

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, March 13, 2023

**VANDENBERG ELEMENTARY SCHOOL - Library Conference Room
561 Briggs Street
Box Elder, SD 57719**

5:00 PM

DOUGLAS SCHOOL DISTRICT INVITES YOU TO ATTEND A SCHEDULED ZOOM ROOM MEETING:

Join Zoom Meeting

<https://sdk12.zoom.us/j/92565257907?pwd=NFdZSkVodmU1RU9mTHduakNDNVpZdz09>

Meeting ID: 925 6525 7907

Passcode: 632153

Individuals attending virtually and desiring to speak during public forum should email their request to the Superintendent's Office (Kevin.Case@k12.sd.us or Jackie.McPherson@k12.sd.us), including all identifying information by noon of the day of the board meeting.

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition:
4. Review of Board Working Agreements:
 - Student Success is our Center
 - Be Respectful: Presume Positive Intent; Embrace Cognitive Conflict; Practice Suspension
 - Listen to Learn and Understand; Speak to Clarify
- 5.
6. Public Forum:
7. Approval of Agenda:
8. Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for February 27, 2023.
 - B. Approve Personnel Action
 - C. Approve the Purchases and Issuing of Accounts Payable and Payroll

- D. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
 - E. Approve Debate Team Trip Request to Phoenix, AZ June 9-16, 2023 to attend the National Debate Tournament.
 - F. Approve declaring the attached items as Surplus (surplus for sale or discard).
 - G. Approve the Intent for Non-Reelection of certified staff for the 2023-24 school year for the purpose of removing one-year only assignments or extra duty assignments.
9. Items Removed From Consent Agenda
10. Elementary and Secondary Curriculum and Instruction Items:
11. Superintendent Items:
12. Fiscal Resources Items:
- A. Review 2023-24 Capital Outlay Requests
 - B. Approve the following grant budget:
FY 23 Title I, 1003
13. Operational Support Services Items:
- A. Approve Declaring the Attached Technology Items as Surplus (Discard).
 - B. Approve CMAR (Construction Manager at Risk) Contract Between Douglas School District and Heavy Constructors Inc. for New Elementary School.
 - C. Approve First Reading of NEW Board Policies, Section G as Follows:
GCE - Part-Time And Substitute Employment - Professional Staff
GCEA- Job Sharing for Professional Staff
GCEA-E1 Job Share Application
 - D. Approve SECOND READING of Revised or Reviewed Policies, Section L as follows:
LA- Education Agency Relations Goals
LAA- Student Teachers
LB- Relation with Other Schools and School Districts
LBB- Cooperative Educational Programs
LDJ- Monetary Donations for Meals (ANGEL FUND)
LI- Relations with Education Accreditation Agencies
14. Reports:
- A. Superintendent:
 - *Principal Interview Process - FYI
 - *Classified Listening Sessions

B. Committee Reports From Board Members and Comments from Associate Board Members

15. Upcoming Calendar Events:

- March 27 - BOE Meeting
- April 6 - BOE Meeting
- April 10-14 - Spring Break

16. Adjournment

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH
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Public Participation at Board Meetings

The School Board recognizes and respects the input which may be provided by the public on school district matters. The Board also recognizes and respects the distinction between a school board meeting that is open to the public and a public hearing held by the school board.

- At a school board meeting which is open to the public, members of the public may be present, observe and listen to the school board conduct its business and may speak during the school board meeting consistent with this policy.
- At a public hearing held by the school board, there is usually one topic to be presented by the District and discussed. The public is given the opportunity to speak and be heard on the topic which is the reason for the public hearing. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

This Policy applies only to regularly scheduled school board meetings held in open session. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

Personnel matters or complaints that directly or indirectly identify an employee shall not be discussed. Complaints against school employees or students, and complaints related to sexual harassment or bullying, must be addressed according to specific school district policies before being addressed by the School Board.

When a complaint against a school employee or a student is brought to the Board during the public forum, the Board President will direct the person bringing the complaint to the applicable complaint procedure. The complaint procedures are designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. The Board will address the complaint only if the matter has been appealed to the Board pursuant to the applicable complaint policy

Persons making references about a specific school employee or employees, or a specific student or students during the public forum should be mindful that based upon what the person says during the public forum the employee(s) or student(s) about whom the comments are made may have legal recourse against the person voicing the complaint.

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative, or threatening, shall not make comments which

are disrespectful to one or more persons, and shall not use profanity.

The time designated for Public Forum on the agenda shall be immediately before the adoption of the meeting agenda by the school board.

In order to assure that the Board may conduct its meetings in a respectful and efficient manner, the procedure for public participation at regularly scheduled monthly school board meetings is as follows:

1. Agenda and Non Agenda Items:

- a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must in writing inform the Superintendent, the Business Manager or the Board President of the person's desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed. Individuals attending virtually and desiring to speak during public forum, should email their request to the superintendent's office, including all identifying information, by noon the day of the meeting.
- b. During the time designated for Public Forum, the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy
- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.

2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:

- a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
- b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
- c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school

board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.

- d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:
 - deferred until the next regular meeting or a special school board meeting, or
 - added to the meeting agenda for discussion purposes only, or
 - added to the agenda for discussion and possible action.

3. Authority of Presiding Officer:

The Board vests in its presiding officer the authority to terminate the right of any person to speak at the end of the time granted pursuant to provision 1.d, provision 1.e, or provision 2.d. as set forth in this policy. The presiding officer may also terminate the right of a person to speak at a school board meeting should the person cause public inconvenience, annoyance, or alarm to the school board or any person, engage in threatening behavior, make unreasonable noise, disturb or be disruptive of an official school board meeting, or when comments are disrespectful to one or more persons, boisterous, argumentative, threatening, or contain profanity.

If deemed necessary by the presiding officer, the presiding officer may contact local law enforcement to have a person removed from the school board meeting as it is a violation of law for a person to intentionally cause or create a risk of serious public inconvenience, annoyance, alarm or disturbance at a school board meeting.

REFERENCES

State Reference:

SDCL 1-25-1	Official meetings open to the public
SDCL 1-25-2	Executive or closed meetings
SDCL 13-32-6	Disturbance of school as a misdemeanor
SDCL 13-8-39	Management of schools by board
SDCL 22-18-35(3)	Disturbing any lawful assembly or meeting

Policy Cross Reference:

BD	School Board Meetings
Bddb	Board Meeting Agendas and Format
BDDC	Agenda Preparation and Dissemination

Adoption History

Approved	9/8/1977		
First Reading of Revision	10/10/1985		
Approved - Revision	11/14/1985		
First Reading	11/17/2014		
Approved	12/8/2014		
First Reading-Rewrite	2/13/2017		
Approved	2/27/2017		
First Reading-Revision	2/28/2022		
Approved	3/14/2022		

**DOUGLAS SCHOOL BOARD
REQUEST TO COMMENT
SPEAKER SIGN IN**

DATE _____

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative or threatening, shall not make comments which are disrespectful to one or more persons, and shall not use profanity.

Please print legibly.

	Name & Address	Email & Phone #	Topic / Item #
1			
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SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH-E(2)
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Introduction to Public Forum

If the Board/Board President wishes to have the Board President make an introductory statement at the beginning of the Public Forum, the following may serve as a starting point which could be modified at the discretion of the Board/Board President and which is consistent with local Board policy.

This is the time for the Public Forum.

Each individual wishing to address the Board is asked to sign the form on the table in the back of the room with their name, address, email and topic to be addressed being legible. Persons having signed in will be recognized and have an opportunity to speak.

Speakers will have five (5) minutes to present comments to the school board. An extension of time may be granted pursuant to Board policy. Should more than one person wish to address the school board on the same agenda item, or should the comments become repetitious, speaker time may be shortened.

The District has policies related to complaints involving bullying, sexual harassment, school employees or students. Those policies include procedures designed to balance the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. If a complaint about bullying, sexual harassment, school employees or students is brought to the Board during the public forum, the person will be informed as to the applicable complaint procedure.

* Individuals attending virtually and desiring to speak during public forum, instructions are given on the meeting agenda when it is posted to email their request to the superintendent’s office, including all identifying information, by noon the day of the board meeting.

Notes: All Board members should be aware that SDCL 22-18-35(3) says any person who intentionally causes serious public inconvenience, annoyance, or alarm to any other person, or creates a risk thereof by disturbing any lawful assembly or meeting of persons without lawful authority is a criminal offense (Class 2 Misdemeanor). This statute could be referenced in extreme situations if a speaker/group fails to respect the decorum expected during a formal governmental meeting

Adopted: 3/14/2022

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, February 27, 2023

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, February 27, 2023 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Tanya Gray presided. Those present were:

Tonya Amaral: Present, Tanya Gray: Present, Amy McGovern: Present, Cathy Melendez: Present, Chris Misselt: Present. Keelan Rasmussen, Associated Member: Present; Fran Apland, Associate Member: Present.

All actions in these Minutes were by unanimous vote unless otherwise stated.

President Gray called the meeting to order at 5:00 p.m.

Superintendent Kevin Case thanked Buildings and Grounds Coordinator Jace Waltman and his crew for their hard work during the last winter storm, clearing the snow in the extreme cold so we could have school on February 24.

There was nothing for public forum.

Motion to approve the agenda, moving Item #9 The Middle of the Year Data Presentation after Item #12 Operational Support Services Items. This motion, made by Amy McGovern and seconded by Cathy Melendez, Carried.

Motion to approve the consent agenda. This motion, made by Cathy Melendez and seconded by Amy McGovern, Carried.

Approved Board of Education Regular Meeting Minutes of February 13, 2023.

Approved Personnel Action for February 27, 2023. (Attachment)

Approved January 2023 Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

There were no conflicts disclosed as defined in SDCL 3-23.

Approved Lettering Agreement for Douglas students participating in Trap Shooting Club.

Superintendent Items:

Lauralee Patton, Box Elder City Planning & Zoning Director, presented the City of Box Elder's

most recent housing study which included information on the eight housing subdivisions currently being developed in the city limits.

Motion to approve Student Assignment request as recommended. This motion, made by Amy McGovern and seconded by Tonya Amaral, Carried. Yea: 4, Nay: 1 Voting Nay: Misselt

Motion to make up February 22, 2023 inclement weather day on March 10, 2023 AND forgive February 23, 2023 inclement weather day. Chris Misselt and seconded by Amy McGovern. Roll Call Vote was taken: Voting Yea: Amaral, Misselt; Voting Nay: Gray, McGovern, Melendez. Motion Failed.

Motion to forgive two inclement weather days on February 22 & 23, 2023. This motion, made by Cathy Melendez and seconded by Amy McGovern, Roll Call Vote was taken: Voting Yea: Gray, McGovern, Melendez; Voting Nay: Amaral, Misselt. Motion Carried.

Elementary and Secondary Curriculum and Instruction Items:

Executive Director of Elementary Academics Ann Pettit and Executive Director of Secondary Academics Kit Veit led collaborative activities with board members and meeting attendees to explain how data can be interpreted differently depending on what data points are known or not. Data-based decisions need to include more than one data point. They reviewed the middle of the year data from grades K-5 Acadience and grades 6-12 NWEA assessments.

Reports:

Superintendent Kevin Case briefly shared that the district is exploring options to improve voluntary employee benefits. There will be more information coming in the near future.

Committee Reports from Board Members and Comments from Associate Board Members.

Fran Apland reported that Vandenberg's peer-to-peer mentoring group, Anchor4Life training last week didn't happen due to the weather, but will have virtual training sometime in March or April. The plan is to have the high school training in the fall. Also the State theme for this year's Month of the Military Child is "Military Kids Bounce Back and Rise".

Tonya Amaral stated the next Booster Club meeting is March 20. The February meeting was canceled due to the weather.

Cathy Melendez said the middle school PBIS team presented to the Box Elder Chamber of Commerce and received a \$2,500 donation. The Chamber Mixer and elections will be this week.

Amy McGovern stated the Capital Outlay Committee meeting is this week.

Motion to move into executive session at 7:10 p.m. to conduct the Superintendent's Evaluation per SDCL 1-25-2.1. This motion, made by Cathy Melendez and seconded by Amy McGovern, Carried.

President Gray called the Board out of executive session at 8:14 p.m.

Motion to approve a contract extension with Superintendent Case through June 30, 2026 with final terms and conditions of the contract to be negotiated at a later date. This motion, made by Cathy Melendez and seconded by Chris Misselt, Carried.

Motion to adjourn the meeting at 8:15 p.m. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

Tanya Gray, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

DOUGLAS SCHOOL DISTRICT**PERSONNEL ACTION 2/27/2023****Activity Contract Amendments**

	Aaron Kowaleski	MS Head 8th Grade Boys Basketball-1 Year Only	\$3,186.00 Per Year for 2022-2023 School Year	Resigned 1/27/2023 worked 40% of contract to receive \$1,274.40
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Classified Resignations/Retirements/Terminations

	Name	Position	Location	Effective Date
	Anja Cautrell	LRS	Patriot Elementary	2/24/2024

Certified Voluntary Transfer Request

	Name	From Bldg/Position	To Bldg/Position	Effective Date
	Brenda Clauson	DMS / Math Teacher	DHS / Math Teacher	2023-2024 School Year

Certified Staff Hiring

	Name	Position / Wage	Location	Effective Date
	Nancy Kielhold	SLP / M+45 Step 7 \$76,025.00	Carrousel	2023-2024 School Year

Classified Staff Hiring

	Name	Location / Position	Wages	Effective Date
	Peyton Campbell	Patriot Elementary (BC) / Evening Custodian	G-1 \$15.75 per hour plus \$0.50 night differential	March 6, 2023
	Ethan Roberts	Douglas Middle School / Evening Custodian	G-1 \$15.75 per hour plus \$0.50 night differential	March 8, 2023

Temporary Hires

	Name	Position	Salary	Effective Date
	Jace Caldwell	MS Head 8th Grade Boys Basketball-1 Year Only	MSCAT3B0 \$3,090.00 Per Year Started 1/30/2023 working 60% of contract to receive \$ 1,854.00	Rest of 2022-2023 School Year Starting 1/30/23
	Kaylee Knudson	MS Asst Track Coach-1 Year Only	MSCAT5E0- \$10.80 Per hour with minimum Salary of \$2,197.00 per Year	2022-2023 School Year
**	William Velez	HS Asst Track and Field Coach-1 Year Only	HSCAT2E0- \$3,959.00	2022-2023 School Year

Substitute Hires

	Name	Substitute Teacher	Substitute Classified	Effective Date
	Anja Cautrell	\$16.00 per hours	95% of Step 1	2/27/2023

**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.
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January 1, 2023 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 12 /31 /22	\$1,309,436.19	\$226,617.68	\$1,686,265.36
RECEIPTS:			
TAXES	\$29,990.25	\$14,608.87	\$9,351.38
INTEREST	\$1,030.50		
ADMISSIONS	\$6,984.00		
LOCAL	\$5.05	\$35.59	
COUNTY	\$10,490.21		
STATE	\$1,223,549.00		\$152,154.00
FEDERAL			
OTHER	\$500.00	\$16,000.00	
INTERFUND TRAN.	\$13,657.51		
TOTAL RECEIPTS:	\$1,286,206.52	\$30,644.46	\$161,505.38
DISBURSEMENTS:			
VERIFIED CLAIMS	\$218,364.49	\$251,948.42	\$289,781.56
SALARIES	\$1,642,525.19	\$0.00	\$340,873.09
TRANSFERS OUT			
BALANCE 01/31/23	\$734,753.03	\$5,313.72	\$1,217,116.09
BALANCE 01 /31 /22	258,697.59	1,815,598.59	2,170,553.03

January 1, 2023 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 12 /31 /22	(\$2,956,565.20)	\$50,169.11
RECEIPTS:		
LOCAL		
STATE		
FEDERAL		
REIMBURSEMENTS		
OTHER (LOCAL) -AFROTC		
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	\$0.00	\$0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	\$38,124.14	\$0.00
SALARIES	\$105,040.28	\$0.00
TRANSFERS OUT		
BALANCE 01/31/23	(\$3,099,729.62)	\$50,169.11
BALANCE 01 /31 /22	(1,769,233.03)	50,849.24

January 1, 2023 FINANCIAL	DEP CARE	MEDICAL REIMB	IMPACT AID
BALANCE 12/31/22	\$1,197.63	(\$2,084.84)	\$22,983,716.54
RECEIPTS:			
INTEREST			\$13,657.51
FEDERAL			
LOCAL	\$1,373.76	\$1,500.02	
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	\$1,373.76	\$1,500.02	\$13,657.51
DISBURSEMENTS:			
VERIFIED CLAIMS	\$2,080.00	\$730.52	
EXPENDITURES/TRANSFERS OUT			\$13,657.51
BALANCE 01/31/23	\$491.39	(\$1,315.34)	\$22,983,716.54
BALANCE 01/31/22	491.76	(824.68)	23,639,910.54

January 1, 2023 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS
BALANCE 12/31/22	\$303,283.02	\$221,229.89
RECEIPTS:		
INTEREST		
SALES	\$51,459.53	
STATE		
FEDERAL	\$36,347.69	
LOCAL	\$301.62	\$44,056.57
OTHER		
INTERFUND TRAN.		
LOANS		
TOTAL RECEIPTS:	\$88,108.84	\$44,056.57
DISBURSEMENTS:		
VERIFIED CLAIMS	\$46,025.30	\$27,410.14
SALARIES	\$55,118.95	\$0.00
BALANCE 01/31/23	\$290,247.61	\$237,876.32
BALANCE 01/31/22	257,842.56	194,061.16

Board Report - For School Board 02/28/2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	182047		1,755.08
AQUA CHEM	182048		675.00
BJ'S INSTRUMENT REPAIR	182049		160.00
BLACK HILLS ENERGY- AUTO PAY	89		34,810.34
BLACK HILLS RAPTOR CENTER	182050		300.00
BLACK HILLS STATE UNIVERSITY	182051		225.00
CARQUEST AUTO PARTS	182053		274.89
CLARK PRINTING, INC.	182055		668.25
CLASS SOLVER LLC	182056		570.50
CROSSROADS HOTEL	182058		167.50
CUSTER SCHOOL DISTRICT	182059		40.00
DAKOTA BUS SERVICE, INC.	182060		2,940.00
DHS BASKETBALL	182061		458.00
ECONO LODAGE INN & SUITES - YANKTON	182062		910.00
EVERGREEN OFFICE PRODUCTS	182063		35.96
FIDUCIARY ACCOUNT	182064		3,915.92
GRAINGER, INC	182067		446.98
HARRISBURG HIGH SCHOOL SPEECH & DEBATE	182068		412.00
HILLYARD INC	182069		5,679.22
HOLE IN THE WALL NFL DISTRICT	182070		290.00
INNOVATIVE OFFICE SOLUTIONS	182071		3,705.20
INSECT LORE	182072		38.94
JOSTENS INC	182074		44.63
LIBRARY STORE INC	182075		282.40
LYNN JACKSON SHULTZ & LEBRUN PC INC	182077		2,806.88
MENARDS	182079		309.73
MG OIL COMPANY, INC.	182080		1,998.64
MIDCONTINENT COMMUNICATIONS- AUTO PAY	88		1,512.80
MRAZ, TONY	182081		1,875.00
NORTH CENTRAL BUS & EQUIPMENT CO. INC	182082		1,101.17
O'GORMAN HIGH SCHOOL	182083		150.00
POPP BINDING AND LAMINATING, INC	182084		1,998.00
QUALITY INN - HURON	182085		145.78
RAPID CITY JOURNAL	182086		570.08
ROBOTICS EDUCATION & COMPETITION	182087		375.00

Board Report - For School Board 02/28/2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
RUSHMORE PLAZA HOLIDAY INN	182088		72.00
SDMEA	182092		560.00
SUPER 8- BROOKINGS	182093		1,554.00
TINANT, KAZUMI	182094		200.00
GENERAL FUND			<hr/> 74,034.89
AMAZON.COM	182047		209.93
CO-OP ARCHITECTURE	182057		294,494.30
FOLLETT CONTENT SOLUTIONS, INC	182065		719.62
FOLLETT CONTENT SOLUTIONS, INC	182066		4,150.36
LIGHTSPEED TECHNOLOGIES INC	182076		1,914.00
CAPITAL OUTLAY			<hr/> 301,488.21
AMAZON.COM	182047		1,085.68
CARNEGIE LEARNING	182052		300.00
CASH - PUPIL PERSONNEL	182054		54.30
INSTITUTE MULTI-SENSORY EDUCATION	182073		125.00
SCHOLASTIC, INC.	182089		358.43
SCHOOL SPECIALTY INC.	182090		260.52
SD DEPARTMENT OF HUMAN SERVICES	182091		22.32
SPECIAL ED			<hr/> 2,206.25
FIDUCIARY ACCOUNT	182064		4,500.00
INSTITUTE MULTI-SENSORY EDUCATION	182073		60.00
MALONE ENGINEERING, INC.	182078		45,000.00
GRANTS			<hr/> 49,560.00
			<hr/> 427,289.35
ABELSETH, JADEN	12015		116.50
AMAZON.COM	12016		76.89
CASH-WA DISTRIBUTING COMPANY, INC.	12017		4,253.74
COCA-COLA BOTTLING CO HIGH COUNTRY	12018		886.00
DOMINOS PIZZA- BOX ELDER	12019		693.75
PAN-O-GOLD BAKING COMPANY, INC.	12020		278.76
PRAIRIE FARMS	12021		2,556.31
REINHART FOOD SERVICE LLC	12022		12,568.38
FOOD SERVICE			<hr/> 21,430.33
			<hr/> 21,430.33
Grand Total:			<hr/> 448,719.68

DOUGLAS SCHOOL DISTRICT**PERSONNEL ACTION 3/13/2023****Employee Leave of Absence Requests**

	Beverly Parker-Greer	Requesting a LOA	April 3, 2023 to May 25th, 2023	
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Certified Professional Growth Plans

	Name	Building	Position	
	Amanda Awe	Douglas Middle School	Language Arts	

Classified Resignations/Retirements/Terminations

	Name	Position	Location	Effective Date
	Aurelio Calle	SPED Aide	Douglas Middle School	3/3/2023
	Heather Hall	SPED Aide	Vandenberg Elementary	3/31/2023
	Tonia Tate	LRA	Patriot Elementary (FC wing)	1/14/2022
	Charlotte Warren	ISS/Tlmeout Aide	Douglas Middle School	5/26/2023

Certified Voluntary Transfer Request

	Name	From Bldg/Position	To Bldg/Position	Effective Date
	Pegge Basham	Patriot Elementary (Francis Case wing) / Instructional Leader	Patriot Elementary (Francis Case wing) / Third Grade Teacher	2023-2024 School Year
	Shelby Sieveke	Patriot Elementary (Francis Case wing) / Third Grade Teacher	Patriot Elementary (Francis Case wing) / Instructional Leader	2023-2024 School Year

Classified Voluntary Transfer Request

	Name	From Bldg/Position/Hrs	To Bldg/Position/Hrs	Effective Date
	Tammi Koch	Transportation / Bus Aid / 3 hours per day	Transportation / Bus Driver / 3 hours per day	1/10/2023

Certified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	Robert Harrington	Douglas High School	M/7 - \$58,525.00	2023-2024 School Year
	Courtney Lytle	Patriot Elementary (Francis Case Wing) / Instructional Leader	M/5 - \$57,025.00	2023-2024 School Year
	Hannah Snyder	Douglas Middle School / Language Arts	B/0- \$48,275.00	2023-2024 School Year
	Karley Tracy-King	Vandenberg / SPED Teacher	B/0 - \$48, 275.00	2023-2024 School Year
	Charlotte Warren	Douglas Middle School / Reading Teacher	B/4 - \$51,275.00	2023-2024 School Year

Classified Staff Hiring

	Name	Position	Location	Effective Date
	Kristen Goff	FSW	Douglas High School	03/13/2023
	Jamie McAuliffe	FSW	Douglas Middle School	03/16/2023

Temporary Hires

	Name	Position	Salary	Effective Date
	Jenna Burbach	MTSS Leader - - 1 Year Only	\$500.00 per year	2022-2023 School Year
	Shawna Delaney	Anchored 4 Life & Student to Student- 1 Year Only	\$600.00 per year	2022-2023 School Year
	Cathleen DeneKamp	MTSS Leader - - 1 Year Only	\$500.00 per year	2022-2023 School Year
	Eric Elder	MS Head Track Coach - 1 Year Only	\$3,186.00 per year	2022-2023 School Year
	Cassie Hamer	MS Head Spring Drama Coach-1 Year Only	\$2,872.00 per year	2022-2023 School Year
	Matt Heck	HS Asst Boys Basketball- 1 Year only	\$4,205.00 per year	2022-2023 School Year
	Teresa Keyser	Anchored 4 Life & Student to Student- 1 Year Only	\$600.00 per year	2022-2023 School Year
	Aaron Kowaleski	MS Asst Track Coach - 1 Year Only	\$2,231.00 per year	2022-2023 School Year
	Shannon Maxon	Credit Recovery Summer School	\$35.37 per hour	2022-2023 School Year
	Shireen Nelson	MTSS Leader - - 1 Year Only	\$500.00 per year	2022-2023 School Year
	Brittany Pearson	HS Asst Boys Basketball- 1 Year only	\$4,082.00 per year	2022-2023 School Year
	Rachel Quimby	MS Asst 8th Grade Boys Basketball - 1 Year Only	\$2,470.00 per year	2022-2023 School Year
	Rachel Quimby	MS Asst Track Coach - 1 Year Only	\$2,401.00 per year	2022-2023 School Year
	Robert Rath	MS Asst 7th Grade Boys Basketball - 1 Year Only	\$10.80 Per hour with minimum Salary of \$2,231.00 per Year	2022-2023 School Year
	Angela Rossow	MTSS Leader - - 1 Year Only	\$500.00 per year	2022-2023 School Year
	Lindsay Scott	MS Asst Spring Drama Coach-1 Year Only	\$1,7962.00 per year	2022-2023 School Year
	Emilee Stukerjurgan	MS Head Cheer Coach- 1 Year Only	\$10.80 Per hour with minimum Salary of \$2,917.00 per Year	2022-2023 School Year
	Shae Weber	MS Asst Track Coach - 1 Year Only	\$2,231.00 per year	2022-2023 School Year

Substitute Hires

	Name	Substitute Teacher	Substitute Classified	Effective Date
	Sky Bowler	\$16.00 per hour	95% of Step 1	3/7/2023
	Meliam Figueroa	\$16.00 per hour	95% of Step 1	3/7/2023

	Merry Hunter	\$16.00 per hour	95% of Step 1	3/7/2023
	Charity Komes	\$16.00 per hour	95% of Step 1	3/7/2023
	Kyle McGraw	\$20.00 per hour	95% of Step 1	3/7/2023
	Mark Novak	\$16.00 per hour	95% of Step 1	3/7/2023
	Christoper Sanchez	\$16.00 per hour	95% of Step 1	3/7/2023
	Andrew Simco	\$16.00 per hour	95% of Step 1	3/7/2023
	Hannahlynn Snyder	\$20.00 per hour	95% of Step 1	2/28/2023
	Amber Starr	\$16.00 per hour	95% of Step 1	3/7/2023

Certified Notices of Non Re-Elect

** Personnel Action additions and updates made after intial publication and before scheduled school board meeting.

Board Report - For School Board 03/15/2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A & B WELDING SUPPLY COMPANY INC.	182099		344.74
AASA REGISTRATION	182098		(25.00)
AMERICAN KEY SUPPLY	182098		200.00
BERS WINDY FLATS RUBBLE SITE	182100		36.00
BHSU MUSIC DEPT	182101		150.00
BLACK HILLS ENERGY- AUTO PAY	93		36,830.07
BLACK HILLS ROOFING, INC.	182102		792.00
BLACK HILLS URGENT CARE	182103		100.00
BOX ELDER HARDWARE	182104		662.84
CARQUEST AUTO PARTS	182106		625.32
CENTRAL HIGH SCHOOL ACTIVITIES	182107		272.02
CENTURY BUSINESS	182108		99.00
CENTURYLINK	182109		458.38
CITY OF BOX ELDER/PUBLIC WORKS DEPT	182110		3,587.07
CRESCENT ELECTRIC	182112		626.14
DAKOTA SUPPLY GROUP, INC.	182113		1,474.98
DAYS INN- MITCHELL	182114		1,375.00
DEMCO, INC	182115		176.80
DOMINOS PIZZA- BOX ELDER	182098		103.07
EVERGREEN OFFICE PRODUCTS	182116		934.00
FIDUCIARY ACCOUNT	182117		2,798.00
FOOD SERVICE	182118		588.20
GRAINGER, INC	182119		148.65
GREAT WESTERN TIRE COMPANY	182121		40.90
HILLYARD INC	182122		45.21
JENNER EQUIPMENT COMPANY, INC.	182123		1,103.80
JW PEPPER & SONS, INC.	182124		75.00
KIEFFER SANITATION, INC.-AUTO PAY	92		2,285.47
LOWE'S BUSINESS ACCOUNT	182098		2,189.00
LYNN JACKSON SHULTZ & LEBRUN PC INC	182125		2,343.00
MENARDS	182126		1,331.72
MF ATHLETIC	182098		602.10
MG OIL COMPANY, INC.	182127		12,862.00
MONTANA DAKOTA UTILITIES COMPANY, INC.	182128		18,166.24
MUSICIAN'S FRIEND INC.	182129		161.91

Board Report - For School Board 03/15/2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
NATIONAL ENERGY CONTROL CORPORATION	182130		741.19
NORCOSTCO	182098		454.94
NORTH CENTRAL BUS & EQUIPMENT CO. INC	182131		1,052.91
NORTHERN TRUCK EQUIPMENT CORP.	182132		745.75
PRINT MARK-ET	182133		35.00
RAPID CITY JOURNAL	182134		82.84
RAPID CITY JOURNAL	182135		74.26
RDO EQUIPMENT	182137		30.57
RIVERSIDE TECHNOLOGIES INC	182138		5,300.00
RUSHMORE PLAZA HOLIDAY INN	182139		75.50
SAM'S CLUB	182098		402.90
SANFORD HEALTH OCCMED	182140		269.00
SASD	182141		180.00
SCHOOL NURSE SUPPLY	182142		78.78
SDHSAA	182145		930.00
SOUTH DAKOTA MINES	182146		1,000.00
STELZIG, JENNIFER	182147		144.00
SUMMIT SIGNS SUPPLY, INC.	182148		197.50
SUPER 8 - SHERIDAN	182149		1,190.70
TEMPERATURE TECHNOLOGY INC	182150		581.63
THEATRE HOUSE INC	182098		113.04
TIE	182151		3,500.00
UNITED AIR LINES	182098		629.15
US BANK	182098		6,677.26
VANWAY TROPHY & AWARD, INC.	182153		69.20
VERIZON WIRELESS	182154		339.92
VOYAGER FLEET SYSTEMS, INC.	182156		845.71
WAL-MART STORES INC	182098		232.30
WEDDING AND PORTRAIT PHOTOGRAPHY	182098		70.00
WEST RIVER ELECTRIC-AUTOPAY	91		2,154.05
WESTERN COMMUNICATIONS, INC.	182158		768.00
WORLDWIDE CHOREOGRAPHY	182159		4,100.00
GENERAL FUND			<hr/> 126,629.73
CENTURY BUSINESS	182108		8,540.26
CO-OP ARCHITECTURE	182111		169,996.20

Board Report - For School Board 03/15/2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
GRANITE NISSAN	182120		48,679.00
JENNER EQUIPMENT COMPANY, INC.	182123		2,094.59
CAPITAL OUTLAY			<hr/> 229,310.05
CARNEGIE LEARNING	182105		300.00
DELTA AIR LINES	182098		2,095.20
FIDUCIARY ACCOUNT	182117		840.00
RATWIK, ROSZAK & MALONEY, P.A	182136		350.00
SASD	182098		55.20
SD DEPARTMENT OF HUMAN SERVICES	182143		2,291.82
TIMMONS MARKET	182152		17.58
US BANK	182098		7,572.75
VOLUNTEERS OF AMERICA, DAKOTAS	182155		848.40
WAL-MART STORES INC	182098		213.86
WALTMAN, MONICA	182157		120.00
SPECIAL ED			<hr/> 14,704.81
SD DEPARTMENT OF LABOR UNEMPLOYMENT	182144		671.60
UNEMPLOYMENT			<hr/> 671.60
			<hr/> 371,316.19
CASH-WA DISTRIBUTING COMPANY, INC.	12024		1,904.63
CASH-WA DISTRIBUTING COMPANY, INC.	12025		10,013.63
COCA-COLA BOTTLING CO HIGH COUNTRY	12026		641.00
DAKOTA WAREHOUSE	12027		250.00
DOMINOS PIZZA- BOX ELDER	12028		1,313.50
GENERAL FUND	12029		51,132.13
PAN-O-GOLD BAKING COMPANY, INC.	12030		932.87
PRAIRIE FARMS	12031		5,568.50
REINHART FOOD SERVICE LLC	12032		15,684.66
SERVALL TOWEL & LINEN SUPPLY, INC.	12033		280.20
FOOD SERVICE			<hr/> 87,721.12
			<hr/> 87,721.12
Grand Total:			<hr/> 459,037.31

PAYROLL EXPENDITURES

FEBRUARY 7 2023

FEBRUARY 21 2023

TOTALS

\$1,076,309.88




\$1,157,406.56






AMANDA	AWE	HS	HS ASST DEBATE COACH
CATHY	BARAGER	MS	MS HEAD VOLLEYBALL COACH
KATIE	BELL	BC	BC MTSS LEADERSHIP TEAM- 1ST GRADE
JASON	BOADING	HS	LUNCHROOM SUPERVISOR
JASON	BOADING	HS	HS ASST TRACK AND FIELD COACH
JENNA	BURBACH	VES	VES MTSS LEADERSHIP TEAM
JACE	CALDWELL	MS	MS HEAD 8TH GRADE BOYS BASKETBALL
DALE	DAUGHERTY	HS	HS ASST FOOTBALL COACH
SHAWNA	DELANEY	VES	VES Anchored 4 Life & Student to Student
CATHLEEN	DENEKAMP	VES	VES MTSS LEADERSHIP TEAM
LYNDSAY	DEYO	BC	BC MTSS LEADERSHIP TEAM- 3RD GRADE
ERIC	ELDER	MS	MS ASST CROSS COUNTRY COACH
ERIC	ELDER	MS	MS HEAD TRACK AND FIELD COACH
NICHOLAS	FERGUSON	MS	MS 7TH GRADE FOOTBALL COACH
MARGRET	GLANDT	BC	BC MTSS LEADERSHIP TEAM- 2ND GRADE
CASSIE	HAMER	MS	MS HEAD DRAMA COACH
CASSIE	HAMER	MS	MS HEAD SPRING DRAMA COACH
THOMAS	HANCOCK	MS	MS YEAR BOOK ADVISOR
KAITLIN	HEIER	MS	MS HEAD 7TH GRADE BOYS BASKETBALL
KAITLIN	HEIER	HS	HS 0.5 ASST TRACK AND FIELD COACH
TERESA	KEYSER	VES	VES Anchored 4 Life & Student to Student
KAYLEE	KNUDSON	HS	MS ASST TRACK AND FIELD COACH
NICHOLAS	KNUTSON	MS	MS HEAD INTERMURAL 6TH GRADE BOYS BASKETBALL
AARON	KOWALESKI	MS	MS ASST TRACK AND FIELD COACH
AARON	KOWALESKI	MS	MS HEAD 8TH GRADE BOYS BASKETBALL
KEVIN	MILITELLO	MS	PATRIOT PRESS
KEVEN	MILITELLO	MS	ROBOTICS ADVISOR
TRAVIS	MILLER	MS	MS HEAD CROSS COUNTRY COACH
REBECCA	NELSON	VES	VES COMPUTER TEACHER
SHIREEN	NELSON	VES	VES MTSS LEADERSHIP TEAM
TORI	NIELSON	HS	HS ASST GIRLS BASKETBALL
TORI	NIELSON	MS	MS ASST 7TH GRADE VOLLEYBALL COACH
TORI	NIELSON	MS	MS HEAD 7TH GRADE GIRLS BASKETBALL COACH
CHANDRA	OLSON-CANAAN	BC	BC S2S COORDINATOR
BRIAN	PALMER	MS	MS STUDENT COUNCIL ADVISOR
BRITTANY	PEARSON	HS	HS ASST BOYS BASKETBALL
JON	PIERSON	HS	HS ASSISTANT FOOTBALL COACH
RACHEAL	QUIMBY	MS	MS ASST 8TH GRADE BOYS BASKETBALL
RACHEAL	QUIMBY	MS	MS ASST 7TH GRADE GIRLS BASKETBALL
RACHEAL	QUIMBY	MS	MS ASST TRACK AND FIELD COACH
RACHEAL	QUIMBY	MS	MS HEAD 8TH GRADE VOLEYBALL COACH
ROBERT	RATH	MS	MS 8TH GRADE ASST FOOTBALL COACH
ANGELA	ROSSOW	VES	VES MTSS LEADERSHIP TEAM
LINDSAY	SCOTT	MS	MS ASST DRAMA COACH
LINDSAY	SCOTT	MS	MS ASST SPRING DRAMA COACH
TASA	SOTELO	BC	BC MTSS LEADERSHIP TEAM- KG GRADE
DUNCAN	STOBNER	MS	MS 7TH GRADE ASST FOOTBALL COACH

DUNCAN	STOBNER	MS	MS HEAD WRESTLING COACH
WILLIAM	VELEZ	MS	MS ASST WRESTLING COACH
WILLIAM	VELEZ	HS	HS ASST TRACK AND FIELD COACH
LISA	VERNON	BC	BC S2S COORDINATOR
SHAE	WEBER	MS	MS ASST 8TH GRADE VOLLEYBALL
SHAE	WEBER	MS	MS ASST TRACK AND FIELD COACH
COLIN	WEINZIRL	MS	MS 8TH GRADE FOOTBALL COACH
MARLEE	WIEMAN	HS	HS ASST CROSS COUNTRY COACH





Capital Outlay Proposals 2023-24								
Department	Amount Proposed	Priority 1	Priority 2	Priority 3	Sum	ESSER \$'s	Ending Cost	
Building Requests	\$36,925.00	\$18,925.00	\$18,000.00	\$0.00	\$36,925.00		\$36,925.00	
Food Services	\$27,225.00	\$15,850.00		\$11,375.00	\$27,225.00		\$27,225.00	
Transportation	\$279,025.00	\$259,750.00	\$19,275.00		\$279,025.00	-\$259,750.00	\$19,275.00	
Technology	\$772,943.00	\$646,900.00	\$107,095.00	\$18,948.00	\$772,943.00	-\$551,205.00	\$221,738.00	
Buildings & Grounds	\$2,736,900.00	\$2,367,350.00	\$147,050.00	\$222,500.00	\$2,736,900.00	-\$1,848,557.00	\$888,343.00	
Curriculum	\$724,000.00	\$720,000.00	\$4,000.00		\$724,000.00	-\$720,000.00	\$4,000.00	
Library	\$27,000.00		\$27,000.00		\$27,000.00		\$27,000.00	
SPED	\$0.00				\$0.00		\$0.00	
Athletics	\$120,725.00	\$20,825.00	\$49,900.00	\$50,000.00	\$120,725.00	-\$11,700.00	\$109,025.00	
Total District	\$4,724,743.00	\$4,049,600.00	\$372,320.00	\$302,823.00	\$4,724,743.00	-\$3,391,212.00	\$1,333,531.00	
	Tax/Impact Aid Dollars Available	\$2,344,473.00					-\$345,118.00	Unsure Items/Projects
ESSER Budget	B&G (Francis Case)	\$798,557.00					\$988,413.00	
	B&G (High School)	\$1,050,000.00						
	Curriculum (Elem)	\$750,000.00						
	Curriculum (HS)	\$50,000.00						
	Transportation	\$281,609.00						
	Technology (View Boards)	\$153,400.00						
	Technology (iPads)	\$136,005.00						
	Technology (HS, MS & Tech)	\$239,000.00						
	Technology (Chromebook Cases)	\$22,800.00						
	Activities (HUDL)	\$11,700.00						
	ESSER Dollars Available	\$3,493,071.00						

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.
					2	Needed / Yearly Allocation	
BUILDING REQUESTS					3	If Extra Funds / Future Purchase	
Approve /Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale
A	High School	River Rock Garbage Receptacles	\$1,800.00	B&G	1		as per email from Jace
A	High School (Science)	Science stools (24 @ \$192.74) (4 @ 255.05) 28 total stools	\$5,650.00	B&G	1	2016	Current stools are losing bearings and needing constant repair. They began falling apart soon after they were purchased. Been borrowing/stealing stools from the science lab to use in the classroom. Becoming a safety concern for students sitting on them.
A	Middle School (Tech Ed)	Tech Ed Remodel (tables & chairs)	\$4,925.00	B&G	1		Current chairs are cabinets and students cannot put their legs under need of it
A	Badger Clark & Francis Case	Outdoor Garbage Receptacles	\$6,550.00	B&G	1		as per email from Jace
A	Middle School (Office)	Office Remodel	\$18,000.00	B&G	2		New desk for secretaries and the movement of a wall and counter to make office have more space.
D	VES (GRT)	Teacher Chairs		B&G	3	Varied-Dates	To replace the chairs that are splitting, falling apart, and broken. -- stocked in the warehouse, please submit request (General Fund \$2,382)
D	Badger Clark	9x12 Magnetic and ruled dry erase boards		Curr	4	Needed / Yearly Allocation	our previous boards are worn out and fraying on the edges as they seem like they were made of cardboard -- general budget (General Fund \$1,340)
D	Badger Clark	PE Equipment		Curr	2	every year we replace some equipment	To supply program an outside equipment (General Fund \$1,800)
D	Francis Case	Heggerty Manuals for K-1 BC & FC		Curr	2	new	Pay for with 1003 funds (\$3,653)
D	High School (PE)	Half rack (2 @ \$2900) Weight Bench (2 @ \$850)		Curr	2	1989	Replacing old benches with a more versatile piece of equipment (\$7,700) -- reevaluate after research on rotation process for PE equipment
D	High School (SPED)	Kidney markerboard tables (4 @ \$414.71) Rectangle markerboard tables (4 @ \$389.96)		B&G	2	new	Each resource room will have one kidney table & one rectangle table for student engagment (\$3,705.84) -- reevaluate after Furniture Planning Process completed
D	High School (Music)	Marching Bass Drum (1) \$544.89 Marching Bass Drum (1) \$636.79 Master Bass Drum Case (1) \$189.39 Marching Snare Drum (2 @ \$603.59) Marching Snare Drum Case (2 @ \$115.79) Snare Drum Carrier (2 @ \$109.95) Aluminum Tube Carrier (1) \$1,137.99 Marching Tom Case (1) \$209.99		Curr	3	new	Future programming Equipment needed for drumline. DHS does not currently have enough equipment for a drumline. Interest has grown in recent years for this activity. This would only be a purchase for this year and replacement equipment would be requested as it aged out. --(\$4,377.71)
TOTAL			\$36,925.00				

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.	
					2	Needed / Yearly Allocation		
FOOD SERVICES					3	If Extra Funds / Future Purchase		
Approve /Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale	
	Food Service	Steam Table Replacement for BC	\$5,325.00	Badger Clark	1	1985	Many work orders have been put in for repairs. Not sure of the date of purchase. I do know that it was the original one from before the kitchen moved to where it is now. I would like to update it for something more energy efficient and provide the FSW with an additional well. Leaks; put in the 1980s	\$15,850.00
	Food Service	HS Oven	\$10,525.00	High School	1	2000	Costly repairs, hard to find correct parts for the model we have. Double oven was purchased in 2000 which exceeds the 8-10 year life cycle by 10-12 years. Currently we have many brands of ovens in the district (Vulcan, Blodgett, Hobart and Duke), I would like to phase into having a consistent brand district wide for ease of repairs and obtaining parts. Both hot lunch and Alacarte using same oven. Cannot find replacement parts; summer feeding program	
	Food Service	Replacement Warmers	\$11,375.00	District	3	1985	Warmers were purchased in 1985, cost of continual repairs, efficiency of holding temperature, and unification of warmers across the district. We have a total of 8 warmers in the district, all purchased in 1985. I would like to replace 2 a year, within 4 years have them all replaced and updated. All buildings	\$11,375.00
TOTAL			\$27,225.00					

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.	
					2	Needed / Yearly Allocation		
TRANSPORTATION					3	If Extra Funds / Future Purchase		
Approve/ Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale	
	Transportation	Special Needs Bus	\$133,450.00	District	1	2010	To replace 2010 bus that has over 125K miles. Bus is already included in ESSER funds.	\$259,750.00
	Transportation	77 Passenger Bus	\$126,300.00	District	1	2004	To replace 2004 bus with 102K miles (new or replacement). Bus is already included in ESSER funds. Part of Clean Diesel Program	
	Transportation	Power Washer For Vehicle Wash Bay	\$9,000.00	District	2	2012	Replace current model that is 10 years old that has frequent interruptions and is costly to maintain. Cost of overhaul would be half the cost of a new model and also a quarter of life expectancy. Possible reduction in cost for trade-in allowance	\$19,275.00
	Transportation	Snow Plow	\$10,275.00	District	2	15+ yrs old	Current Snow Plow is over 15 years old and will not fit the new truck when it arrives. Dont have priority with Ford. Valid quote until August Dependent upon specific truck purchased	
	Transportation	40 Passenger Van / Suburban		District	3	New	To be used to transport the transition students in the 18-21 year program. The biggest vehicle we currently have is a 8 passenger van that does not accommodate the number of students in the program. Not available on State Contract / Attempting to do it through Sourcewell (\$55,000)	
		TOTAL	\$279,025.00					








Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.		
					2	Needed / Yearly Allocation			
					3	If Extra Funds / Future Purchase			
TECHNOLOGY									
Approve /Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale	Notes	
A	Tech	Student Computers (qty 305)	\$129,325.00	Grades 3-12	1	device	Annual EOL replacement in addition to 950 ECF laptops	verify and update 5-year plan	\$646,900.00
A	Tech	Staff Laptops (95) \$884	\$84,000.00	District	1	device	Needed to address staff laptops at and beyond end of life. This also accounts for an additional 75 laptops approved in allocation for Classified workforce, long-term sub and staff growth. Also includes Admin Laptop allocation.	verify and update 5-year plan	
A	Tech	ViewSonic Viewboards (qty 49)	\$159,025.00	Middle School	1	device	MS install; schedule training for MS staff at beginning of school year. (42 MS, 6 Carr, 1 Tech)		
A	Tech	Student iPads (qty 200)	\$81,600.00	Grades K-2	1	device	EOL Replacement +Apple Care + Protective Shield		
A	Tech	Docking Stations (100)	\$14,900.00	District	1	device	EOL current docks need replaced.		
A	Tech	MacBooks (1)	\$1,050.00	TD	1	device	IT to manage ipads		
A	Tech	High School Lab Computers (60)	\$72,850.00	HS	1	device	HS Library, Lab 134, Lab 5, Alt. Ed. (addresses 2 year approach to replacement. Current computers are EOL)	Discuss with Mrs. Veit, HS Admin.-Complete	
A	Tech	AP's (qty 83)	\$71,225.00	District	1	network	Access Points (E-Rate - 40% actual cost to the District)		
A	Tech	48 Port Switch (HS)	\$8,600.00	High School	1	network	(E-Rate - 40% actual cost to the District)		
A	Tech	24 Port Switch (MS)	\$7,100.00	Middle School	1	network	(E-Rate - 40% actual cost to the District)		
A	Tech	Switch UPS (8)	\$17,225.00	District	1	network	This is due to failure of (06) UPS (cause - power surges, gray outs and black outs), and planned expansion of two (02) additional switches (ref switch capital outlay proposal). 1 additional battery pack for large UPS in server room. (E-Rate - 40% actual cost to the District)		
A	Tech	Staff Monitors (10)	\$1,900.00	District	2	device	Adequate inventory needed to support staff allocated monitors of the 24" size. Could offer older monitors if available, however, this contradicts our desire to standardize.		\$107,095.00
A	Tech	Device Carts (26)	\$36,375.00	District	2	equipment	25 to support all Student laptops 1:1 allocated for DHS (~800); 01 cart for TD. Replaces 4 different make/model carts that are ineffective at properly hosting, charging, maintaining, securing and transporting these devices.		
A	Tech	Admin iPads (20) iPad Pro 12"	\$23,375.00	District	2	device	Includes keyboard. Cost may be reduced by choosing 10" (\$9,160)	Discuss with Admin - come up with standards/options	
A	Tech	Admin Office TV -Security Display (20)	\$14,000.00	District	2	equipment	TV display for streaming school security cameras, monitor display, presentation etc.		
A	Tech	UPS Staff desks (15)	\$1,325.00	District	2	device	Secretary, Admin, Custodial, Transportation Desks. Addresses EOL need.		
?	Tech	Student Laptop Cases	\$30,120.00	District	2	New	1,255 cases would account for the 950 laptops approved through ECF grant, PLUS an additional 305 proposed for purchase in FY24. @\$24 = \$30,120. Chrome Case 14" - Large accessory pocket in the front that is perfect for your power brick and other cords. All around padding for protection. Water resistant coating. Slip pocket. Embroidered with Douglas Seal.	2/27 - Reached understanding with HS/MS/TD to possibly reduce by half and require in Student Use Agreement to either use personal case/backpack, or DSD provided. Therefore, Need = (projected enrollment ~ 1,450 - in-use (~620)) / 2 = 415	
A	Tech	Admin Monitors (18)	\$8,950.00	District	3	device	Standardizing Admin office setup w/a single large (34") curved size. All Admins +2 Spare for tech (less Case, Crosswait, Cowen) = 18	Discuss with Admin - come up with standards/options	
?	Tech	Classroom Laser / Presentation Pens (200)	\$9,998.00	District	3	New	Pen designed specifically for the Douglas model ViewBoard. This is a new product coming available April 2023. Elementary principals advocating as a much need tool to compliment new interactive display.	Proposed pen counts have been confirmed with all schools accept DMS and CAR. Breakdown proposed: DHS (46), DMS(42), VES(32), BC(34) & FC(35); CAR(04); CO(01); TD(06).	\$18,948.00







Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.		
					2	Needed / Yearly Allocation			
					3	If Extra Funds / Future Purchase			
TECHNOLOGY									
Approve /Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale	Notes	
	Tech	Fiber Mapping	\$0.00	District	4	service	Precursor needed prior to Fiber Upgrade 2025 – Renner has a fiber map of everything – no longer necessary – general fund (\$6,000)		
	Tech	Aristotle Classroom Monitoring System	\$0.00	Middle School	2	System	Requested by Kit and Courtney \$5,000 FY2023, \$14,000 FY 2024 (\$19,000 GF)		
	Tech	NIMS	\$0.00	District	2	system	Data management/integration software – general fund (\$9,500 annually)		
	Tech	Tripods (30) (105)		District	2	equipment	Replaces Document Camera Setup – general fund (\$2,625)	Proposed for reconsideration. Make/model TBD. We're looking at 3 different models ranging from \$15 – \$28 and will gain buy-in from principals on exact type before purchase. \$25 per, 105 ct total, proposed for planning purposes. – Breakdown: DHS (05); DMS(05); VES(27); BG(34) & FG(30); GAR(04); TD(02); \$2,625.	
TOTAL			\$772,943.00						

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.	
					2	Needed / Yearly Allocation		
BUILDINGS & GROUNDS					3	If Extra Funds / Future Purchase		
Approve/ Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale	
A	B&G	Air Handling Unit, IT room	\$10,525.00	IT	1		To maintain temperature in server room to prevent a server crash (mobile unit)	\$2,367,350.00
A	B&G	Front End Loader	\$80,600.00	B&G	1		Used to rent \$10 K/ year; to remove snow locally and efficiency	
A	B&G	Kubota Side by Side Snow and Ice	\$47,825.00	B&G	1		Remove ice on sidewalks or salt/ sand mix	
A	B&G	LON Card	\$72,200.00	B&G	1		Heating systems upgrade-card and installation (2)	
A	B&G	Furniture PLC/Kennedy	\$10,000.00	FC	1		Replace old furniture	
A	B&G	Heating Upgrade	\$1,200,000.00	FC	1		START IMMEDIATELY - ESSER \$'s; System outdated non-repairable/over budget	
A	B&G	HS Boiler & Controls Upgrade	\$700,000.00	HS	1		START IMMEDIATELY - ESSER \$'s	
A	B&G	A/C Units (2)	\$33,000.00	BC	1		Rooms currently will not cool down with current system-Kitchen 2-music rooms	
A	B&G	Entry Runners	\$10,000.00	Carrousel	1		Safety/Security	
A	B&G	Relocate Server Room	\$200,000.00	IT	1		Solid solution to a constant issue; raised floor, walls, moving equipment, adding AC, fire suppression, etc.	
A	B&G	Clocks	\$3,200.00	District	1		Continue with replacement cycle -50 per until all replaced	
A	B&G	Carpet Cleaner	\$18,675.00	District	2		short 1 machine	\$147,050.00
A	B&G	Crossing Signs	\$2,650.00	District	2		Don Williams Drive	
A	B&G	Bench Grinder (2)	\$1,525.00	B&G	2		Replacement in shops -welding and electrical shops	
A	B&G	Phase 2 Water Tower	\$5,000.00	B&G	2		Building needed for meter 10x12	
A	B&G	Plasma Torch	\$9,900.00	B&G	2		Welding Room - cannot fix equipment, currently buying items (cost efficiency)	
A	B&G	Wet Dry Vac (FC)	\$1,225.00	FC	2		Efficiency	
A	B&G	Wet Dry Vac	\$1,300.00	BC	2		District replacement	
A	B&G	Install Refocus Room	\$17,500.00	VES	2		Student privacy/safety	
A	B&G	Relocate Wall in office	\$11,500.00	MS	2		More room and efficiency	
A	B&G	Dutch Doors	\$5,500.00	Carrousel	2		Safety/Security	
A	B&G	Sign Posts	\$2,275.00	District	2		Sign posts made to break away-Safety	
?	B&G	Playground Equipment	\$10,000.00	BC	2	???	Replace old failing equipment/Safety	
?	B&G	Remodel showers (Design fee)	\$60,000.00	HS	2		Showers not functional at this time (OLDCC?)	
A	B&G	Window Tint	\$15,000.00	BC	3		Cut cost for cooling	\$222,500.00
A	B&G	Cabinet/Sink Replacement	\$18,000.00	MS	3		Ongoing project started in 2020	
A	B&G	Repair Crows Nest	\$4,500.00	Fields	3		Repair water damage. Repairs needed from lack of maintenance	
?	B&G	Sample Classrooms - Furniture	\$185,000.00	District	3		Sample Furniture for Classrooms - existing and new building planning	
D	B&G	Filters		District	4		Needed to keep up with PM replacements (air handler) - general fund (\$13,428)	
D	B&G	Hand Tools			2		Add to the existing battery tools/ease of use - general fund (\$2,500)	
D	B&G	Uniforms		B&G	2		Professionalism for staff - general fund (\$10,400)	
D	B&G	Install Screen Doors		IT	3		Fresh Air (\$2,600)	
	B&G	Seed					Football Field Maintenance - general fund	

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.
					2	Needed / Yearly Allocation	
BUILDINGS & GROUNDS					3	If Extra Funds / Future Purchase	
Approve/Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale
	B&G	Top Soil					Football Field Maintenance - general fund
	B&G						
TOTAL			\$2,736,900.00				
Future Year Requests					Proposed Year?		
	B&G	Roofing	\$1,112,000.00	BC	2		All Roofing Warranties have expired between 1997-2018
	B&G	Roofing	\$176,000.00	CAR	3		
	B&G	Roofing	\$527,000.00	FC	2	\$558,925 budgeted in FY23 - not spent	
	B&G	Roofing	\$466,500.00	FC	2		
	B&G	Roofing	\$135,000.00	HS	3		
	B&G	Roofing	\$170,000.00	HS	3		
	B&G	Roofing	\$305,000.00	HS	3		
	B&G	Repair/Replace Track		Fields	3		
	B&G	Repair/rReplace Field		Fields	3		We are going to have to do something eventually
	B&G	Don Williams Drive	??	District	3		Just put it on the radar.
	B&G	Heating/Cooling controls upgrade	\$235,000.00	District	3		CAR,CO,VAN Get controls to a more usable system with local company for support
	B&G	Playground	\$1,000,000.00	BC	3		Civil Eng. Requested since 2018
	B&G	Window Replacement		Carrousel	3		Building Integrity
	DHS Activities	Evaluation and replacement for DHS theater electrical		Theater	2	1992	Electric sockets malfunction. Melted sockets have occurred repeatedly. (\$300,000?); can maintain
	DHS Activities	Renovate shower area in both boys' locker rooms	\$0.00	DHS Activities/PE	3	1980's?	Showers are not private. Pipes are corroded and shower heads need replacement. (\$600,000) estimated cost - might have planning funds available through OLDCC grant

\$2,891,500.00

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.	
					2	Needed / Yearly Allocation		
CURRICULUM					3	If Extra Funds / Future Purchase		
Approve/ Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale	
	Math	2023 Math Curriculum	\$100,000.00	MS 6-8	1	2012	Standards have been revised and updated by the state. Online components no longer functions.	\$720,000.00
	Math	2023 Math Curriculum	\$200,000.00	VES 4-5	1	2012	Standards have been revised and updated by the state. Online components no longer functions.	
	Math	2023 Math Curriculum	\$200,000.00	BC K-3	1	2012	Standards have been revised and updated by the state. Online components no longer functions.	
	Math	2023 Math Curriculum	\$200,000.00	FC K-3	1	2012	Standards have been revised and updated by the state. Online components no longer functions.	
	6th ELA	Open Court / Reading Plus	\$20,000.00	MS	1	New	Expand ELA to K-6	
	Phonics	2023 Heggerty		K-3	2	New	Align with Science of Reading instructional practices. (\$2,700) – 1003 Funds	\$4,000.00
	K-3	Decodable books	\$4,000.00	Curr	2	purchased a few last year	\$2000/building FC & BC	
TOTAL			\$724,000.00					

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.
					2	Needed / Yearly Allocation	
LIBRARY SERVICES					3	If Extra Funds / Future Purchase	
Approve /Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale
	HS	Replenish Library books and materials	\$6,000.00		2		Yearly Allocation - marked a 2 because we can always adjust funding amounts if needed.
	MS	Replenish Library books and materials	\$6,000.00		2		Yearly Allocation
	VES	Replenish Library books and materials	\$5,000.00		2		Yearly Allocation
	BC	Replenish Library books and materials	\$5,000.00		2		Yearly Allocation
	FC	Replenish Library books and materials	\$5,000.00		2		Yearly Allocation
	COMMUNITY LIBRARY	Yearly Allocation- Cancelled for the 21-22 SY					
TOTAL			\$27,000.00				

\$27,000.00

Capital Outlay Proposals 2023-24					1	Required / Top Priority	Please provide a brief description of why the purchase is needed, how it will be implemented and/or implications of it not being funded this year.		
					2	Needed / Yearly Allocation			
ATHLETICS					3	If Extra Funds / Future Purchase			
Approve/ Deny	Department	Project or Equipment	Amount Proposed	Building / Department	Priority	Year Acquired Age of Current Item	Rationale		
	DMS Athletics	Football Protective Equipment	\$12,000.00	Football	1	2017	6 year replacement of outdated helmets that cannot be recertified due to age or condition	\$20,825.00	
	DMS Athletics	FB Helmet Reconditioning	\$1,750.00	Football	1	2021	Annual recertification of helmets to ensure safe condition(Last year helmets were lost in shipping and never received reconditioning)		
	DHS Activities	Football Helmets Replacements	\$4,150.00	Football	1	2011-2014	Annual replacement of outdated helmets that cannot be recertified due to age or condition.		
	DHS Activities	Football Shoulder, Knee, Rib replacement	\$1,175.00	Football	1	2010-2015	Annual replacement of shoulder, knee and rib pads		
	DHS Activities	Guardian Caps (Impact protection)	\$1,750.00	Football	1		Provides impact protection over helmet during practice		
	DHS Activities	Re-surface track & jumping runways	NO COST	DHS Activities	1	2000	A crack has developed across several lanes near the 200 start line. Seams are separating allowing moisture and dirt to get between the mondo surface and cement foundation. Mondo has become compacted and hard. 23rd year of a 10-15 year expectancy	\$49,900.00	
	DMS Athletics	Track Uniforms Home/Away Boys/Girls	\$8,700.00	Track	2	2017	6 year cycle replacement.		
	DHS Activities	Boys Soccer Uniforms Home/Away	\$4,100.00	Soccer	2	2017	Five-year replacement cycle		
	DHS Activities	Girls Soccer Uniforms Home/Away	\$4,100.00	Soccer	2	2017	Five-year replacement cycle		
	DHS Activities	Girls' Basketball Uniforms Home/Away	\$8,175.00	Basketball	2	2018	Five-year replacement cycle		
	DHS Activities	Boys' Basketball Uniforms Home/Away	\$7,125.00	Basketball	2	2018	Five-year replacement cycle		
	DHS Activities	Boys' Basketball Reversible Uniforms	\$2,000.00	Basketball	2	2018	C team uniforms. Five-year replacement cycle. Sized to fit sub-varsity players.		
	DHS Activities	Replacement football uniforms	\$1,000.00	Football	2	2019-21	Replace uniforms damaged during play.		
	DHS Activities	HUDL Focus contract	\$14,700.00	DHS Activities	2	annual fee/license	Provides automated cameras for streaming in the main gym and the stadium. Online film breakdown available for games for football, soccer, volleyball, basketball and wrestling. Funded with ESSER dollars for 1 more year - will become a general fund expense FY25 (\$14,700)		
	DHS Activities	Develop additional throwing areas for discus and shot put	NO COST	Track	3		Supplement donated materials and labor to develop additional throwing pads for discus, shot and javelin to accommodate increasing number of throwers. Only cost will be hourly rate for B&G employees doing work.		\$50,000.00
	DHS Activities	Replace/restore lower bleachers in Whitehead Gym	\$25,000.00	DHS Activities	3	2000?	Supports and moving mechanisms are wearing out. Some seats have footwells are pulling away from the frame due to use. Check with a bleacher company to see about coming in to repair - estimated cost - Jace will get an updated cost		
	DHS Activities	Strip/Finish Gym Floor	\$25,000.00	DHS Activities	3				
	DHS Activities	Field Rental	\$0.00	DHS Activities	4		Soccer field rental for practices and games fall season. Includes goals, field striping, scoreboard use, PA system, spectator seating. General Fund (\$3,000)		
TOTAL			\$120,725.00						

**TITLE I, 1003
SCHOOL IMPROVEMENT FUNDS
BUDGET FY 2023**

REVENUE:		Original
66.4158.018		<u>\$35,000.00</u>
	TOTAL	\$35,000.00
EXPENDITURES:		
66.1273.012.018.411	NON-TECHNOLOGY SUPPLIES	\$3,875.00
66.1273.013.018.411	NON-TECHNOLOGY SUPPLIES	\$3,875.00
66.2128.012.018.411	NON-TECHNOLOGY SUPPLIES	\$3,000.00
66.2128.013.018.411	NON-TECHNOLOGY SUPPLIES	\$3,000.00
66.2214.012.018.315	REGISTRATION	\$1,000.00
66.2214.013.018.315	REGISTRATION	\$1,000.00
66.2214.012.018.319	PROFESSIONAL SERVICES	\$1,000.00
66.2214.013.018.319	PROFESSIONAL SERVICES	\$1,000.00
66.2214.012.018.334	TRAVEL	\$4,375.00
66.2214.013.018.334	TRAVEL	\$4,375.00
66.2214.012.018.541	COMPUTER EQUIPMENT	\$4,250.00
66.2214.013.018.541	COMPUTER EQUIPMENT	<u>\$4,250.00</u>
		\$35,000.00

2021-2022 Surplus Form

Douglas School District 51-1

Equipment, Furniture, Misc.

PRINCIPAL/ ADMIN:	Lane Johnson, Technology Coordinator		Date:	6/27/2022		
SECRETARY			Location of items:	Various		
BUILDING/ DEPT:	Technology		Bldg:		Rm #:	
			Total boxes/items to be picked up:			

SPECIAL INSTRUCTIONS/ NOTES:

___ Computer Equip. ___ Furniture ___ Uniforms ___ Food Service Equip. ___ Misc Items	CONDITION CODES: U = Useable N = Not Useable R = Repairable D = Damaged
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RM #	QTY	Description	Model # or Douglas #	Serial #	Condition Code (see above)	Sale	Dispose
	1	Apple Computer	220004222	QP91701A259	U	X	
	1	Apple Computer - Laptop	220004344	SW89261YQ7XK	U	X	
	1	Apple Computer - Desktop	220004685	SQP0250BP5PC	U	X	
	1	Apple Computer - Laptop	220005060	W803449LAGW	N	X	
	1	Apple Computer - Laptop	220005206	C17G1PQRDH2G	U	X	
	1	Apple Computer - Laptop	220005237	C17G1PBDDH2G	U	X	
	1	Apple Computer - Laptop	220005264	C17G1PQGDH2G	U	X	
	1	Apple Computer - Laptop	220005268	C17G1PR2DH2G	U	X	
	1	Apple Computer - Mini	220005362	C07FQ022DD6H	U	X	
	1	Apple Computer - Mini	220005363	SC07FQ038DD6H	U	X	
	1	Apple Computer - Mini	220005364	C07FQ033DD6H	U	X	
	1	Apple Computer - Laptop	220005413	CQ2HG37JDV7M	U	X	
	1	Apple Computer - Desktop	220005475	SD25HR0N2DHJF	U	X	
	1	Apple Computer - Desktop	220005476	D25HR0NDDHJF	U	X	
	1	Apple Computer - Laptop	220005603	C02J2P8NDTY3	U	X	
	1	Apple Computer - Mini	220005713	SC07KL332DWYL	U	X	
	1	Apple Computer - Mini	220005714	C07KL2ZYDWYL	U	X	
	1	Apple Computer - Mini	220005715	C07KL4CEDWYL	U	X	
	1	Apple Computer - Mini	220005716	C07KL6JYDWYL	U	X	
	1	Apple Computer - Mini	220005717	C07KL6J7DWYL	U	X	
	1	Apple Computer - Mini	220005718	C07KL448DWYL	U	X	
	1	Apple Computer - Mini	220005719	SC07KL65JDWYL	U	X	
	1	Apple Computer - Mini	220005720	C07KL6ADDWYL	U	X	
	1	Apple Computer - Mini	220005722	SC07KL53TDWYL	U	X	
	1	Apple Computer - Mini	220005723	C07KL338DWYL	U	X	
	1	Apple Computer - Mini	220005724	SC07KL323DWYL	U	X	
	1	Apple Computer - Mini	220005727	C07KL3VGDWYL	U	X	

	1	Apple Computer - Mini	220005728	SC07KL4MEDWYL	U	X	
	1	Apple Computer - Mini	220005729	C07KL4LBDWYL	U	X	
	1	Apple Computer - Mini	220005730	C07KL650DWYL	U	X	
	1	Apple Computer - Mini	220005733	SC07KL4L3DWYL	U	X	
	1	Apple Computer - Mini	220005734	C07KL6JDDWYL	U	X	
	1	Apple Computer - Mini	220005735	C07KL6J5DWYL	U	X	
	1	Apple Computer - Mini	220005736	SC07KL3YXDWYL	U	X	
	1	Apple Computer - Mini	220005737	No Ivanti Record	U	X	
	1	Apple Computer - Mini	220005738	SC07KL51SDWYL	U	X	
	1	Apple Computer - Mini	220005739	C07KL6B2DWYL	U	X	
	1	Apple Computer	220005740	Unknown	U	X	
	1	Apple Computer	220005741	Unknown	U	X	
	1	Apple Computer	220005742	Unknown	U	X	
	1	Apple Computer	220005743	Unknown	U	X	
	1	Apple Computer	220005744	Unknown	U	X	
	1	Apple Computer - Laptop	220005749	SC02KV007FGGH	U	X	
	1	Apple Computer - Laptop	220005752	C02KV036FGFH	U	X	
	1	Apple Computer - Laptop	220005753	C02KV034FGFH	U	X	
	1	Apple Computer - Laptop	220005756	SC02KV026FGFH	U	X	
	1	Apple Computer - Mini	220005764	C07L103MDY3J	U	X	
	1	Apple Computer - Desktop	220005767	SC02KM41QDNCR	U	X	
	1	Apple Computer - Desktop	220005768	SC02KM646DNCR	U	X	
	1	Apple Computer - Desktop	220005769	SC02KM6EEDNCR	U	X	
	1	Apple Computer - Desktop	220005778	SC02KM3HSDNCR	U	X	
	1	Apple Computer - Desktop	220005780	C02KM3U6DNCR	U	X	
	1	Apple Computer - Desktop	220005782	C02KM9GCDNCR	U	X	
	1	Apple Computer - Desktop	220005784	C02KM413DNCR	U	X	
	1	Apple Computer - Desktop	220005785	C02KM5VDDNCR	U	X	
	1	Apple Computer - Desktop	220005786	C02KM3U7DNCR	U	X	
	1	Apple Computer - Desktop	220005787	C02KM4FTDNCR	U	X	
	1	Apple Computer - Desktop	220005788	C02KM5ZHDNCR	U	X	
	1	Apple Computer - Desktop	220005789	C02KM3TNDNCR	U	X	
	1	Apple Computer - Desktop	220005790	SC02KM9RLDNCR	U	X	
	1	Apple Computer - Desktop	220005791	C02KM3TRDNCR	U	X	
	1	Apple Computer - Desktop	220005792	C02KM5W4DNCR	U	X	
	1	Apple Computer - Desktop	220005793	SC02KM689DNCR	U	X	
	1	Apple Computer - Desktop	220005794	C02KM5XFDNCR	U	X	
	1	Apple Computer - Desktop	220005795	C02KM3K4DNCR	U	X	

1	Apple Computer - Desktop	220005796	C02KM3VRDNCR	U	X	
1	Apple Computer - Desktop	220005797	C02KM4H9DNCR	U	X	
1	Apple Computer - Desktop	220005798	C02KM5WVDNCR	U	X	
1	Apple Computer - Desktop	220005799	C02KM44EDNCR	U	X	
1	Apple Computer - Desktop	220005800	C02KM3KKDNCR	U	X	
1	Apple Computer - Desktop	220005802	SC02KM9ELDNCR	U	X	
1	Apple Computer - Desktop	220005803	C02KM9EXDNCR	U	X	
1	Apple Computer - Desktop	220005804	SC02KM5HLDNCR	U	X	
1	Apple Computer - Desktop	220005806	SC02KMA8JDNCR	U	X	
1	Apple Computer - Desktop	220005807	C02KM5UZDNCR	U	X	
1	Apple Computer - Desktop	220005808	SC02KM6AYDNCR	U	X	
1	Apple Computer - Desktop	220005809	SC02KM9FBDNCR	U	X	
1	Apple Computer - Desktop	220005810	SC02KM9P5DNCR	U	X	
1	Apple Computer - Desktop	220005812	C02KMA6ZDNCE	U	X	
1	Apple Computer - Desktop	220005813	C02KM9PWDNCR	U	X	
1	Apple Computer - Laptop	220005824	C02KFDSMDV33	U	X	
1	Apple Computer - Laptop	220006011	C02N2AJZG085	U	X	
1	Apple Computer - Laptop	220006019	C02J2AKLG085	U	X	
1	Apple Computer - Laptop	220006020	C02N2AR9G085	U	X	
1	Apple Computer - Laptop	220006029	C02N2G5RG085	U	X	
1	Apple Computer - Laptop	220006031	C02N2P0PG085	U	X	
1	Apple Computer - Laptop	220006038	C02N2P23G085	U	X	
1	Apple Computer - Laptop	220006039	C02N2P28G085	U	X	
1	Apple Computer - Laptop	220006056	C02N2JQNG085	U	X	
1	Apple Computer - Laptop	220006064	C02N2P2UG085	U	X	
1	Apple Computer - Laptop	220006069	C02N2P2NG085	U	X	
1	Apple Computer - Laptop	220006073	C02N2P2BG085	U	X	
1	Apple Computer - Laptop	220006102	C02NJDQC085	U	X	
1	Apple Computer - Laptop	220006118	C02NJD7G085	U	X	
1	Apple Computer - Laptop	220006129	C02N2AL7G085	U	X	
1	Apple Computer - Laptop	220006130	C02N2FUTG085	U	X	
1	Apple Computer - Laptop	220006132	C02N2FXZG085	U	X	
1	HP 840 Laptop	220006170	CNU43095L8	U	X	
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1	HP 840 Laptop	220006172	CNU43095WC	U	X	
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	1	iPad	240000191	DN6GXUEADKPJ	U	X	
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	7	Apple accessories/cables (boxes)			U	X	
	2	hard drives (boxes)			U	X	
	7	Speakers/subwoofers (boxes)			U	X	
	2	Panels - desktops (boxes)			U	X	
	3	Miscellaneous (boxes)			U	X	
	1	Miscellaneous (bag)			U	X	
	3	VGA cables (boxes)			U	X	
	1	Keyboards (box)			U	X	
	1	Computer hardware (box)			U	X	
	2	Miscellaneous cables (boxes)			U	X	
	2	Projector mounting brackets (boxes)			U	X	
	2	Dvd/VCR			U	X	
	1	Overhead Projector			U	X	
	2	Scanners			U	X	
	100	Smartboard trays			U	X	
	2	Plastic covers for monitors (boxes)			U	X	
	6	Switches			U	X	

BUILDING PRINCIPAL/ ADMINISTRATOR SIGNATURE		FORM S-171-E 09/08/2016	FOR MAINTENANCE USE ONLY	
Send signed copy & electronic form to B&G Secretary			Date of pickup:	
Attach Surplus Label to item/box of items			Final Destination:	
KEEP A COPY FOR YOUR RECORDS			Maintenance/ Custodian Signature:	
** THIS FORM WILL BE RETURNED IF IT IS NOT COMPLETE**				



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the thirteenth day of March in the year two-thousand twenty-three
(In words, indicate day, month, and year.)

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

Douglas School District
400 Patriot Drive
Box Elder, South Dakota 57719
Telephone Number: (605) 923-0000

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

Heavy Constructors, Inc., a South Dakota corporation doing business as Gustafson Builders
4101 Deadwood Ave.
Rapid City, South Dakota 57702
Telephone Number: (605) 342-3152

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

Douglas Elementary School #1
Box Elder, South Dakota
A new facility to serve approximately 600 students with the program attached in Exhibit D.

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

CO-OP Architecture
601 Kansas City Street, Suite 7
Rapid City, SD 57701
Telephone Number: (605) 716-3652

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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, 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	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

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, as described in Section 4.1.1:

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

Specific spaces needed will include those identified in Exhibit D which is attached and incorporated by this reference.

§ 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.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

See Total Estimated Project Budget in Attached Exhibit C.

Init.

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

- .1 Design phase milestone dates, if any:
All dates below are contingent on project funding:
Schematic Design – May 2022
Design Development – July 2022
Construction Documents – November 2022
Bidding & Negotiation – Spring 2023
- .2 Construction commencement date:
On or near Fall 2023
- .3 Substantial Completion date or dates:
On or near July 2025
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

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

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Bud Gusso
400 Patriot Drive
Box Elder, South Dakota 57719
Telephone Number: (605)923-0000
Email Address: bud.gusso@k12.sd.us

Jace Waltman
400 Patriot Drive
Box Elder, South Dakota 57719

Init.

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(927623030)

Telephone Number: (605)923-0000
Email Address: jace.waltman@k12.sd.us

§ 1.1.9 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.)

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

.1 Geotechnical Engineer:

FMG Engineering
Alex Fisher
3700 Sturgis Road
Rapid City, South Dakota 57702
Telephone Number: (605)342-4105

.2 Civil Engineer:

FMG Engineering
Jerry Foster
3700 Sturgis Road
Rapid City, South Dakota 57702
Telephone Number: (605)342-4105

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Jared Carda
601 Kansas City Street, Suite 7
Rapid City, SD 57701
Telephone Number: (605) 716-3652
Email Address: jared@co-oparch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Bob Wessel
Vice President of Building Division
Gustafson Builders – Heavy Constructors, Inc.
4101 Deadwood Ave.
Rapid City, South Dakota 57702
Telephone Number: (605) 342-3152

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Bids shall be received in sealed envelopes and opened publicly with the Owner, Architect, and Construction Manager present. Bidding shall be in compliance with applicable statutes. If Construction Manager wishes to bid on subcontracts, Construction Manager must submit to Owner a proposal for a process for Construction Manager to submit its sealed bid prior to other bidders and in compliance with state law.

§ 1.1.15 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 such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be subcontracted out by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall follow instructions as noted in AIA Document A2017-2017 Section 1.7 for digital data use and transmission.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and 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. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect 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, Construction Manager and Architect, 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 the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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 and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner

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

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Thirty thousand dollars (\$30,000.00) upon completion and delivery of the Guaranteed Maximum Price. The Guaranteed Maximum Price is to be delivered at 100% Construction Documents Phase upon determination of a bid date. The construction document delivery phase has been completed. However, with funding dates to be determined, a bid date has not been set. Therefore, a GMP cannot be delivered at this time. All parties agree, at this time, that a partial payment of Preconstruction Phase services will be paid be at 75% of the proposed preconstruction services fee for a total of twenty-two thousand five hundred dollars (\$22,500.00) with the remainder of the fee to be paid upon delivery of the GMP.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

All costs associated with preconstruction are included in the \$30,000.00 fee.

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six(6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. If the invoice is presented to the Owner by the 1st day of a month, the invoice will be paid by the 25th day of the same month. Amounts unpaid sixty (60) 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.)

Five percent (5 %) per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Fee to be charged on cost of Work is 2.90%. All remaining buyout savings, contingency, and extra reimbursables/allowances not used as part of the cost of Work shall be returned to the Owner.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

No adjustment needed since fee is percentage.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor shall not exceed more than 8% overhead and 5% profit.

(Paragraph deleted)

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Subcontract Costs

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

(Paragraphs deleted)

§ 7.3 Miscellaneous Costs

§ 7.3.1 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.3.2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.3.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.3.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.3.4.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.3.5 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.4 Other Costs and Emergencies

§ 7.4.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.4.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.4.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.4.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.5 Related Party Transactions

§ 7.5.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

Init.

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or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.5.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

(Paragraphs deleted)

§ 7.6 Costs Not To Be Reimbursed

§ 7.6.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

(Paragraphs deleted)

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Work, other than management, shall be performed under subcontracts. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect certified to the Owner not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the 25th day of the next month after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% retainage to be withheld until Substantial Completion of Project.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| 5 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, 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, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

None.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Three Million Dollars and Zero Cents (\$3,000,000.00) for each occurrence and Five Million Dollars and Zero Cents (\$5,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) 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.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and Three Million Dollars and Zero Cents (\$ 3,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services will not be required because Contractor will not be providing any professional services.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders Risk "All Risk"	Insure the entire project for the full cost of replacement at the time of any loss
Payment and Performance Bonds	100% of the amount of the Guaranteed Maximum Price

§ 14.3.1.7 **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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Other provisions:

This Agreement depends and is contingent upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature and other governmental funding sources for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Owner. Termination for any of these reasons is not a default by the Owner nor does it give rise to a claim against the Owner.

Davis-Bacon Act. The Contractor shall comply with the terms of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor shall pay wages not less than once a week. This Agreement is conditioned upon the Contractor's acceptance of the wage determination. Any suspected or reported violations will be reported to the Federal awarding agency.

(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 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 Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Other Exhibits:

(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit C	Douglas Elementary School #1 – Budget Summary		1
Exhibit D	Vision – New 600 Student Douglas Elementary School #1		10

- .6 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

| Kevin Case, Superintendent, Douglas School District
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

| David Gustafson, President
(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:03 CT on 03/13/2023.

PAGE 1

AGREEMENT made as of the thirteenth day of March in the year two-thousand twenty-three

...

Douglas School District
400 Patriot Drive
Box Elder, South Dakota 57719
Telephone Number: (605) 923-0000

...

Heavy Constructors, Inc., a South Dakota corporation doing business as Gustafson Builders
4101 Deadwood Ave.
Rapid City, South Dakota 57702
Telephone Number: (605) 342-3152

...

Douglas Elementary School #1
Box Elder, South Dakota
A new facility to serve approximately 600 students with the program attached in Exhibit D.

...

CO-OP Architecture
601 Kansas City Street, Suite 7
Rapid City, SD 57701
Telephone Number: (605) 716-3652

PAGE 2

Specific spaces needed will include those identified in Exhibit D which is attached and incorporated by this reference.

...

See Total Estimated Project Budget in Attached Exhibit C.

PAGE 3

All dates below are contingent on project funding:

Schematic Design – May 2022

Design Development – July 2022

Construction Documents – November 2022

Bidding & Negotiation – Spring 2023

...

On or near Fall 2023

...

On or near July 2025

...

N/A

...

Bud Gusso
400 Patriot Drive
Box Elder, South Dakota 57719
Telephone Number: (605)923-0000
Email Address: bud.gusso@k12.sd.us

Jace Waltman
400 Patriot Drive
Box Elder, South Dakota 57719
Telephone Number: (605)923-0000
Email Address: jace.waltman@k12.sd.us

PAGE 4

FMG Engineering
Alex Fisher
3700 Sturgis Road
Rapid City, South Dakota 57702
Telephone Number: (605)342-4105

...

FMG Engineering
Jerry Foster
3700 Sturgis Road
Rapid City, South Dakota 57702
Telephone Number: (605)342-4105

...

Jared Carda
601 Kansas City Street, Suite 7
Rapid City, SD 57701
Telephone Number: (605) 716-3652
Email Address: jared@co-oparch.com

...

Bob Wessel
Vice President of Building Division
Gustafson Builders – Heavy Constructors, Inc.
4101 Deadwood Ave.
Rapid City, South Dakota 57702
Telephone Number: (605) 342-3152

Bids shall be received in sealed envelopes and opened publicly with the Owner, Architect, and Construction Manager present. Bidding shall be in compliance with applicable statutes. If Construction Manager wishes to bid on subcontracts, Construction Manager must submit to Owner a proposal for a process for Construction Manager to submit its sealed bid prior to other bidders and in compliance with state law.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be ~~provided~~ subcontracted out by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall ~~assist the Owner and Architect 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.~~ follow instructions as noted in AIA Document A2017-2017 Section 1.7 for digital data use and transmission.

Thirty thousand dollars (\$30,000.00) upon completion and delivery of the Guaranteed Maximum Price. The Guaranteed Maximum Price is to be delivered at 100% Construction Documents Phase upon determination of a bid date. The construction document delivery phase has been completed. However, with funding dates to be determined, a bid date has not been set. Therefore, a GMP cannot be delivered at this time. All parties agree, at this time, that a partial payment of Preconstruction Phase services will be paid be at 75% of the proposed preconstruction services fee for a total of twenty-two thousand five hundred dollars (\$22,500.00) with the remainder of the fee to be paid upon delivery of the GMP.

...

All costs associated with preconstruction are included in the \$30,000.00 fee.

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (~~six(6)~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. If the invoice is presented to the Owner by the 1st day of a month, the invoice will be paid by the 25th day of the same month. Amounts unpaid sixty (60) 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.

...

%—Five percent (5 %) per annum

...

Fee to be charged on cost of Work is 2.90%. All remaining buyout savings, contingency, and extra reimbursables/allowances not used as part of the cost of Work shall be returned to the Owner.

...

No adjustment needed since fee is percentage.

PAGE 12

Subcontractor shall not exceed more than 8% overhead and 5% profit.

~~§ 6.1.5~~ Rental rates for Construction Manager-owned equipment shall not exceed — percent (—%) of the standard rental rate paid at the place of the Project.

PAGE 13

~~§ 7.2 Labor Costs~~**Subcontract Costs**

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

~~§ 7.2.1~~ Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

~~§ 7.2.2~~ Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

~~§ 7.2.2.1~~ Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

~~§ 7.2.3~~ Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

~~§ 7.2.4~~ Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

~~§ 7.2.5~~ If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

~~§ 7.3 Subcontract Costs~~

~~Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.~~**Miscellaneous Costs**

~~§ 7.3.1~~ Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

~~§ 7.3.2~~ Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.3.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.3.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.3.4.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner’s consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.3.5 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.4

~~Costs of Materials and Equipment Incorporated in the Completed Construction~~Other Costs and Emergencies

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction. Other costs incurred in the performance of the Work, with the Owner’s prior approval.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work. incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.4.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.4.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.5

~~Costs of Other Materials and Equipment, Temporary Facilities and Related Items~~Related Party Transactions

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value. For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess

of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous ~~Costs~~ Costs Not To Be Reimbursed

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

§ 7.6.1.1 Costs for self insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

PAGE 14

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Work, other than management, shall be performed under subcontracts. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

PAGE 15

§ 11.1.3 Provided that an Application for Payment is received by the Architect certified to the Owner not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—) days~~ the 25th day of the next month after the Architect receives the Application for Payment.

PAGE 16

5% retainage to be withheld until Substantial Completion of Project.

PAGE 18

5 % per annum

PAGE 19

Litigation in a court of competent jurisdiction

PAGE 20

None.

PAGE 21

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$—) for each occurrence and—(\$—) Three Million Dollars and Zero Cents (\$3,000,000.00) for each occurrence and Five Million Dollars and Zero Cents (\$5,000,000)~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) 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.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and Three Million Dollars and Zero Cents (\$ 3,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~—(\$—) per claim and—(\$—) in the aggregate.~~ services will not be required because Contractor will not be providing any professional services.

...

Builders Risk "All Risk"

Insure the entire project for the full cost of replacement at the time of any loss

Payment and Performance Bonds

100% of the amount of the Guaranteed Maximum Price

PAGE 22

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) Other provisions:

This Agreement depends and is contingent upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature and other governmental funding sources for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Owner. Termination for any of these reasons is not a default by the Owner nor does it give rise to a claim against the Owner.

Davis-Bacon Act. The Contractor shall comply with the terms of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor shall pay wages not less than once a week. This Agreement is conditioned upon the Contractor's acceptance of the wage determination. Any suspected or reported violations will be reported to the Federal awarding agency.

...

§ 14.5 Other provisions:

...

.5 — 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.)

.6 —

.5 Other Exhibits:

...

— Supplementary and other Conditions of the Contract:

...

<u>Exhibit C</u>	<u>Douglas Elementary School #1 – Budget Summary</u>	<u>1</u>
<u>Exhibit D</u>	<u>Vision – New 600 Student Douglas Elementary School #1</u>	<u>10</u>

.7 — .6 Other documents, if any, listed below:

PAGE 23

Kevin Case, Superintendent, Douglas School District

David Gustafson, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jared Carda, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:03 CT on 03/13/2023 under Order No. 2114331755 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A133[™] – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the ninth day of August in the year two thousand twenty-two (*In words, indicate day, month and year.*)

for the following **PROJECT:**
(*Name and location or address*)

Douglas Elementary School #1
Box Elder, South Dakota

THE OWNER:
(*Name, legal status, and address*)

Douglas School District
400 Patriot Drive
Box Elder, South Dakota 57719

THE CONSTRUCTION MANAGER:
(*Name, legal status, and address*)

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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 Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: *(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

Init.

/

[] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Five Million Dollars (\$ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) 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.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and Three Million Dollars (\$ 3,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Three Millions Dollars (\$ 3,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Five Millions Dollars (\$ 5,000,000.00) in the aggregate.

(Paragraphs deleted)

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

§ B.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Init.

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	In the amount of the Guaranteed Maximum Price
Performance Bond	In the amount of the Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA[®] Document A133™ – 2019 Exhibit B

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:19:10 CT on 11/18/2022.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the ninth day of August in the year two thousand twenty-two

...

Douglas Elementary School #1
Box Elder, South Dakota

...

Douglas School District
400 Patriot Drive
Box Elder, South Dakota 57719

PAGE 4

§ **B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Five Million Dollars (\$ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ **B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) 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.

...

§ **B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and Three Million Dollars (\$ 3,000,000.00) policy limit.

...

§ **B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Three Millions Dollars (\$ 3,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Five Millions Dollars (\$ 5,000,000.00) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.

PAGE 6

[] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

PAGE 7

Payment Bond

In the amount of the Guaranteed Maximum Price

Performance Bond

In the amount of the Guaranteed Maximum Price

EXHIBIT C

Additions and New Construction Cost	128,746 SF			\$60,921,051
Off-Site Development			\$2,200,000	\$2,200,000
New 600ES #1 Equipment	128,746 SF		\$428 SF	\$55,116,163
Fixed Equipment				\$0
Furniture, Furnishings & Equipment (Movable)			\$ 8.00	\$1,029,968
Technology and Technology Equipment			\$ 20.00	\$2,574,920
Construction Management Fees			0.0%	\$0
COST OF THE WORK				\$60,921,051
Architect / Engineering Fees				\$4,122,942
Additions and New Construction Cost				\$4,082,942
BOLD Services			\$40,000	\$40,000
Site Acquisition & Development Cost				\$245,000
Site Acquisition			\$245,000 LS	\$245,000
Platting Cost			\$0 LS	\$0
Traffic Impact Study			\$0 LS	\$0
Off-Site Street and Utilities Development			\$0 SF	\$0
General and Jurisdictional Expenses				\$900,018
Davis Bacon (Incl. Above)			5.00%	\$2,755,808
Printing (Allowance)			0.2%	\$121,842
Reimbursable Expenses (Allowance)			0.1%	\$60,921
Topographic Survey (3rd Party)			0.1%	\$60,921
Pre-Construction Geo-Technical Soils Testing (3rd Party)			0.1%	\$60,921
Geothermal Test Well (Conductivity Test)				LS \$13,163
Special Inspections (3rd Party)			0.5%	\$304,605
Construction Soils Testing (3rd Party)			0.3%	\$182,763
Storm Water Pollution Prevention Plan (SWPPP)			\$3,500 LS	\$3,500
Erosion Control Monitoring (SWPPP) (3rd Party)			0.15%	\$91,382
PROJECT EXPENDITURE SUBTOTAL				\$67,566,915
Contingency			0.00%	\$0
PROJECT BUDGET including contingency				\$67,566,915
Project Escalation Factor 2021 - Bid Spring 22			0.00%	\$0
Project Escalation Factor 2023			0.00%	\$0
TOTAL PROJECT ESCALATED BUDGET				\$67,566,915
TOTAL ESTIMATED PROJECT BUDGET				\$67,566,915

CD Estimate 9/2022

Vision | We See Statement

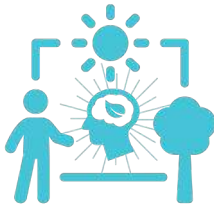
We see a safe, vibrant learning environment that provides a collaborative haven for students and staff to embrace their individuality and reach their full potential through connections to nature, hands-on learning, and play.

Vision | Guiding Principles



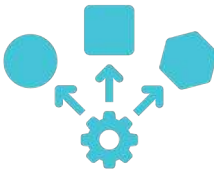
Supportive and Inclusive

Our elementary school will be an inclusive environment where students and teachers feel supported to foster and cultivate a community of strength, pride, and perseverance.



Nature Connection

Our elementary school will provide learning environments with direct connections to nature, featuring many windows, natural light, and green space access for students to grow together.



Diverse & Adaptable

Our elementary school will inspire our diverse student body to reach their full potential through flexible, innovative learning environments that provide structure and encourage individuality and creativity.



Fun & Welcoming

Our elementary school will be a warm, inviting, and colorful learning environment that fosters fun and explorative learning.



Future-Forward Curriculum

Our elementary school will honor our history and provide a forward-thinking approach to education ensuring student achievement and cultivating positive community connections for generations to come.

PRE-DESIGN

New PK-5 600 Students	PROPOSED	NOTES
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SPACE	# of Spaces	Net SF ea. Space	Total Net SF	
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small spaces

ADMINISTRATION		subtotal	2140	
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1.01 Reception / Secretarial	1	340	340	
1.02 Principal's Office	1	180	180	
1.03 Office	3	160	480	Add 1 Office
1.04 Conference	1	250	250	
1.05 Work Room	1	400	400	
1.06 Storage / Vault	1	100	100	
1.07 Time Out / Detention	1	240	240	
1.08 Staff Toilets	2	75	150	
1.09 Volunteers Work Room		0	0	
1.10		0	0	

Notes:

CLASSROOM STUDIO - EARLY CHILDHOOD		subtotal	17350	
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2.01 Toddler Studio	0	0	0	
2.02 Preschool Studio	5	990	4950	Add 1 Classroom
2.03 Kindergarten Studio	5	990	4950	Add 1 Classroom
2.04 Toilet / Changing	10	150	1500	
2.05 Student Storage	10	44	440	
2.06 Indoor Activity Space	2.5	1500	3750	From 2 to 2.5
2.07 Laundry	1	135	135	
2.08 Kitchenette	1	125	125	Increase 25%
2.09 Office		0	0	
2.10 Storage	10	150	1500	Add 2 Storage Rooms
2.11		0	0	

Notes:

CLASSROOM STUDIO - 1st - 2nd		subtotal	11550	
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3.01 Classroom Studios	4.5	900	4050	Add 2 Classrooms from 7-9
3.02 Small Group	3	125	375	Add 1 Small Group
3.03 Learning Commons	0.75	1500	1125	Increase 25%
3.04 Lockers	4.5	50	225	
3.05		0	0	
		Subtotal	5775	
Grade Level Suite	2	5775	11550	

Notes:

CLASSROOM STUDIO - 3rd - 5th		subtotal	13437.5	
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4.01 Classroom Studios	3.33	900	3000	Add 1.5 Classrooms from 9-1C
4.02 Small Group	3	125	375	Add 1 Small Group
4.03 Learning Commons	1.25	750	937.5	Increase 25%
4.04 Lockers	3.33	50	166.6667	
4.05		0	0	
		Subtotal	4479.167	
Grade Level Suite	3	4479.167	13437.5	

Notes:

CLASSROOM STUDIO - EXPLORATORY		subtotal	5175	
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5.01 Art Studio	1	1125	1125	
5.02 Storage / Kiln Room	1	150	150	

SPACE	# of Spaces	Net SF ea. Space	Total Net SF	
5.03 Music Room	2	1125	2250	
5.04 Practice Room	2	75	150	
5.05 Stage/Platform		0	0	
5.06 Maker Space	1.2	1125	1350	Increase 20%
5.07 Storage	1	150	150	
4.08		0	0	

Notes:

FACILITY SUPPORT		subtotal	1680	
6.01 Receiving	1	250	250	
6.02 Warehouse / Storage	1	500	500	
6.03 Workshop	1	150	150	
6.04 Grounds / Equipment Storage	1	300	300	
6.05 Custodial Office	1	80	80	
6.06 Custodial Closets	8	50	400	
6.07		0	0	

Notes:

FACULTY & STAFF SUPPORT		subtotal	3988	
7.01 Staff Lounge / Break Room	1.25	750	938	Increase 25%
7.02 Teacher Planning Center	2	500	1000	
7.03 Workroom	2	300	600	
7.04 Collaboration Room		0	0	
7.05 Lactation Room	1	100	100	
7.06 Respite Room	1	100	100	
7.07 Staff Toilets	10	75	750	
7.08 Storage	5	100	500	
6.09		0	0	

Notes:

SPECIAL NEEDS		subtotal	4950	
8.01 Resource	5	480	2400	Add 1 Resources 25% increase
8.02 Behavior Room		0	0	
8.03 Special Needs Classroom	1.2	750	900	Add 20%
8.04 Toilet	1	100	100	
8.08 De-escalation Room	1	80	80	
8.06 Sensory	2	250	500	Add 1 room
8.07 Specialist	4	180	720	Add 1 Specialist
8.08 Small Group / Testing		0	0	
8.09 Storage	2.5	100	250	Increase 25%
8.1		0	0	

Notes:

STUDENT SUPPORT / SERVICES		subtotal	600	
9.01 Councilor / Guidance	1	200	200	
9.02 .01 Nurse	1	300	300	
.02 Nurse Office		0	0	
.03 Exam		0	0	
.04 Nurse's Toilet	1	100	100	
9.03 Storage		0	0	
9.04		0	0	

Notes:

medium spaces

MEDIA CENTER / LIBRARY		subtotal	4610	
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SPACE	# of Spaces	Net SF ea. Space	Total Net SF	
10.01 Entry / Circulation	1	200	200	
10.02 Research	1	50	50	
10.03 Print Material	1.2	1200	1440	Increase 20%
10.04 Collaboration	1.2	1125	1350	Increase 20%
10.05 Small Group Rooms	3	100	300	
10.06 Classroom	1	750	750	
10.07 Work Room / Tech Support	1	200	200	
10.08 Equipment Storage	1.2	100	120	Increase 20%
10.09 Audio / Video Studio	1	200	200	
10.10		0	0	

Notes:

large spaces

FOOD SERVICE		subtotal	7242	
11.01 Student Dining / Cafeteria	1	4000	4000	3 lunch periods at 200 per period
11.02 Server	1	1000	1000	Increase 25%
11.03 Kitchen / Food Preparation	1	675	675	
11.04 Walk-in Coolers	1	135	135	
11.05 Walk-in Freezers	1	108	108	
11.06 Dishwashing	1	189	189	
11.07 Dry Storage	1	270	270	
11.08 Office	1	80	80	
11.09 Employee Locker	1	30	30	
11.10 Staff Toilets	1	75	75	
11.11 Utility	1	40	40	
11.12 Cart Storage	1	100	100	
11.13 Cart Wash	1	40	40	
11.14 Table Storage	1	500	500	
11.15		0	0	

Notes:

PHYSICAL EDUCATION		subtotal	8790	
12.01 Lobby		0	0	
12.02 Concessions		0	0	
12.03 Gymnasium	1	8130	7700	
12.04 Exercise / Fitness / Aerobics		0	0	
12.05 Multi-Purpose Locker Room	2	295	590	
12.06 Office	1	100	100	
12.07 Storage	2	200	400	
12.08		0	0	

Notes:

TOTAL NET ASSIGNABLE AREA			85991.17	
Circulation - Interior	26%		22357.7	
Electrical / Special Systems	1.7%		1461.85	
Mechanical	7.2%		6191.364	
Restrooms	1.5%		1289.868	
Structure	12%		10318.94	
Total Grossing Factor	48.4%			
TOTAL BUILDING AREA			127,611	Increased by 17% total



ROOM LEGEND

- CIRCULATION
- CLASSROOM
- COLLABORATION
- FACILITY SUPPORT
- FACULTY STAFF
- MEDIA
- MEP
- RESOURCE
- RESTROOMS
- SMALL GROUP
- SPED
- STAFF RESTROOM
- TPC

ROOM LEGEND

- CIRCULATION
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- STAFF RESTROOM
- TPC







SECTION	G	TITLE	PERSONNEL	FILE	GCE
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PART-TIME AND SUBSTITUTE EMPLOYMENT- PROFESSIONAL STAFF

PART-TIME TEACHERS

Upon the recommendation of the Superintendent or designee, the Board will act on the employment of part-time teachers consistent with the needs of the school district.

A part-time certificated teacher, if employed for the full school term, will attain continuing contract status the same as a full-time teacher. Evaluation will be according to the board adopted evaluation process for professional staff.

Part-time teachers will meet all necessary certification requirements, and will be compensated for their work on a pro-rated basis commensurate with their placement on the salary schedule.

Part-time teachers will be evaluated utilizing the district adopted evaluation process for professional teachers.

SUBSTITUTE TEACHERS

The employment of substitute teachers will be centralized for the district in the office of the Human Resources office. To the extent possible substitute teachers must meet the requirements for teacher appointments and will be assigned substitute teaching positions on the basis of their areas of competence. The Board will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the Board.

Principals will assume responsibility for the scheduling of substitutes from the approved list as needed.

REFERENCES

Policy Reference:
 GCN

Adoption History

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SECTION	G	TITLE	PERSONNEL	FILE	GCEA
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JOB SHARING FOR PROFESSIONAL STAFF

Job Sharing is the process where two teachers work together to fill one full time position in the district for an individual school-year. Teachers wishing to engage in a job share will apply to their Principal following the guidelines outlined in this policy. The superintendent of schools or designee will have the authority to approve or deny any job share proposal.

All job share proposals will be submitted utilizing form GCEA-E1 and will adhere to the following:

1. The proposal for the job share will be signed by the participating staff members and the supervising Principal. Each signer and the superintendent or designee will receive a copy.
2. The Superintendent or designee will consider the application, propose any necessary changes, and approve or deny the completed proposal.
3. The agreement will be for one year only and must be renewed each year for continuation.
4. An agreed-upon calendar for days worked will be established with the Contract.
5. Staff members involved in a job share will be evaluated individually according to the board approved evaluation process.
6. A job share teacher, if employed for the full school term, will attain continuing contract status the same as a full-time teacher.
7. Job Share teachers will meet all necessary certification requirements, and teachers will be compensated for their work on a pro-rated basis commensurate with their placement on the negotiated salary schedule.
8. Proration will be calculated as a percentage of the full time contract assigned to each staff member.
9. Salary, benefits and leaves will be calculated according to the percentage of the FTE of each position held.
10. Should either staff member be absent, the first effort will be for the two teachers sharing the position to switch days to cover the class. If that is not possible, every effort will be made to secure a substitute teacher. Any additional days worked outside of the contract for either teacher will be paid at their daily rate; and any fewer days worked from the contract will be deducted as leave without pay at their daily rate.
11. In the event that the job share agreement is terminated and the position returns to one person, the Superintendent or designee shall determine which teacher shall be assigned to the full-time position. The other member of the job share agreement will be offered a position of like status for which the staff member is qualified.

12. Once approved, a job-share agreement may only be terminated by the Superintendent or designee. Individual members no longer wishing to participate in the job-share may make their request known through submitting formal resignation of the position or request a Transfer.
13. Should a member of the job share team leave during the school year, the other team member will have the option of assuming the full position. If the sharing member is not interested in the full position, an effort will be made to employ a job share partner. If a qualified person cannot be found, the remaining staff member will be assigned to the full position.
14. In the event more staff seek to job share the Assignment and Transfer Processes will be used to select the team:
15. Individuals interested in a job share position must give written notification of interest utilizing the district Transfer Process.
16. Individuals being considered for job share may be required to apply and go through the interview process to be considered for a full-time position.
17. Both individuals involved in the job share will be expected to participate in professional development activities on non-student contract days and will be compensated as such.

STANDARD FORM OF JOB SHARE CONTRACT

As a minimum, the following must be included in the job share proposal (GCEA-E1):

1. Names of teachers involved.
2. Description of the job share.
3. Description of how the position is to be divided to include the percentage of the position assigned to each staff member.
4. Narrative attached detailing how planning, grading, assessments, record keeping, conferences, professional development, meetings, absences and complaints are to be addressed.

REFERENCES

Policy Reference:
GCN

Adoption History

Douglas School District
Job Share Proposal
NEW

Teacher 1 Name: _____

Teacher 2 Name: _____

This proposal is for the _____(School Year)

- ☐ New Proposal
☐ Renewal Proposal

School Name: _____

Position to be shared _____

Briefly Describe the job share and explain benefit to the students and school:

We understand that submission of this proposal is not guarantee of placement. We understand that those entering into a job sharing agreement are individually accountable for all performance and evaluation criteria established by the board of education. We understand that by entering into this agreement, contract, salary and benefit calculations will be prorated according to the % FTE held by each member individually.

Teacher 1 Signature _____ Date _____

Teacher 2 Signature _____ Date _____

Principal _____ Date _____

Comments: _____

Superintendent/Designee Signature _____ Date _____

Comments: _____

The following items are to be completed jointly by supervising administrator and teachers upon initial approval.

What percentage of 1.0 FTE will be assigned to: (Total Student Days Worked+Total Other Days Worked /Total Contracted Days)

Teacher 1 _____

Teacher 2 _____

Please address the following and attach to this document:

- How will academic lesson planning, grading, and assessment be addressed?
• How will parent teacher conferences and professional development be addressed?
• How will planning time be addressed?
• How will attendance and input at IEP meetings be addressed?
• How will conflicts and complaints be resolved?

SECTION	L	TITLE	EDUCATION AGENCY RELATIONS	FILE	LA
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EDUCATION AGENCY RELATIONS GOALS

The Board will cooperate to the fullest possible extent with other school districts and with other local, state, and regional agencies and organizations in the solution of educational problems of common concern. This cooperation will extend to such areas as research, exchange of information and data, coordination of curriculum, coordination of school calendars and activities, and construction of facilities that may be efficiently used on a cooperative basis, and any other activity where it may be advantageous to serve a broader area than one district.

In carrying out this policy, the Superintendent **or designee** will include in his/her recommendations to the Board an evaluation of the desirability and feasibility of cooperation with other agencies in endeavors which could benefit the district.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	04/25/16
Approved	05/09/16

SECTION	L	TITLE	EDUCATION AGENCY RELATIONS	FILE	LAA
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STUDENT TEACHERS

The Board endorses participation in undergraduate student teaching programs with colleges and universities for the purpose of training competent future teachers. ~~The Superintendent~~ **District Administration** is encouraged to cooperate with teacher preparatory institutions in placement of student teachers within the school system. In accepting and placing student teachers, the ~~Superintendent~~ **District Administration** shall consider local school needs including qualifications and interests of available cooperating teachers. Student teachers will be accepted on a limited basis and placed according to availability of competent cooperating teachers.

The Board authorizes the Superintendent **designee** to approve all prospective student teachers. A criminal background check will be completed.

REFERENCES

State Reference:
 SDCL13-10-12

Policy Reference:

Adoption History

First Reading 04/25/16
 Approved 05/09/16

SECTION	L	TITLE	EDUCATION AGENCY RELATIONS	FILE	LB
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RELATION WITH OTHER SCHOOLS AND SCHOOL DISTRICTS

The Board will cooperate and may develop contracts with the state, its agencies and institutions, and any political subdivision for educational purposes and services. These contracts may be developed:

1. To share the services of employees with other school districts;
2. To provide for educational services with the Bureau of Indian Affairs, or any other federal department or agency;
3. To provide for elementary and secondary education for students who reside within the school district of a bordering state;
4. To provide joint educational services for students who reside within the district with students who reside within a bordering state's school district;
5. To provide educational services for grades 7-12 within this district and an adjacent school district. Both districts will operate grades 1-6 in the home district.

Tuition for students taught under contractual educational arrangements will be charged as provided by law. As also provided by law, approval for entrance into these contractual arrangements will be received from the Secretary of Education.

REFERENCES

State Reference:

SDCL 13-15

Policy Reference:

Adoption History

First Reading	04/25/16
Approved	05/09/16

DOUGLAS SCHOOL DISTRICT
Board Policy
REVIEW

SECTION	L	TITLE	EDUCATION AGENCY RELATIONS	FILE	LBB
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COOPERATIVE EDUCATIONAL PROGRAMS

In accordance with law, the Board may establish a cooperative educational service unit with one or more school districts. This unit will be considered a legal entity, which may carry out the services of the cooperative agreement, but which will have no authority to levy taxes or issue bonds.

REFERENCES

State Reference:

SDCL 13-5-31
SDCL 13-5-32
SDCL 13-5-32.1
SDCL 13-5-33

Policy Reference:

Adoption History

First Reading	04/25/16
Approved	05/09/16

SECTION	L	TITLE	EDUCATION AGENCY RELATIONS	FILE	LDJ
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MONETARY DONATIONS FOR MEALS (ANGEL FUND)

The Angel Fund is an account maintained by the ~~Food Service~~ **School Nutrition** Office to be used to assist in covering the remaining balance, after reimbursement, of alternative meals served to students with an insufficient meal balance. **Angel Fund may also be used for students with unpaid meal charges at the end of school year.** This account will be funded entirely by donated money. There will be no transfer of money from or to the Food Service budget.

Money donated to the Angel Fund will be recorded in the ~~Food Service~~ **School Nutrition** Office and in Infinite Campus. All donations will be properly receipted. ~~and then recorded on a spreadsheet to include donor name, date, check number, and amount. A copy of all email communications designating leftover account balance donations will be saved to a shared file and maintained for three years. Telephone donations will be required to send email verification or a letter to be filed. Staff and parents with access to Infinite Campus Parent Portal can donate by credit transaction; records should indicate donation amount with a date/time stamp and maintained for a minimum of three years.~~ Monthly balances will be audited/balanced by the **School Nutrition** Office and reviewed by the Central Office each month. In addition, receipt books will be submitted for review annually.

~~To avoid abuse of the privilege, usage of this account will be limited to a maximum of one time per week and three times per year per student. When a student is going to receive an alternative meal (cheese sandwich), the school cashier will check for their name on a weekly list. If they have not already used this privilege, the student's name will be recorded and a hot lunch will be charged to their account, putting the student account into the negative. The cashier will then bring the names of those students to the Food Service office, where the appropriate amount of money will be transferred from the Angel Fund to the student's account. This will create an electronic record of fund usage.~~

The School Nutrition office will transfer the appropriate amount of money from the Angel Fund to the student's account. This will create an electronic record of fund usage. This fund will be used on a first-come first-served basis. If/when the balance reaches zero, this fund will no longer be available for use until additional donations are received.

REFERENCES

State Reference:

Policy Reference:

Adoption History

SECTION	L	TITLE	EDUCATION AGENCY RELATIONS	FILE	LI
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RELATIONS WITH EDUCATION ACCREDITATION AGENCIES

The district's schools will meet the requirements and standards for both basic approval and accreditation by the State Board of Education. Accreditation is required in order for the District to be eligible to receive general support foundation program funds.

~~In addition, each of the district's high schools will seek the highest status of membership in AdvaneEd, by cooperating in the association's evaluations of the district schools and considering the association's recommendations.~~

REFERENCES

State Reference:
 SDCL 13-1-12.1
 SDCL 13-13-18
 SDCL 13-3-47

Policy Reference:

Adoption History

First Reading	04/25/16
Approved	05/09/16