-	-	-
Total SAVE Fund	1,488,912.31	1,449,621.83	1,436,638.49	-	-	-	-	-	-	-	-	-
Check	1,488,912.31	1,449,621.83	1,436,638.49	1,436,638.49	-	-	-	-	-	-	-	-
ACCOUNT												
PPEL Fund (36)												
Beg Balance Checking (BKIA 10)	5,082.31	(27,930.73)	2,847.64	209.78	-	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	45,086.94	81,664.29	11,664.29	50,884.68	-	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	805,374.73	705,374.73	705,374.73	607,875.17	-	-	-	-	-	-	-	-
Revenues	-	-	32,324.03	-	-	-	-	-	-	-	-	-
Receivables	6,577.35	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(72,953.82)	(34,046.03)	(93,241.06)	-	-	-	-	-	-	-	-	-
Payables	(30,059.22)	(5,175.60)	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(27,930.73)	2,847.64	209.78	-	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 14)	81,664.29	11,664.29	50,884.68	-	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 110)	705,374.73	705,374.73	607,875.17	-	-	-	-	-	-	-	-	-

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SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2024-2025			
	REGULAR PROGRAM DISTRICT COST	\$8,272,082.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$105,651.00	
+	SPECIAL ED DISTRICT COST	\$1,160,283.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$951,653.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$81,113.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$94,312.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$400,782.00	
+	AEA SPECIAL ED SUPPORT	\$412,536.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$67,798.00	
+	AEA EDUCATIONAL SERVICES	\$74,959.00	
+	AEA SHARING DISTRICT COST	\$849.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$42,365.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$0.00	
+	DROPOUT ALLOWABLE GROWTH	\$298,597.00	Required Local Match \$99,532
+	SBRC ALLOWABLE GROWTH OTHER #1	\$0.00	Inc. Enrollmnt, OE Out, and LEP
+	SBRC ALLOWABLE GROWTH OTHER #2	\$0.00	LEP
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$0.00	Estimated
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	-\$12,980.00	
-	AEA PRORATA REDUCTION	-\$70,938.00	\$527,569.00
=	MAXIMUM DISTRICT COST	\$11,879,062.00	11,879,062.00 -
+	PRESCHOOL FOUNDATION AID	\$215,310.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$615,774.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$2,300,000.00	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$2,965,000.00	Est.
=	MAXIMUM AUTHORIZED BUDGET	\$17,975,146.00	
-	EXPENDITURES	\$2,073,112.92	11.53%
=	UNSPENT AUTHORIZED BUDGET	\$15,902,033.08	
	EXPENDITURES	FY2025	FY2024 Actuals FY2024 Actuals
	JULY	\$306,052.63	\$174,957.97 \$174,957.97
	AUGUST	\$486,045.64	\$808,835.75 \$808,835.75
	SEPTEMBER	\$1,281,014.65	\$1,032,851.64 \$1,032,851.64
	OCTOBER	\$0.00	\$0.00 \$1,175,425.00
	NOVEMBER	\$0.00	\$0.00 \$1,655,108.08
	DECEMBER	\$0.00	\$0.00 \$1,158,031.33
	JANUARY	\$0.00	\$0.00 \$1,059,404.66
	FEBRUARY	\$0.00	\$0.00 \$1,405,279.86
	MARCH	\$0.00	\$0.00 \$1,442,052.05
	APRIL	\$0.00	\$0.00 \$1,089,576.77
	MAY	\$0.00	\$0.00 \$1,216,610.96
	JUNE	\$0.00	\$0.00 \$3,337,815.13
	TOTAL	\$2,073,112.92	\$2,016,645.36 \$15,555,949.20

SHENANDOAH COMMUNITY SCHOOL										
CALCULATION OF MISCELLANEOUS INCOME										
2024-2025										
	STATE AID/ SRCIPVR (CNI)	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ.	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THRU	EXCISE TAXES UTILITY REPL.	** MISC	TOTAL REVENUE	
	Source Codes	Source CodeS	STATE AID	Source Code	Source Codes	INCOME SURTAXES	Source Codes	REVENUE	(Includes	
	3111, 3112	3116, 3117, 3119	Source Code		1110-1119 &	Source Code			Flowthrough)	
	3801, 3803	3204, 3216, 3342, 3376	3113	3214	1191	1134	1170-1179			FY2024
JUL	-	-	-	-	-	-	-	78,231.31	78,231.31	12,534.98
AUG	-	-	-	-	-	-	-	61,372.98	61,372.98	32,624.10
SEP	601,461.00	174,223.00	-	441,915.00	870,400.89	-	-	56,364.02	2,144,363.91	1,596,787.56
OCT	-	-	-	-	-	-	-	-	-	2,183,462.47
NOV	-	-	-	-	-	-	-	-	-	1,552,552.38
DEC	-	-	-	-	-	-	-	-	-	895,329.09
JAN	-	-	-	-	-	-	-	-	-	1,077,408.85
FEB	-	-	-	-	-	-	-	-	-	1,439,755.27
MAR	-	-	-	-	-	-	-	-	-	1,132,121.41
APR	-	-	-	-	-	-	-	-	-	2,061,435.39
MAY	-	-	-	-	-	-	-	-	-	1,141,833.18
JUN	-	-	-	-	-	-	-	-	-	1,906,393.97
TOTAL	\$ 601,461.00	\$ 174,223.00	\$ -	\$ 441,915.00	\$ 870,400.89	\$ -	\$ -	\$ 195,968.31	\$ 2,283,968.20	\$15,032,238.65

Function Part 1

[illegible]

Function Part 1		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
5000	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	SCHOOL NUTRITION FUND								
2000	2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000	3000	0.00	50,085.07	103,235.22	0.00	(103,235.22)	766.58	2,524.02	(106,525.82)
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	SCHOOL NUTRITION FUND	0.00	50,085.07	103,235.22	0.00	(103,235.22)	766.58	2,524.02	(106,525.82)
62	CHILDCARE FUND								
1000	INSTRUCTION	0.00	43.03	43.03	0.00	(43.03)	0.00	0.00	(43.03)
62	CHILDCARE FUND	0.00	43.03	43.03	0.00	(43.03)	0.00	0.00	(43.03)
81	TRUST FUNDS NON EXPENDABLE								
1000	INSTRUCTION	0.00	1,250.00	1,750.00	0.00	(1,750.00)	0.00	0.00	(1,750.00)
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	TRUST FUNDS NON EXPENDABLE	0.00	1,250.00	1,750.00	0.00	(1,750.00)	0.00	0.00	(1,750.00)
91	AGENCY FUND								
1000	INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	AGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total:		0.00	1,644,069.21	3,225,464.72	0.00	(3,225,464.72)	103,815.85	174,075.24	(3,503,355.81)

Shenandoah CSD
10/11/2024 07:11 AM

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
95% GROUP INC.	\$ 2,534.94	FOUNDATION GRANTS SUPPLIES
AGRIVISION	\$ 2,884.99	MAINTENANCE REPAIR/PARTS
AHLERS & COONEY PC	\$ 626.50	LAWYER
ALLENSWORTH HEATING AND COOLING	\$ 997.18	MAINTENANCE BUILDING REPAIR SERVICES
AMAZON.COM SALES, INC.	\$ 7,335.26	BOOKS/SUPPLIES
BLICK ART MATERIALS	\$ 52.44	HS ART SUPPLIES
BMO MASTERCARD - TRANSPORTATION I	\$ 256.22	SUPPLIES/CAR WASH
BMO MASTERCARD	\$ 4,401.88	DISTRICT WIDE SUPPLIES
BMO MASTERCARD	\$ 578.01	MAINTENANCE BUILDING SUPPLIES
BMO MASTERCARD	\$ 846.00	TAG SUPPLIES
BMO MASTERCARD	\$ 15.28	TRAVEL
BMO MASTERCARD	\$ 3,632.65	ELEM GENERAL ED SUPPLIES
BMO MASTERCARD	\$ 422.61	HS GENERAL ED SUPPLIES
BMO MASTERCARD	\$ 448.91	HS FCS SUPPLIES
BMO MASTERCARD	\$ 49.21	HS VOCAL MUSIC SUPPLIES
BMO MASTERCARD	\$ 789.67	HS IND ARTS RESALE INVENTORY
BMO MASTERCARD	\$ 1,847.79	ADMISSIONS/SUPPLIES
BMO MASTERCARD	\$ 218.03	ATHLETICS TRAVEL
BMO MASTERCARD	\$ 1,300.91	TRAVEL/SUPPLIES
BMO MASTERCARD	\$ 199.44	MAY MENTOR SUPPLIES
BMO MASTERCARD	\$ 1,835.95	MS SUPPLIES
BMO MASTERCARD	\$ 3,356.78	TECH REPAIR & MAINTENANCE SUPPLIES
BMO MASTERCARD	\$ 232.54	TRAVEL
BMO MASTERCARD	\$ 2,235.12	CUSTODIAL SUPPLIES
BMO MASTERCARD	\$ 2,717.35	TRAVEL/SUPPLIES
BMO MASTERCARD	\$ 455.06	HS ROBOTICS TRAVEL
BMO MASTERCARD	\$ 5,311.81	PS SUPPLIES
BROWN'S REPAIR & AUTO PARTS, INC.	\$ 3,443.45	VEHICLE REPAIR SERVICES
BROWN'S SHOE FIT	\$ 1,583.86	ESSER HOMELESS CHILDREN - GENERAL SU
BUENA VISTA UNIVERSITY	\$ 2,850.00	PS SPED TEACHER TUITION - DISTRICT F
CABINETS BY STAC	\$ 1,543.00	ESSER HOMELESS CHILDREN - GENERAL SU
CAPITAL SANITARY SUPPLY	\$ 1,018.28	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
CENEX FLEET FUELING	\$ 2,846.64	FUEL
CENGAGE LEARNING	\$ 592.35	HS PD GENERAL SUPPLIES
CENTURYLINK	\$ 460.62	TELEPHONE
CHAT MOBILITY	\$ 486.12	TELEPHONE
CITY OF SHENANDOAH	\$ 22,843.88	SRO/WATER
CLARINDA CHAMBER	\$ 375.00	BAND STUDENT ENTRY & REGISTRATION FE
COLUMN SOFTWARE PBC	\$ 346.09	BOARD NEWSPAPER ADVERTISING
CORNHUSKER INTERNATIONAL TRUCKS	\$ 102.76	TRANSPORTATION REPAIR PARTS
CPI	\$ 5,602.45	PROF. DEVELOPMENT
CULLIGAN WATER	\$ 425.47	MAINTENANCE RENTAL OF EQUIPMENT
DAMYN ROBERTS	\$ 159.50	BUS DRIVER PHYSICALS
DESIGN ORIGINALS	\$ 50.00	PLANT SALES/SUPPLIES
DONOVAN GROUP I	\$ 2,500.00	BOARD ADVERTISING
EGAN SUPPLY	\$ 138.08	MAINTENANCE CLEANING SUPPLIES
ELEVATE ROOFING	\$ 2,525.16	MAINTENANCE BUILDING REPAIR SERVICES
FAREWAY STORES	\$ 273.01	SUPPLIES
FELD FIRE	\$ 297.00	OTHER PURCHASED PROPERTY SERVICES
GLENWOOD BAND PARENTS ASSOCIATION	\$ 200.00	HS BAND STUDENT ENTRY & REGISTRATION
GLENWOOD CSD	\$ 6,899.20	PURCHASE EDUCATIONAL/L3 IND COSTS
GOODHEART-WILLCOX PUBLISHER	\$ 2,873.25	HS GENERAL ED SOFTWARE
GREEN HILLS AEA	\$ 1,057.00	PROF. DEVELOPMENT
HD SUPPLY	\$ 3,122.77	MAINTENANCE CLEANING SUPPLIES
HOUGHTON MIFFLIN	\$ 1,128.40	MIDDLE SCHOOL INST SOFTWARE
IAMO COMMUNICATIONS	\$ 30.00	NETWORK SUPPORT INTERNET ACCESS
IOWA COMMUNICATIONS NETWORK	\$ 359.62	TELEPHONE
IOWA HIGH SCHOOL MUSIC ASSOCIATION	\$ 412.50	DUES/REGISTRATIONS
IOWA HS ATHLETIC DIRECTOR ASSN	\$ 125.00	ATHLETICS PROFESSIONAL DEV
IOWA WESTERN COMMUNITY COLLEGE	\$ 320.00	NON INSTRUCTION STAFF WORKSHOP/CONF

JB PARTS & SUPPLY	\$	354.64	TRANSPORTATION SUPPLIES
JB PARTS AND SUPPLY	\$	197.12	HS AUTO TECH SUPPLIES
JOHN GOWING PLUMBING AND HEATING	\$	1,330.01	REPAIR/SUPPLIES
JOHNSON CONTROLS	\$	828.97	MAINTENANCE BUILDING REPAIR SERVICES
JOHNSON, JENNIFER	\$	25.43	MS GENERAL ED TEACHER AIDES
KIDWELL INC.	\$	974.86	TECH REPAIR & MAINTENANCE SUPPLIES
KIRCHERT ELECTRIC	\$	925.95	MAINTENANCE BUILDING REPAIR SERVICES
LAKE SHORE LEARNING MATERIALS	\$	561.20	PRESCHOOL GRANT/SUPPLIES
LAWN WORLD	\$	1,234.00	MAINTENANCE LAWN CARE-CONTRACTED
LEPORTE ELECTRIC	\$	1,799.06	BUILDING REPAIR
LESSONPIX	\$	252.00	SPED LVL 2 SUPPLIES
MCGRAW HILL COMPANIES	\$	2,949.21	MIDDLE SCHOOL INST SOFTWARE
MENARDS	\$	280.43	HS IND ARTS RESALE INVENTORY
MICHAEL PETERS	\$	750.00	HS BAND SUPPLIES
MID-AMERICAN RESEARCH CHEMICAL	\$	8,155.67	MAINTENANCE CLEANING SUPPLIES
MIDAMERICAN ENERGY	\$	25,686.88	UTILITIES-ELECTRICITY
MILLER BUILDING	\$	1,789.61	SUPPLIES
MITEL NET SOLUTIONS	\$	731.66	TELEPHONE
MORELOCK, DEVIN	\$	203.00	BUS DRIVER CDL/PHYSICAL
PAGE COUNTY LANDFILL ASSOCIATION	\$	250.00	MAINTENANCE GARBAGE COLLECTION
PAPER TRAIL	\$	31.36	DISTRICT WIDE SUPPLIES
PERFECTION LEARNING	\$	817.26	MS PRINCIPAL SUPPLIES
PITSCO EDUCATION	\$	802.38	HS ROBOTICS SUPPLIES/REGISTRATION
PLUNKETT'S PEST CONTROL	\$	204.93	MAINTENANCE PEST CONTROL CONTRACTED
RASMUSSEN MECHANICAL SERVICES	\$	707.00	MAINTENANCE BUILDING REPAIR SERVICES
REALLY GREAT READING	\$	112.00	MS SPED LVL II SUPPLIES
RED OAK WELDING	\$	435.35	HS IND ARTS RESALE INVENTORY
RELAYHUB, LLC	\$	773.24	MEDICAID BILLING SERVICES
RIEMAN MUSIC DES MOINES	\$	559.83	HS BAND SUPPLIES
RIVERSIDE INSIGHTS	\$	1,280.00	TAG TESTING
ROCSTOP CARDTROL	\$	3,737.60	TRANSPORTATION DIESEL
SAPP BROS.	\$	1,081.66	TRANSPORTATION SUPPLIES
SAVVAS LEARNING COMPANY LLC	\$	2,088.06	MS GENERAL ED TEXTBOOKS
SCHOLASTIC MAGAZINES	\$	3,655.35	EARLY READER TEXTBOOKS
SCHOOL BUS SALES	\$	45.39	TRANSPORTATION REPAIR PARTS
SCHOOL SPECIALTY, LLC	\$	265.69	ELEM LIBRARY SUPPLIES
SHENANDOAH MEDICAL CENTER	\$	154.00	BUS DRIVER PHYSICALS
SHENANDOAH ROTARY	\$	97.00	SUPERINTENDENT DUES FOR INDIVIDUAL
SHENANDOAH SANITATION	\$	2,118.86	MAINTENANCE GARBAGE COLLECTION
SIGNS & SHINES	\$	18.00	TRANSPORTATION SUPPLIES
SOUTHWEST IOWA APPLIANCE, LLC	\$	150.00	MAINTENANCE BUILDING REPAIR SERVICES
STAPLES ADVANTAGE	\$	128.95	MAINTENANCE SUPPLIES
SWEETWATER	\$	306.08	REPAIR
SWIFT SERVICES LLC	\$	574.90	NETWORK SUPPORT INTERNET ACCESS
UNIVERSITY OF IOWA COLLEGE OF	\$	1,100.00	ROBOTICS REGISTRATION
UPS	\$	243.71	SHIPPING
US CELLULAR	\$	478.39	NETWORK SUPPORT INTERNET ACCESS
VAN'S DISTRIBUTING	\$	904.73	MAINTENANCE BUILDING REPAIR SERVICES
Fund Number 10	\$	184,724.41	
Checking Account ID 10	Fund Number 33		SAVE (SECURE AN ADVANCED VISION FOR ED.
ALBIREO ENERGY	\$	7,308.43	BUILDING IMPROVEMENT
TWIN OAKS LAWN AND LANDSCAPING	\$	6,008.59	LAND IMPROVEMENTS
Fund Number 33	\$	13,317.02	
Checking Account ID 10	Fund Number 36		PHYSICAL PLANT & EQUIPMENT
ACER SERVICE CORPORATION	\$	16,019.86	TECH RELATED SUPPLIES
BLUPOINTE DRS	\$	750.00	TECH RELATED SOFTWARE
CDW GOVERNMENT	\$	12,740.00	TECH RELATED SOFTWARE/SUPPLIES
FACILISERV	\$	15,371.00	BUILDING REPAIR
KIDWELL INC.	\$	4,319.00	TECH RELATED SOFTWARE
MILLER BUILDING	\$	1,585.46	STUDENT HOUSING PROJECT
OTIS ELEVATOR	\$	4,309.20	OTHER PURCHASED PROPERTY SERVICES
RASMUSSEN MECHANICAL SERVICES	\$	1,237.00	EQUIPMENT REPAIRS
RISE VISION	\$	999.00	TECH RELATED SOFTWARE
UPS	\$	206.14	SHIPPING

VIVACITY TECH PBC	\$	1,650.00	TECH RELATED SUPPLIES
WALLIN PLUMBING & HEATING	\$	1,799.88	STUDENT HOUSING PROJECT
WELLS FARGO FINANCIAL LEASING	\$	4,481.98	COPIER LEASE
Fund Number 36	\$	65,468.52	
Checking Account ID 10			
AMAZON.COM SALES, INC.			
ANDERSON ERICKSON DAIRY			
BMO MASTERCARD			
BMO MASTERCARD			
FAREWAY STORES			
HEARTLAND SCHOOL SOLUTIONS			
HY-VEE			
MARTIN BROS DIST			
MEYER LABORATORY INC			
RAPIDS WHOLESALE			
SWAGEL, OLIVIA			
ULTRA-CHEM INC.			
Fund Number 61	\$	49,680.89	
Checking Account ID 10	\$	313,190.84	
Checking Account ID 40			
AMAZON.COM SALES, INC.			
ANDERSON'S SCHOOL SPIRIT			
ATLANTIC HIGH SCHOOL			
BAND SHOPPE			
BMO MASTERCARD			
BMO MASTERCARD			
BMO MASTERCARD			
BMO MASTERCARD			
BMO MASTERCARD			
BMO MASTERCARD			
BMO MASTERCARD			
BOWEN, BRYAN			
BROWN'S SHOE FIT			
BRYAN (ANDY) REGAN			
BUSY BEE'S CLEANING SERVICES			
CDW GOVERNMENT			
CHEERSOUNDS MUSIC			
CHRISTOPHER JOHNSON			
CINDY WILLIAMS			
CODY RICE			
COUNTY LINE DESIGN			
COX, LUKE			
CRAIG GARDNER			
DANNCO INC.			
DENNIS PERRY			
DENNY HOWARD			
DON'S JOHNS & SEPTIC PUMPING			
FAREWAY STORES			
GREG ESTERLING			
GREG PULLIAM			
GRIPPER MEDIA INC.			
HOWIES ATHLETIC TAPE			
IOWA HIGH SCHOOL SPEECH ASSOCIATION			
JACOB GILLESPIE			
JASON BERNARD			
JEFF VOHS			
JENNIFER LEWIS			
JERRY STUART			
JOHN BLOMSTEDT			
JOSEPH LUCAS			
JOSTENS			
JULIE WOLF			
JUSTIN MILLER			
KADON CROSS			

KEARI BEBOUT	\$	22.00	GENERAL ATHLETIC WORKERS
KEITH BROTHERS	\$	120.00	MS GENERAL ATHLETICS OFFICIAL
LINDSEY LUNDGREN	\$	90.00	TRAVEL/STUDENT COUNCIL
MARATHON PRINTING, INC.	\$	218.00	SUPPLIES/GENERAL ATHLETICS
MATT HOBBIE	\$	415.00	MS GENERAL ATHLETICS OFFICIAL
MATTHEW DEGASE	\$	120.00	MS GENERAL ATHLETICS OFFICIAL
MICHAEL PETERS	\$	1,300.00	SUPPLIES/MARCHING MUSTANGS
MICHAEL PHILLIPS	\$	370.00	MS GENERAL ATHLETICS OFFICIAL
MILLER BUILDING	\$	177.13	GENERAL SUPPLIES
MT AYR CSD	\$	120.00	ENTRY FEE TO ANOTHER SCHOOL
NASSP	\$	185.99	SUPPLIES/NHS
NICOLE WENSTRAND	\$	240.00	GENERAL ATHLETICS OFFICIAL
NORTHWEST MISSOURI STATE UNIVERSITY	\$	105.00	REGISTRATION/FFA
OSBORN, CURTIS	\$	200.00	MS GENERAL ATHLETICS OFFICIAL
PRESTON ROBBIE MACE	\$	415.00	MS GENERAL ATHLETICS OFFICIAL
RAY LILES	\$	22.00	MS GENERAL ATHLETIC WORKERS
RENEE KETTWICK	\$	400.00	GENERAL ATHLETICS OFFICIAL
RICHARD BILLINGSLEY	\$	300.00	GENERAL ATHLETICS OFFICIAL
RIVERSIDE HIGH SCHOOL	\$	120.00	ENTRY FEE TO ANOTHER SCHOOL
ROCSTOP - FOOD	\$	888.00	MUSTANG FIELD CONCESSION SUPPLIES
ROCSTOP - FUEL	\$	94.12	SUPPLIES/GENERAL ATHLETICS
SCOTT HALVERSON	\$	150.00	GENERAL ATHLETICS OFFICIAL
SHARI FOOTE	\$	88.00	GENERAL ATHLETIC WORKERS
SHENANDOAH SCHOOL LUNCH	\$	237.06	SUPPLIES/SHEN FOOTBALL
SPORTS PLEX	\$	699.00	MAY MENTORING ACTIVITY SUPPLIES
SWEETWATER	\$	306.08	HS DRAMA SUPPLIES
TOM HARTIGAN	\$	200.00	GENERAL ATHLETICS OFFICIAL
TOM OLSON	\$	315.00	MS GENERAL ATHLETICS OFFICIAL
TRI-CENTER COMMUNITY SCHOOLS	\$	180.00	ENTRY FEE TO ANOTHER SCHOOL
VARSITY SPIRIT FASHIONS	\$	1,180.50	SUPPLIES/CHEERLEADERS
VICKIE RETALLIC	\$	100.00	MS GENERAL ATHLETICS OFFICIAL
WILLIAM LABRUM	\$	22.00	MS GENERAL ATHLETIC WORKERS
Fund Number 21	\$	37,286.35	
Checking Account ID 40	\$	37,286.35	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Amy	Toye	Speech	9/28/2024	9/28/2024	Gift Basket Raffle	Contest entries, travel expenses, royalty fees, costumes/props, coaches' convention, etc.	purchases, minus cost of basket materials	Staff or General Public
Amy	Toye	Speech	10/16/2024	11/27/2024	T-Shirt Sales	Contest entries, travel expenses, royalty fees, props/costumes, etc.	Approx. 10% to keep student costs low	Students
Lindsey	Lundgren	SHS Student Council	9/27/2024	10/4/2024	Best Seat in the House - VIP Seating at the fb game 10/4	Student Council activities	100%	Students
Stacy	Resh	Library	10/24/2024	10/24/2024	Scholastic Book Fair	books for the library	55%	Staff or General Public
Stacy	Resh	Library	11/22/2024	12/4/2024	Great American online sales/magazines	books, library supplies	40%	Staff or General Public

First Name	Last Name	Grant Name	Amount Requested	What funds will be used for
William	Flowers	SIEF Grant	\$ 3,437.98	Robotics Drones
Jordan	Newberg	SIEF Grant	\$ 2,700.00	Literacy Intervention System
Devin	Morelock	SIEF Grant	\$ 100.00	Grow Lights

Out of State Travel

Date	Location	Grade Level/Class	Sponsor
10/29/2024	Arbor Day Farms	Preschool - 4 year old	Tiffany Spiegel

2023-2024 Screen 11 - Certification

[Help](#)

Special Education Supplement LEA CERTIFIED 9/15/2024 10:18:46 PM

CAR CERTIFIED on 9/15/2024 10:52:19 PM

Transportation CERTIFIED 10/8/2024 9:30:04 AM

All the records described below are now BROWSE ONLY
 Please contact person listed at the bottom of the display
 if you need to make further adjustments to this information.
 Thank you.

A district may request allowable growth and supplement aid for a negative special education balance for the current school year. The supplemental aid payment will be calculated by the Department of Management after all special education balances have been finalized. If a district has a positive special education balance, they do not have the ability to request allowable growth and supplemental aid. The date listed below indicates when the district's board approved seeking allowable growth and supplemental aid for a negative special education balance.

Our Board approved this action on

Upload your minutes (PDF or Word): [Choose File](#) No file chosen

[Upload Minutes](#)

Previous Year Carryover (Screen 4)	Weighted Receipts (Screen 4)
\$0.00	\$989,420.00
Total Special Education Revenue	Carryover Allowed in Current Year (10% of Weighted Receipts)
\$2,484,482.03	\$98,942.00
Total Special Education Expenditures	Amount to be Redistributed to Districts with a Negative Balance
\$3,232,007.31	\$0.00
Special Education Balance in Current Year	Amount of Allowable Growth Request
(\$747,525.28)	\$747,525.28

DISTRICT LEVEL FORMS	STATUS	DATE
Screen 1 - Resident Students Tuitioned Out	COMPLETE	9/14/2024 4:03:11 PM
Screen 2 - Resident Students	COMPLETE	9/14/2024 4:03:34 PM
Screen 3 - Non-Resident Students Tuitioned In	COMPLETE	9/14/2024 4:03:38 PM
Screen 4 - Receipts	COMPLETE	9/14/2024 4:04:04 PM
Screen 5 - Part B Funds	COMPLETE	9/14/2024 4:04:19 PM
Screen 6 - Medicaid Reimbursement	COMPLETE	9/14/2024 4:04:40 PM
Screen 7 - Transportation Costs	COMPLETE	9/14/2024 4:05:26 PM
Screen 8 - Special Education Balance	COMPLETE	9/14/2024 4:12:46 PM
Screen 9 - Maintenance of Effort	COMPLETE	9/14/2024 4:13:13 PM
Screen 10 - Excess Costs	COMPLETE	9/15/2024 10:18:24 PM
Screen 11 - Certification	COMPLETE	9/15/2024 10:18:46 PM



www.remind.com • P.O. Box 1077, San Ramon, CA 94583 • 415-796-6721

Quote

7/26/2024

Thank you for the opportunity to bring the Remind plan to **Shenandoah CSD**. The Remind plan gives you the power to activate engagement across your entire community.

Remind Hub Benefits

Reach everyone in your community where they are

- Notifications via text message, app, email, or web
- One-and two-way messaging - extended length 10,000 characters
- Translate messages automatically based on user preferences into more than 90 languages.
- Up to 100 classes per teacher/admin and message up to 5,000 participants per class.

Track your engagement goals on a single platform

- SIS rostering for easy account creation as well as nightly syncs
- Message delivery summaries
- Community engagement statistics

Prioritize trust and safety across your community

- Message history, including access to message transcripts
- Protected contact information
- iKeepSafe certified for COPPA, FERPA, and ISO 27001 certified
- Digital training resources and responsive support from Remind's in-house team

Extend learning beyond the classroom

- Directly share links on Remind from other educational sites, tools, and services such as Nearpod, PBS, Kahoot, Signup.com, and Duolingo
- Access and share resources without leaving Remind by connecting your account with content providers like Google Classroom, OneDrive, Smore, SurveyMonkey and Sign Up.
- Record up to 2 minute voice clips to enable recipients to hear as well as read your announcement.



www.remind.com • P.O. Box 1077, San Ramon, CA 94583 • 415-796-6721

Remind Hub Price Plans

Compare features	Essentials For expanded classroom communication	Plus For organization- wide engagement	Premium For enterprise- level requirements
People list View and manage everyone in your organization	✓	✓	✓
Oversight and controls Manage settings to safeguard and support communication	✓	✓	✓
Rostering Create and sync accounts and classes	✓	✓	✓
Organization-wide announcements Send announcements to everyone in your school or district	✓	✓	✓
Classes without limits Create classes with unlimited participants	✓	✓	✓
Preferred language translation Automatically translate messages into 90+ languages, including via text	✓	✓	✓
Administrator privileges Manage district-level communication and view engagement data	✓	✓	✓
Stats and engagement reports Monitor and measure student, teacher, and family communication	✓	✓	✓
Long messages Send messages with up to 10,000 characters	✓	✓	✓
Grade-level messaging* Target messages to families and students based on grade level		✓	✓
Voice calls Call any phone number from Remind, including landlines		✓	✓
Advanced integrations Connect your LMS and instructional apps		✓	✓
Surveys* Create, send, and manage surveys		✓	✓
Social media posting* Share messages to Facebook, Twitter, and Instagram		✓	✓
Translation editing Edit auto-translated messages		✓	✓
Urgent messaging Alert your entire community in emergency situations			✓
Advanced messaging Target messages to a specific list of users or set up recurring messages for attendance, etc.			✓
SAML 2.0* Allow users to log in with your identity provider			✓



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This proposal is valid until August 26, 2024.

The Essentials plan (solution for: **classroom communication**)

Expanded communication for your teachers and staff—from the classroom to the central office to the practice field

Price per Student	Remind Feature	Total Cost
The Essentials plan (12 months) 1,200 students		
\$4/student	Remind base plan	\$4,800 per year

The Plus plan (solution for: **organization-wide engagement**)

Increase your communication footprint across all of your sites, streamline tools and workflows, and drive engagement

Price per Student	Remind Feature	Total Cost
The Plus plan (12 months) 1,200 students		
\$5/student	Remind base plan	\$6,000 per year

The Premium plan (solution for: **enterprise-level requirements**)

Communicate confidently with enterprise-level security, granular notification settings, and advanced controls

Price per Student	Remind Feature	Total Cost
The Premium plan(12 months) 1,200 students		
\$5.50/student	Remind base plan	\$6,600 per year



For questions or to order, contact:

Max Cowell

Sales Rep | Remind Inc.

707-766-4248

maxcowell@remind101.com



www.remind.com • P.O. Box 1077, San Ramon, CA 94583 • 415-796-6721

AUDIENCE	DESCRIPTION \$500 per session
Administrator Training Webinar <i>90 minutes</i>	<p>Live webinar training session with a Remind team member for your school or district administrators. Content includes:</p> <ul style="list-style-type: none">• How to use core administrator tools and features (schoolwide or districtwide messaging, personnel management, analytics, etc.)• How to develop a building or district policy for Remind and a rollout strategy for your community• How to craft effective messages and tailor your message type, content, and cadence for different audiences
Teacher Training Webinar <i>90 minutes</i>	<p>Live webinar training session with a Remind team member for your teachers or staff. Content includes:</p> <ul style="list-style-type: none">• How to set up your Remind account and use teacher features to enhance your Remind messages (translations, integrations, voice calls, etc.)• How to improve your family communication and engagement plan with strategic best practices for the classroom• How to craft effective messages and tailor your message type, content, and cadence for different audiences
Train the Trainer Webinar* <i>90 minutes</i>	<p>Live webinar training session with a Remind team member for your professional development team. Content includes:</p> <ul style="list-style-type: none">• How to use core administrator tools and features (schoolwide or districtwide messaging, personnel management, analytics, etc.)• Review of teacher features with best practices for the classroom• Introduction of training materials and resources to confidently train your teachers on how to use Remind• Orientation to Remind training & support resources
Technical Support Training <i>45 minutes</i>	<p>Live add-on webinar training session with a Remind team member for your internal technical support team, based on your goals and needs. Content can include:</p> <ul style="list-style-type: none">• How to interpret and troubleshoot common Remind questions• Diagnosis and prevention of common Remind issues• Orientation to Remind support resources and how to use them <p>Recommended for schools and/or districts with IT, technical support, or any other support teams that will be serving as the first line of internal Remind support.</p> <p>Note: This is an add-on with either Administrator or Train the Trainer training for the same group.</p>

Security Equipment Bids

Vendor	Total Amount
Haddock Education Technologies	\$ 299,560.00
Kidwell	\$ 364,889.10
RHT Technologies	\$ 249,377.20



DLA Farms LLC
1183 220th Street
Shenandoah, IA
4027094627
Dan.anderzhon@gmail.com

Snow Removal Rate Sheet

ESTIMATE NUMBER

SHS1004

DATE

8/7/2024

SITE INFORMATION

Sheandoah School District 304 W Nishna RD

CONTACT PERSON

Alex Dailey

CONTACT NUMBER

7122469418

Work Description	Type	Quantity	Unit	Unit Price (US\$)	Amount (US\$)
Snow Removal					
Parking lot Snow Removal	Hour			\$80.00	\$80.00
Side walk Snow Removal	Hour			\$75.00	\$75.00
Tractor with loader	Hour			\$150.00	\$150.00
Ice Control Applied					
Salt Post treatment	Ton			\$225.00	\$225.00
Liquid Treatment Pre/Post (Sidewalk & Lots)	Per gal			\$2.50	\$2.50
Ice Control Delivered					
White Salt delivered	Ton			\$150.00	\$150.00
Salt Brine	Gal			\$1.75	\$1.75
Liquid Additive -45°	Gal			\$5.00	\$5.00
Ice Control Picked Up					
White Salt Picked Up	Ton			\$165.00	\$165.00
Treated Salt Picked Up	Ton			\$175.00	\$175.00
Notes					

Snow removal rates are per each snow event and are one hour guaranteed. These rates include clearing of snow around the building. Dla farms will begin clearing snow around 3 inches unless requested sooner by the customer. Dla farms will also offer liquid treatment this year.

BUSINESS REPRESENTATIVE SIGNATURE

DLA FARMS SIGNATURE

DATE

8/28/24

DATE



MDX, LLC
1761 305TH ST
SIDNEY, IA 51652
712-242-7085
MDXIOWA@GMAIL.COM

SHENANDOAH SCHOOL DISTRICT SNOW REMOVAL BID

Project Name		
Shenandoah School District, Snow Removal Contract		
Item Description	Type	Bid Amount
Snow Removal		
- Parking lot	Hour	\$115.00
- Side Walk	Hour	\$85.00
- Tractor w/ loader	Hour	\$100.00

Please sign, date, and return if the quote is accepted.

Signature: _____

Title: _____

Date: _____

Parking lot removal equipment

Trucks w/ plows
skid steer

other
snow blowers
SxS w/ plow



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 9th day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601

and the Construction Manager:
(Name, legal status, address, and other information)

Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601
Phone: 319-754-8415

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

Shenandoah Community School District
K8 Roof and HVAC Replacement
Shenandoah, Iowa 52601

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

The Owner and Construction Manager 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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER’S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER’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.)

Refer to Attachment A

§ 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.)

Refer to Attachment A

§ 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.)

Refer to Attachment A

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:
.1 Design phase milestone dates, if any:

Bid documents January or February 2025

.2 Construction commencement date:

Summer 2025

.3 Substantial Completion date or dates:

End of August 2025 (First day of School)

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitively bid two prime contracts; 1. Roofing and 2. Mechanical/Electrical

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Not applicable.

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

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Dr. Keri Nelson, Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601
Phone: (712)246-1581
Email: nelsonk@shenandoah.k12.ia.us

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

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

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

Commissioning Agent to review lighting per the code minimum.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Cindy Larson, Project Manager
Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601
Phone: 319-754-6037
Cell: 319-850-2524
Email: clarson@carlanelsonco.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

SVPA Architects
1466 28th Street, Suite 200
West Des Moines, Iowa 50266
Phone: 515-327-5990

IMEG
2882 106th Street
West Des Moines, Iowa 50322
Phone: 515-334-9906

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager 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 Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager'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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The

Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide professional design services as set forth in this agreement.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager 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 Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million and No/100 Dollars (\$1,000,000) for each occurrence and Two Million and No/100 Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. An aggregate limit shall apply separately to this project from other projects.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million and No/100 Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability, Automobile Liability and Employer's 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 2.8.1, 2.8.2 and 2.8.4 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.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand and No/100 Dollars (\$ 500,000) each accident, Five Hundred Thousand and No/100 Dollars (\$ 500,000) each employee, and Five Hundred Thousand and No/100 Dollars (\$ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million and No/100 Dollars (\$ 3,000,000) per claim and Three Million and No/Dollars (\$ 3,000,000) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager'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.

§ 2.8.7 The Construction Manager and Owner expressly agree and state that the purchase of insurance policies by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists or may be amended.

§ 2.8.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10

(Paragraphs deleted)

The Construction Manager shall retain all Project related documents and information it receives, and the Owner shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

(Paragraph deleted)

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and includes Design, usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Design and Preconstruction Phase

§ 3.2.1 The Construction Manager shall develop the program to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Owner's acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Construction Manager and other Owner consultants, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the

Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the design progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the design progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Owner's approval.

§ 3.2.19 The Architectural Basic Services consist of those described in this Article 3 and include usual and customary architectural and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.2.20 The Construction Manager shall research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.2.21 The Construction Manager shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Construction Manager 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 other consultants. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.2.22 The Construction Manager 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 Construction Manager's written approval.

§ 3.2.23 The Construction Manager 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.

§ 3.2.24 The Construction Manager shall develop the program and other information furnished by the Owner and shall review laws, codes, and regulations applicable to the Construction Manager's services.

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

§ 3.2.26 Based on the Owner's approval of the preliminary design, the Construction Manager 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.

§ 3.2.27 The Construction Manager shall submit the Schematic Design Documents to the Owner.

§ 3.2.28 Upon receipt of the Construction Manager's cost estimate at the conclusion of the Schematic Design Phase, the Construction Manager shall request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Construction Manager shall incorporate such revisions in the Design Development Phase.

§ 3.2.29 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 Construction Manager 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, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, 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.

§ 3.2.30 Prior to the conclusion of the Design Development Phase, the Construction Manager shall submit the Design Development Documents to the Owner.

§ 3.2.31 The Construction Manager shall request the Owner's approval of the Design Development Documents.

§ 3.2.32 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 Construction Manager 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 Construction Manager 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 Construction Manager shall review in accordance with Paragraphs 3.2.42 – 3.2.44.

§ 3.2.33 The Construction Manager shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.2.34 Prior to the conclusion of the Construction Documents Phase, the Construction Manager shall submit the Construction Documents to the Owner.

§ 3.2.35 The Construction Manager shall request the Owner's approval of the Construction Documents.

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

§ 3.2.37 Not Used

§ 3.2.38 Not Used

§ 3.2.39 Not Used

§ 3.2.40 Not Used

§ 3.2.41 Not Used

§ 3.2.42 Not Used

§ 3.2.43 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Construction Manager shall specify the appropriate performance and design criteria that such services must satisfy. The Construction Manager shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Construction Manager. The Construction Manager'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 Construction Manager 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.

§ 3.2.44 Not Used

§ 3.2.45 Not Used

§ 3.2.46 Not Used

§ 3.2.47 Not Used

§ 3.2.48 Not Used

§ 3.2.49 Not Used

§ 3.3 Construction Phase

§ 3.3.1 Subject to Section 4.2 and except as provided in Section 3.3.38, the Construction Manager's responsibility to provide Construction Phase Services commences when the Contract Documents are ready to be bid by the contractors and terminates on the date the Construction Manager issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall submit a list of prospective bidders for the Owner's approval.

§ 3.3.3 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the architect with regard to questions from bidders and with the issuance of addenda.

§ 3.3.4 The Construction Manager shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.3.5 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.3.6 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3.7 Not Used.

§ 3.3.8 The Construction Manager shall provide administration of the Contracts for Construction as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.9 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.10 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall take corrective action with the Contractors to bring the project back on schedule without any unnecessary expense to the Owner. .

§ 3.3.11 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.3.12 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

(Paragraphs deleted)

§ 3.3.13 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner.

§ 3.3.14 The Construction Manager shall take necessary steps to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.15 Not Used

§ 3.3.16 If requested, the Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.17 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.18 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.18.1 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Owner.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Owner.

§ 3.3.19 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager'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 the Contractors are 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 Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount certified.

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

(Paragraph deleted)

§ 3.3.21 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

(Paragraphs deleted)

§ 3.3.22 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional 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, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.23 The Construction Manager shall advise and consult with the Owner during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.24 The Construction Manager shall perform in-depth review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.25 The Construction Manager shall be the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.26 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager.

§ 3.3.27 The Construction Manager shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples transmitted to the Construction Manager. The Construction Manager's review of the submittals shall only be 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 Contractors' responsibilities. The Construction Manager's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Construction Manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.3.28 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The

Construction Manager shall discuss its findings with the Owner, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.29 Not Used.

§ 3.3.30 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.31 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.32 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.33 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.34 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall conduct inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.35 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall conduct the final inspection.

§ 3.3.36 The Construction Manager shall forward to the Owner, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.37 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, PDF formatted electronic manuals, and record drawings. The Construction Manager shall forward to the Owner a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.38 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, and Contractors. Consent shall not be unreasonably withheld.

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

3.3.40 Interpretations and decisions of the Construction Manager 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 Construction Manager shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Construction Manager's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.3.41 The Construction Manager shall review and respond to requests for information about the Contract Documents. The Construction Manager 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 Construction Manager's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Construction Manager shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

3.3.42 The Construction Manager 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. Such changes shall be affected by written order issued by the Construction Manager.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager 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.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Not Provided
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Construction Manager
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Not Provided
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Not Provided

Init.

§ 4.1.1.8	Assistance with site selection	Not Provided
§ 4.1.1.9	Assistance with selection of the Architect	Construction Manager
§ 4.1.1.10	Furnish land survey	Not Provided
§ 4.1.1.11	Furnish geotechnical engineering services	Not Provided
§ 4.1.1.12	Provide insurance advice	Not Provided
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14	Stakeholder relationships management	Owner
§ 4.1.1.15	Owner moving coordination	Owner
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Owner
§ 4.1.1.17	Other Supplemental Services	
	Asbestos testing and abatement	Owner

§ 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 Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Construction Manager will assist in receiving proposals for Asbestos Testing and Commissioning, and coordinate both 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.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager 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, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 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 other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager 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 Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.38, Construction Phase Services provided more than 30 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 13 (thirteen) month of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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; 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 Construction Manager. The Owner and the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.5 Unless provided by the Construction Manager, 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.

§ 5.6 Unless provided by the Construction Manager, 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Construction Manager if the Owner becomes aware of any fault or defect in the Project.

§ 5.13 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.14 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents.

§ 5.15 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.16 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

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

(Paragraph deleted)

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 Construction Manager and shall include the Contractors' general conditions costs, overhead and profit including all change orders to Contractors. 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 includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses. The Cost of the Work does not include

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 shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager 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 Construction Manager.

§ 6.3 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager 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 Construction Manager in making such adjustments.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.5 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work,

(Paragraphs deleted)

and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Construction Manager 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.

§ 7.2 The Construction Manager and the Construction Manager'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 Construction Manager and the Construction Manager's consultants.

§ 7.3 The Construction Manager grants to the Owner a nonexclusive license to use the Construction Manager'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 Construction Manager shall obtain similar nonexclusive licenses from the Construction Manager's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, 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 Construction Manager rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 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 Construction Manager and Construction Manager'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 Construction Manager 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 Construction Manager. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Construction Manager and the Construction Manager'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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager 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 Construction Manager 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 Construction Manager 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 A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, 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 Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager 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 Construction Manager's services, the Construction Manager 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 Construction Manager 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)*

(Paragraph deleted)

§ 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 Construction Manager 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 Construction Manager under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager 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 Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager'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 Construction Manager, the Construction Manager 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 Construction Manager 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 Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7
(Paragraphs deleted)
NOT USED

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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 Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager 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 Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager 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.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager 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 Construction Manager 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 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. 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Design and Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Design and Preconstruction Phase Services shall start once design starts and ends when construction documents are ready for bidding and shall be a lump sum of \$85,700 plus reimbursable expenses.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Compensation shall consist of a fee of 5.0% of the Cost of the Work excluding this percentage fee, hourly rates outlined in 11.5, and reimbursable expenses as specified in Article 11.6 and 12.

§ 11.1.3 For Master Planning Services: NOT Used.

§ 11.2 For the Construction Manager'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 Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates as outlined in Article 11.5 and reimbursable expenses as specified in Article 11.6 and Article 12.

§ 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 Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates as outlined in Article 11.5 and reimbursable expenses as specified in Article 11.6 and Article 12.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus five percent (5.0 %), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

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

Direct Personnel Expense	Regular	Overtime
Project Executive	\$182.76	\$182.76
Project Manager/Chief Estimator	\$135.10	\$135.10
Field Engineer/Cost Estimator	\$88.82	\$88.82
Project Manager Assistant	\$66.98	\$66.98
Project Foreman	NA	NA
Superintendent	NA	NA

These rates include wages, labor overhead, payroll taxes, insurance, and fringe benefits. The above rates are effective through July 1, 2024 on and after that date the rates shall be adjusted based on actual adjustments.

§ 11.6 Compensation for Reimbursable Expenses

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

- .1** Transportation and authorized out-of-town travel and subsistence;
- .2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Premiums for liability insurance not related to labor, which is general, umbrella, excess umbrella, professional and pollution liability. The cost for these premiums shall be 0.681% of the total and final Cost of the Work;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Other similar Project-related expenditures; and
- .12 Expenses as specified in Article 12.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus fees specified in 11.1, 11.2, and 11.3.

§ 11.7

(Paragraphs deleted)

NOT USED

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero and No/100 Dollars (\$ 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.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) 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 Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

twelve % 12

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

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be submitted with the monthly invoice..

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.)

1. **The Construction Manager (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of any schools or child care facilities in accordance with Iowa Code 692A.113. The Construction Manager, by execution of this Agreement acknowledges and certifies services provided under this Contract comply with Iowa Code 692A.113.**

The following shall be considered as Reimbursable Expenses with regard to Construction Phase services.

- Direct Personnel Expense per the adjacent rate schedule for management, estimating, and supervision.

- All meetings are anticipated to be held in Shenandoah, IA. Travel costs will be billed at the current IRS mileage rate for management personnel.

The following are reimbursable expenses that may be furnished by the Construction Manager during the Construction Phase with the approval of the Owner but are not included in the Preliminary General Conditions Estimate:

- Field office trailer or rental office space including furnishings and equipment
- Project Signage
- Postage/Express Mail/Freight
- Documents Reproduction
- Permits/Fees
- Sanitation
- Construction Electrical Power/Water
- Drinking Water
- Fencing/Temporary Fencing
- Professional Cleaning
- Safety Materials/Interim Life Safety Measure
- Hoisting (Crane)
- Fire Protection/Extinguishers
- Job Site Security
- Job Site Lighting
- Job Site Toilets
- Layout Engineering/Surveying
- Material/Soil Testing
- Directional Signs/Barricades
- Traffic Regulation
- Snow Removal
- Job Site Photos
- Communication Devices
- Temporary Enclosures/Weather Enclosures
- Temporary Staging Areas
- Any other work as agreed to by the Owner and Construction Manager

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

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

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

Attachment A: Construction Management Plan

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

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

| Shenandoah Community School District

Carl A. Nelson & Company

OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

| Jean Fichter, School Board President

(Printed name and title)

Chris Smith, President

(Printed name and title)

ATTACHMENT A: CONSTRUCTION MANAGEMENT PLAN FOR SCSD

This project consists of a new Central Plant and a new roof membrane for the K8 Building. Due to budget constraints, the HVAC upgrade will be provided in phases. This contract represents the first phase only. Our opinion is that the overall project budget for the first phase will be slightly less than \$2,000,000. This budget includes construction costs, contingencies, design fees, and an allowance for various other possible costs associated with the project such as insurance, legal fees, asbestos testing and abatement. A 3% escalation cost has been included based on a summer 2025 construction start. See the attached document for a complete break down of the costs that make up this number.

Below are our assumptions regarding the scope of the project.

K8 Central Plant

The HVAC design scope includes the replacement of the cooling tower, cooling tower pumps and associated piping. Replacement of the boilers, boiler pumps and associated piping. Replacement of the heat pump water circulating pumps. Provide electrical design for power distribution for new equipment. Several heat pumps are failing every year but are excluded from the scope of our project due to budget constraints. The make-up air units, on the roof, are very inefficient but are also excluded from the scope of our project due to budget constraints. The design of the Central Plant will be provided by Carl A. Nelson & Co.'s subconsultant, IMEG.

K8 Roofing

The roof scope includes replacing all of the K8 Roof. There is not currently any roof top equipment being replaced, so the roof scope does not include modification to any existing roof curbs. Roof cores will need to be taken to document existing conditions and test for asbestos. The architect will discuss, with the Owner, pros and cons of various roof types to replace the existing ballasted roof. This design will be provided by Carl A. Nelson & Co.'s subconsultant, SVPA.

Construction Management

Design Phase: Carl A. Nelson & Co. will contract for design using SVPA and IMEG. Carl A. Nelson & Company will review the drawings and provide an updated estimate. The project will be bid-out as two separate prime contracts. The cost for Carl A. Nelson & Company's design phase service is line 303, 304, and 306 (85,700 lump sum + reimbursable expenses) which is equivalent to approximately 5.42% of the construction cost in the Overall Conceptual Budget.

Construction Phase: Once the design is done, Carl A. Nelson & Company will issue the bid documents, host a pre-bid meeting in Shenandoah, and facilitate the bidding process. The bid opening will be held in Shenandoah, but Carl A. Nelson & Company will not attend in person. Carl A. Nelson & Co., will review proposals and make a recommendation to the board on which contractors to hire, and create their contracts. There will not be full-time, on-site supervision during construction. Instead Carl A. Nelson will visit the site once a month to confirm progress and answer questions. An allowance is included in the overall budget spreadsheet for CM construction phase work. General Conditions will be billed time and material. An allowance for this phase which includes General Conditions, insurance and fee is line 202 in the Overall Conceptual Budget.

Owner Scope

The Owner will need to host the bid opening and relay the information to Carl A. Nelson & Co. To keep costs down, Carl A. Nelson & Co., will not provide full time supervision. As a result, SCSD will need to provide oversight during the project and relay concerns to the CM. In addition the Owner may need to provide a dumpster and call for it to be emptied. SCSD will also have to manage a porta-pottie if one is desired. Asbestos Testing and Commissioning contracts will also be held by the SCSD, but the CM will assist in defining scope and reviewing proposals.

Asbestos

The asbestos testing the various roofing layers will be required along with testing around the piping and equipment in the boiler room that will be demolished. Testing should be done after the HVAC scope is confirmed. Meeting with the testing agency on-site will be the responsibility of the Owner. However, Carl A. Nelson & Company can define the general areas that need to be tested. The contract for asbestos testing will be directly with the Owner. If asbestos is discovered, then an abatement plan will need to be created and abatement completed prior to the start of the work. There is an allowance in the overall project budget for Asbestos Testing and Abatement (see line 313 and 314).

Commissioning

Commissioning of the new equipment is required by code. IMEG can provide the commissioning, or a third party can be hired by the Owner. Commissioning reviews the functionality of the equipment after it is installed including the programming. The Commissioning Agent will be hired directly by the Owner, but Carl A. Nelson & Company can provide the request for proposal to be sent out to various commissioning companies and assist in reviewing the proposals. There is an allowance in the overall project budget for Commissioning Services (see line 312).

Schedule

If there is approval at the September board meeting, then the design phase can start. For the best possible pricing the project should bid in January/February 2025. It is expected that the construction project can be completed during the summer of 2025.

K8 Facility Assessment

Bud. Code	Item	Option 1 Conceptual Budget	Budget % of Const. Cost	Abbreviated Option 1	Budget % of Const. Cost	Notes
100	Development Costs	\$ 2,100	0.03%	\$ 2,100	0.12%	
101	Land	\$ -		\$ -		N/A
102	Utility Hook-up Fees	\$ -		\$ -		
103	State Building Permit	\$ 1,200		\$ 1,200		
104	Local Building Permit	\$ 900		\$ 900		
200	Construction Cost	\$ 7,417,704	100.00%	\$ 1,772,852	23.90%	
201	Construction Costs	\$ 5,234,000		\$ 1,285,700		of const. cost of const. cost
202	CM General Conditions and Fees	\$ 629,798		\$ 115,764		
203	Design & Estimating Contingency	\$ 879,570	15.00%	\$ 210,220	15.00%	
204	Construction Contingency	\$ 674,337	10.00%	\$ 161,168	10.00%	
300	Professional Fees & Expenses	\$ 764,024	10.30%	\$ 186,019	10.49%	
301	A/E Prebond Services Fee	\$ -		\$ -		IMEG SVPA
302	CM Pre-bond Services Fee	\$ -		\$ -		
303	Engineer Design Services	\$ 741,770	10.00%	\$ 48,700	2.75%	
304	Architect Design Services			\$ 19,000	1.07%	
305	Arch/Eng. Reimbursable Expenses	\$ -	0.00%	\$ 5,000	0.28%	CANCO
306	Printing	\$ 22,253	0.30%	\$ 5,319	0.30%	
307	CM Pre-Construction Services Fee	\$ -	0.00%	\$ 18,000	1.02%	
308	Furniture and Equipment Consultant	\$ -		\$ -		
309	Site Survey	\$ -		\$ -		TBD TBD TBD TBD (annual cost)
310	Geotechnical investigation & Report	\$ -		\$ -		
311	Building Laser Scan	\$ -		\$ -		
312	Commissioning Services	\$ -		\$ 35,000		
313	Asbestos Testing	\$ -		\$ 3,000		
314	Asbestos Abatement			\$ 45,000		
315	Water Testing and Treatment			\$ 7,000		
400	Administrative & Legal	\$ 9,376	0.13%	\$ 6,046	0.34%	
401	Legal Expense	\$ 5,000		\$ 5,000		None District personnel TBD
402	Administrative & Misc. Expense	\$ -		\$ -		
403	Moving Expense	\$ -		\$ -		
404	Builder's Risk Insurance	\$ 4,376	0.06%	\$ 1,046	0.06%	
500	Furniture, Fixtures, & Equip. (FFE)	\$ 2,300	0.03%	\$ 2,300	0.13%	
501	FFE Allowance	\$ 2,000		\$ 2,000		
509	FFE Contingency (15%)	\$ 300	15.00%	\$ 300	15.00%	
600	Technology Systems	\$ 5,750	0.08%	\$ 5,750	0.32%	
601	Network switches & fire wall	\$ -		\$ -		
602	Structured Cabling System	\$ 5,000		\$ 5,000		
603	Phone system	\$ -		\$ -		
604	A/V Equipment	\$ -		\$ -		
605	Access Control & Security Cameras	\$ -		\$ -		
606	Public Address/Intercom System	\$ -		\$ -		
607	Clocks	\$ -		\$ -		
608	Technology Contingency (15%)	\$ 750	15.00%	\$ 750	15.00%	
700	Financing Expenses	\$ -	N/A	\$ -	N/A	
701	Capitalized Interest During Const.	\$ -		\$ -		
702	Bond Fees	\$ -		\$ -		
	Total	\$ 8,201,254		\$ 1,975,067		

Policy 501.03: Compulsory Attendance

Status: ADOPTED

Original Adopted Date: 03/10/2022 | Last Revised Date: 06/18/2024 | Last Reviewed Date:
06/18/2024

Parents within the school district who have children over age six and under age sixteen by September 15, in proper physical and mental condition to attend school, will have the children attend the school district at the attendance center designated by the board. Students will attend school the number of days or hours school is in session in accordance with the school calendar. Students of compulsory attendance age will attend school a minimum of 90% of days or hours. Students not attending the minimum days or hours must be exempted by this policy as listed below or, referred to the county attorney. Exceptions to this policy include children who:

- have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- are excused for sufficient reason by any court of record or judge;
- are attending religious services or receiving religious instruction;
- are unable to attend school due to legitimate medical reasons;
- has an individualized education program that affects the child's attendance;
- has a plan under Section 504 of the federal Rehabilitation Act, 29 U.S.C. §794, that affects the child's attendance;
- are attending an approved or probationally approved private college preparatory school;
- are attending an accredited nonpublic school;
- are receiving independent private instruction; or,
- are receiving competent private instruction.

It is the responsibility of the parent of a child to provide evidence of the child's mental and physical inability to attend school or of the child's qualifications for one of the exceptions listed above.

Note: This is a mandatory policy. The compulsory attendance law does not require school districts to have a truancy officer.

Legal Reference: Iowa Code §§ 259A; 279.10-.11; 299; 299A.

I.C. Iowa Code

Iowa Code § 259A

Iowa Code § 279

Iowa Code § 299

Iowa Code § 299A

Description[High School Equivalency Diploma](#)[Directors - Powers and Duties](#)[Compulsory Education](#)[Private Instruction](#)**Cross References****Code**

601.01

604.01

Description[School Calendar](#)[Private Instruction](#)

Policy 501.09: Chronic Absenteeism and Truancy

Status: Pending

Original Adopted Date: | Last Revised Date: 09/01/2024 | Last Reviewed Date: 09/01/024

The district believes that school attendance, in person and/or on-line leads to the greatest learning opportunities for students. Students who are present in school and engaged active learners take greater ownership over their educational outcomes. For this reason, it is the priority of the district to foster regular student attendance throughout the school year and reduce barriers to regular attendance for students in the district.

Chronic absenteeism/absences means any absence from school for more than ten percent of the day or hours in the semester] established by the district.

Truant/truancy means a child of compulsory attendance age who is absent from school for any reason for at least twenty percent of the days or hours in the semester Truancy does not apply to the following students who:

- have completed the requirements for graduation in an accredited school or has obtained a high school equivalency diploma
- are excused for sufficient reason by any court of record or judge;
- are attending religious services or receiving religious instruction;
- are unable to attend school due to legitimate medical reasons;
- have an individualized education program than affects the student's attendance;
- have a plan under section 504 of the federal Rehabilitation Act, 29 U.S.C. §794, that affects the child's attendance;
- are attending a private college preparatory school accredited or probationally accredited;
- are excused under *Iowa Code* §299.22; and
- are exempt under *Iowa Code* §299.24.

Students are subject to disciplinary action for truancy including suspension and expulsion. It is within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of truancy. Students receiving special education services will not be assigned to *[supervised study hall, in-school suspension]* unless the goals and objectives of the student's Individualized Education Program are capable of being met.

It is the responsibility of the superintendent, in conjunction with the designated school officials, to develop administrative regulations regarding this policy. The administrative regulations will indicate the disciplinary action to be taken for truancy.

This is a mandatory policy.

Legal Reference: 34 C.F.R. sec. 300
28 C.F.R. Pt. 35
Iowa Code §§ 294.4; 299.
281 I.A.C. 12.3(4).

I.C. Iowa Code

Iowa Code § 294.4

Iowa Code § 299

Description[Teachers - Daily Register](#)[Compulsory Education](#)**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.3

Description[Administration](#)**C.F.R. - Code of Federal Regulations**

28 C.F.R. 35

Description[Judicial - Disability - Nondiscrimination](#)

34 C.F.R. Pt. 300

[Education - Disabilities/Children/Assistance to States](#)

Daily, punctual attendance is an integral part of the learning experience. The education that goes on in the classroom builds from day to day and absences can cause disruption in the educational progress of the absent student. Irregular attendance or tardiness by students not only limits their own studies, but also interferes with the progress of those students who are regular and prompt in attendance. Attendance is a shared responsibility that requires cooperation and communication among students, parents and the school.

This regulation is divided into two sections: Section I addresses legal requirements related to chronic absenteeism and truancy and Section II addresses additional academic, disciplinary and extracurricular consequences students face due to chronic absenteeism and truancy. It is important for students to recognize that chronic absenteeism and truancy impacts all these facets of their educational experience.

SECTION I – Legal Requirements

Chronic Absenteeism

When a student meets the threshold to be considered chronically absent, the school official will send notice by mail or e-mail to the county attorney where the district's central office is located. The school official will also notify the student, or if a minor, the student's parent, guardian or legal or actual custodian via certified mail that includes information related to the student's absences from school and the policies and disciplinary processes associated with additional absences.

School officials will send notice when the student's absences meet the threshold, but before the student is deemed chronically absent.

A letter will be sent after 7 days in the grading period notify the student and the student's parent, guardian or legal or actual custodian if the student is an unemancipated minor of attendance concerns.

A formal designation letter will be sent when a student is absent 10 % of the days or hours in the grading period. A meeting will be requested with the student; the student's parent, guardian or legal or actual custodian if the student is an unemancipated minor; and a school official.

School Engagement Meeting

If a student is absent from school for at least **fifteen** percent of the days or hours in the grading period, the school official will attempt to find the cause of the absences and start and participate in a school engagement meeting. All of the following individuals must participate in the school engagement meeting:

- The student;

- The student's parent, guardian or legal or actual custodian if the student is an unemancipated minor; and
- A school official.

The purpose of the meeting is to understand the reasons for the student's absences and attempt to remove barriers to the student's ongoing absences; and to create and sign an absenteeism prevention plan.

Absenteeism Prevention Plan

The absenteeism prevention plan will identify the causes of the student's absences and the future responsibilities of each participant. The school official will contact the student and student's parent/guardian at least once per week for the remainder of the school year to monitor the performance of the student and the student's parent/guardian under the plan. If the student and student's parent/guardian do not attend the meeting, do not enter into a plan or violate the terms of the plan, the school official will notify the county attorney.

SECTION II – Academic and Disciplinary Requirements

Students who are absent without a reasonable excuse, as determined by the principal, will be assigned to *[supervised study hall, detention, early bird school, Saturday school, in-school suspension, or other appropriate disciplinary sanction]*. Reasonable excuses include illness, family emergencies, recognized religious observances and school-sponsored or approved activities. A principal may consider absence reasons that are consistent with the Iowa Department of Education's attendance coding requirements as excused. *[Supervised study hall, detention, early bird school, Saturday school, in-school suspension, or other appropriate disciplinary sanction]* will be assigned on a two-for-one basis.

A student who is unexcused for one or more classes for less than a whole school day, will be assigned to *[supervised study hall, detention, early bird school, Saturday school, in-school suspension or other appropriate disciplinary sanction]* for the class period(s) missed. If a student is unexcused for a whole day of classes, he or she will spend the next two days in *[supervised study hall, detention, early bird school, Saturday school, in-school suspension, or other appropriate disciplinary sanction]*. Parents are expected to telephone or use district-designated technology to report a student's absence before 9:00 a.m. on the day of the absence. Students with unexcused absences may also be referred to the at-risk coordinator.

School work missed because of absences must be made up within two times the number of days absent, not to exceed 5 school days. The time allowed for make-up work may be extended at the discretion of the classroom teacher.

Students will be allowed to make up all work missed due to any absence and will receive full credit for make-up work handed in on time. Teachers will not have attendance or grading practices that are in conflict with this provision.

Iowa Code § 294.4

[Teachers - Daily Register](#)

Iowa Code § 299

[Compulsory Education](#)

I.A.C. Iowa Administrative Code

Description

281 I.A.C. 12.3

[Administration](#)

C.F.R. - Code of Federal Regulations

Description

28 C.F.R. 35

[Judicial - Disability - Nondiscrimination](#)

34 C.F.R. Pt. 300

[Education - Disabilities/Children/Assistance to States](#)