

Mission: Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.

Vision: Respect – Pride – Excellence for All



AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
March 11, 2024
5:30 p.m.



1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

March 15	No School – Spring Break
March 25	Board of Education Meeting – 5:30 p.m. – IPC
March 29	No School – Holiday Break
March 30	School Board Election Forum – 9:00am – City Hall
April 1	No School – Vacation
April 8	Board of Education Meeting – 5:30 p.m. – IPC
April 9	School Board Election
April 10	Early Release
April 22	Board of Education Meeting – 5:30 p.m. – IPC
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The superintendent recommends approval of the following:

 - a) **Approval and/or Corrections of Minutes of Previous Meeting**
 - b) **Approval and/or Corrections of the Financial Report**
 - c) **Consideration and Approval of the Bills**
 - d) **New Hires to the District**

Classified personnel and substitute teachers must be approved in order to be covered by our workmen's compensation plan.

 - 1) Samantha Shoultz/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$20.69 per hour
 - 2) Kari Andreas/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$20.69 per hour
 - 3) Nacrina Aldan/Food Service, Holy Trinity Satellite/\$20.61 per hour
 - 4) Mary Schmidt/Food Service, High School Cashier/\$21.18 per hour
 - e) **Resignations for Board Approval**
 - 1) Caitlin Ziegenbein/SPED Teacher, Buchanan/4 years
 - 2) TyAnn Ulmer/Assistant Volleyball Coach/6 years
 - 3) Henry Morales/Route Driver, Transportation/8 years
 - 4) Henry Morales/Special Olympics Coach/6 years
 - 5) Barry VanZee/Science Teacher, Our Home/1 year

- f) **Contracts for Board Approval**
 - 1) Tabitha Unruh/Teacher-High School Choral Director/\$63,330 per year
 - 2) Samanth Jenc/Teacher-High School Agricultural Education Teacher & FFA Advisor/\$55,965 per year
- g) **Set August 12 at 7:00pm as the date for the on-line Surplus Property Auction to be conducted by Ben Meyer Auction Service, Load Outs will be August 13**
- h) **Intent to Apply for Grant Funding**

Group Applying	HHS Class of 2025
Contact Person	Chris Stahly
Name of Award	HYLC Grant
Name of Funder	HYLC
Amount to be Requested	\$750
Project Focus	DJ for Prom

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.)

9. **CELEBRATE SUCCESSES IN THE DISTRICT**

Congratulations to:

- The following students are National qualifiers in Speech events: **Green Ta Bah** (11 gr) and **Antony Sorto** (12 gr) (Duo), **Samantha Swanson** (12 gr) (Program Oral Interp), **Tessa Gogolin** (12 gr) (Humor) Alternates: **Cameron Cutshaw** (12 gr) 1st alternate in both Humor and Drama, **Samantha Swanson** (12 gr) and **Mylic Byrd** (10 gr) 2nd alternate in Duo, and **Lily Halter** (11 gr) is a 2nd alternate in POI
- Seniors nominated for the Rosella Blunk Award for Interp: **Cameron Cutshaw, Tessa Gogolin, Samantha Swanson**
- **Laura Iverson** who was Nominated for Assistant Coach of the Year by the SD Forensic Coaches Association
- **Moses Gross** (11 gr) / 150 lbs, All-Conference Team ESD Boys WR

Thank You to:

- **Gary Caviezel** for the donation of a retro McKinley Tigers sweatshirt. We hope to incorporate it into the spring graduation for the preschool.
- **Wells Fargo Advisers** for the gift of a signed copy of the book, "This Thing Called Kindergarten." The author is former Superintendent Administrative Assistant, Dolly Venables.

10. **REPORTS TO THE BOARD:**

- a) **Classified Employee of the Month** – Presented by Laura Willemssen & Lyndi Hudson
Yoe Kaw Paw, Para Educator at the Middle School has been selected as **Classified Employee of the Month for April 2024**. Nomination comments are included in this packet. Congratulations Miss Paw!
- b) **Social Studies Adoption** – Linda Pietz
- c) **High School Report** – (Tessa Gogolin)
- d) **LAN Report** – Tim VanBerkum
- e) **Business Manager's Report**
- f) **Superintendent's Report**

11. OLD BUSINESS

- a) Policy GCBDD-Military Leave – 1st reading
- b) Consider Proposals Received for Construction Manager at Risk Services

12. NEW BUSINESS

- a) Proposal & Contract from JLG to Develop a Floor Plan, Probable Cost for an Addition to the High School & Future Construction
- b)

13. EXECUTIVE SESSION

1-25-2 Executive or closed meetings may be held for the sole purposes of:

- (4) Preparing for contract negotiations or negotiating with employees or employee representatives.

14. ADJOURNMENT

Halbkat, Darla

Subject: FW: Letter of Resignation - Special Education Position

From: Ziegenbein, Caitlin <Caitlin.Ziegenbein@k12.sd.us>

Sent: Tuesday, February 27, 2024 1:10 PM

To: Steinhoff, Kraig <Kraig.Steinhoff@k12.sd.us>

Cc: Abelseth, Ralyna <Ralyna.Abelseth@k12.sd.us>; Cutshaw, James <James.Cutshaw@k12.sd.us>

Subject: Letter of Resignation - Special Education Position

Dear Dr. Steinhoff,

I hope this email finds you well. It is with mixed emotions that I am writing to inform you of my decision to resign from my position as a Special Education teacher at Buchanan K-1 Center, effective at the end of the 2023-2024 contractual year.

Over the past four years, it has been an incredible privilege to work alongside dedicated colleagues and to serve the students and families of our school community. The experiences I've had and the relationships I've built during my time here have truly enriched my professional and personal life. I am grateful for the support and mentorship I have received from the administration, as well as from my fellow educators, throughout my time in the Huron School District.

While it was a difficult decision to make, I believe that this is the right time for me to pursue new opportunities and challenges in my career. I am committed to ensuring a smooth transition during my remaining time here and am willing to assist as needed. Please let me know how I can best support this process.

Thank you again for the opportunity to be a part of the Huron School District community. I will always cherish the memories and experiences I've gained here. I wish you, the staff, and the students continued success and growth in the future.

Sincerely,

Caitlin Ziegenbein
K-1 Special Education
caitlin.ziegenbein@k12.sd.us


February 28th 2024,

Mr. Rotert,

Please accept this letter as my formal resignation from the position of assistant volleyball coach. Although I have enjoyed my time with the volleyball program over the years, it is time for me to give more time to my growing family. I will miss growing connections with athletes and the Huron Volleyball Program but, I am sincerely grateful for the opportunity to have gotten to work with athletes and build relationships and share my knowledge. I have learned and grown a lot throughout my volleyball coaching career.

Sincerely,

TyAnn Ulmer



2-29-24

Halbkat, Darla

Subject: Resignation

From: Morales, Henry <Henry.Morales@k12.sd.us>

Sent: Friday, March 1, 2024 11:40:57 AM

To: Bostrom, Kathie <Kathie.Bostrom@k12.sd.us>

Subject: Resignation

To whom it may concern:

I am tendering my resignation from the Huron school district transportation department and Special Olympics as of this date.

If there is anything else that you need from me, please let me know. Thank you for your time and attention to this matter.

Halbkat, Darla

Subject: Resignation

From: VanZee, Barry D <Barry.VanZee@k12.sd.us>

Sent: Monday, March 4, 2024 8:15 AM

To: Steinhoff, Kraig <Kraig.Steinhoff@k12.sd.us>

Subject: Resignation

I Barry Van Zee Science teacher at Our Home resign from teaching after this year 2023/2024.

Thank you

VanZee



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

03/01/2024

Tabitha Unruh

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$63,330** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/08/2024** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold

or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

Hired 2024-2025 w/BA+15 and 4 years of teaching experience. The above salary includes \$5,746 extra duty pay for Vocal Music Director. Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning on/near August 8. (Date TBD) During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

BA+15

Base Contract: \$57,584

Vocal Music Director \$5,746 Step 0

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 03/04/2024

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Employee Signature

Tabitha Wuruk

Date

03/01/2024 01:57 pm

Chairman of School District Board Signature

Garret Bischoff

Date

03/01/2024 02:04 pm

Business Manager of School District Signature

Kelly Christopherson

Date

03/01/2024 02:05 pm



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

03/05/2024

Samantha Jenc

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$55,965** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/08/2024** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold

or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

Hired 2024-2025 with BS and 0 years of teaching experience. The above salary includes \$2,028 extra duty pay for HS FFA Advisor. Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning on/near August 8. (Date TBD) During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

BS

Base Contract: \$53,937

HS FFA Advisor \$2,028 Step 0

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 03/07/2024

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Employee Signature <i>Samantha Jenc</i>	Date 03/05/2024 06:05 pm
Chairman of School District Board Signature <i>Garret Bischoff</i>	Date 03/06/2024 09:05 am
Business Manager of School District Signature <i>Kelly Christopherson</i>	Date 03/06/2024 11:09 am



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 3/1/2024 Contact Person: Chris Stahly

Group Applying: HHHS Class of 2025 (Class officers)

Name of Grant/Award: HYLC grant

Name of Funder: HYLC Contact Person: Heldi Holfordy

Amount to be Requested: \$750.00 Funder's Submission Due Date: March 8, 2024

Project Focus: DJ for prom

How awarded amount received? ☒ Full amount up front ☐ Reimbursement

Are any follow up reports required? ☐ Yes ☒ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes ☐ No ☒

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] Date: 3-8-24
Building/Department Administrator

Signature: [Signature] Date: 3-8-24
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: [Signature] Date: 3-4-24
Kelly Christopherson, Business Manager


Presented to School Board: _____

Classified Employee of the Month

Name	<u>Yoe Kaw Paw</u>
Position	<u>Para Educator</u>
Date	<u>March 11, 2024</u>

Miss Paw is appreciated as a Para Educator at the Middle School.
She looks for students to help that need guidance on assignments.
Miss Paw remains calm and always has a smile on her face.
She is knowledgeable in how to help each student individually.
Miss Paw is a positive role model for both staff and students.

Congratulations Miss Paw!


	Huron School District #2-2	Code: GCBDD – Military Leave
	Policies and Regulations	

Employees of the District who qualify under the Uniform Employment and Reemployment Rights Act (USERRA) shall receive all leave, benefits and protections afforded by that Act. Employees requesting military leave will provide notice and documentation to the District as required by USERRA. An employee shall be granted military leave for service in the uniformed services of the United States, upon receipt of the required notice. Benefits shall be maintained for these employees as required by law and any applicable collective bargaining agreement. A service member who returns to the District for work following a period of active military duty must be reinstated to the same or similar position and at the same rate of pay unless otherwise provided by law. Reemployment of a person is excused if an employer's circumstances have changed so that reemployment of the person would be impossible or unreasonable. A reduction-in-force that would have included the person would be an example.

USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances. All requests for military leave will be submitted to the Superintendent or Superintendent's designee accompanied by copies of the proper documentation showing the necessity for the military leave request.

To qualify for USERRA's protections, a service member must be available to return to work within certain time limits. These time limits for returning to work depend (with the exception of fitness-for-service examinations) on the duration of a person's military service.

1. If the length of service was 30 days or less, the person must report to the District by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
2. If the length of service was 31 days to 180 days, an application for reemployment must be submitted to the employer no later than 14 days after completion of a person's service. If submission of a timely application is impossible or unreasonable through no fault of the person, the application must be submitted as soon as possible on the next day when submitting the application becomes possible.
3. If the length of service was 180 days or more, an application for reemployment must be submitted to the employer no later than 90 days after completion of a person's military service.
4. Disability-related service: The reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service. The two-year period will be extended by the minimum time required to accommodate a circumstance beyond an individual's control that would make reporting within the two-year period impossible or unreasonable.
5. Unexcused Delay: A person's reemployment rights are not automatically forfeited if the person fails to report to work or to apply for reemployment within the required time limits. In such cases, the person will be subject to the employer's established rules governing unexcused absences.

	Huron School District #2-2	Code: GCBDD – Military Leave
	Policies and Regulations	

Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, the individual is required to pay 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed. South Dakota Retirement System shall be done pursuant to USERRA and SDRS requirements.

Military leave shall be leave without pay.



HURON SCHOOL DISTRICT 2-2 HIGH SCHOOL ADDITION & REMODEL PROJECT CONSTRUCTION MANAGEMENT AT RISK PROPOSAL

03.08.2024

PUETZ
DESIGN+BUILD

March 8th, 2024

Kelly Christopherson, Business Manager
Huron School District 2-2
150 5th St. SW, PO Box 949,
Huron, SD 57350

RE: Huron High School Addition & Remodel Project

Dear Mr. Christopherson and the Huron School Board,

My name is Mark Puetz and I am the CEO of Puetz Design+Build. For your project, Jim Weber, Vice President of Puetz Design+Build, will be the project executive for the duration of the pre-construction and construction phase services. For over 20 years, our focus has been on providing outstanding customer service to our K-12 clients using the Construction Manager at Risk (CMAR) delivery model. We have partnered with School Districts across South Dakota on 120+ school projects to meet their unique needs and challenges, and we would be honored to be your CMAR partner.

Over the 20+ years that Puetz Design+Build has been performing construction management services, we have found that the key to a successful outcome is the level of engagement by the Owner, Architect, and our Construction Management team during the pre-construction phase of the project. By this active engagement we can address design, constructibility, phasing, and budgetary challenges earlier in the design process. For example, on the Chamberlain School project, Puetz Design+Build assisted the owner and architect with reducing the cost of the project by millions of dollars. This effort helped bridge the gap between the client's original budget and their revised budget generated after community input was received.

At Puetz Design+Build, we work hard every day by respecting the voice that all team members bring to the design and construction process. We look forward to working proactively as a team to help make your school district's goals become a reality without all the headaches that follow firms who don't have their sole focus on the client. If you have any questions, please do not hesitate to contact me or Jim Weber at 605-996-2276. We thank you for your consideration of our CMAR services.

Sincerely,



Mark A. Puetz, CEO & President



Contents

- 4 **Company History & Values**
- 5 **Puetz Design + Build Fast facts**
- 6 **Record of Past Performance**
- 14 **Specialized Expertise, Capabilities,
and Technical Competence**
- 18 **Project Approach to Pre-Con & Construction**
- 20 **Approach to Safe, Timely, And Quality Construction**
- 23 **Handling Project Constraints**
- 24 **Resources Available: Project Team**
- 32 **Statement of Financial Strength**
- 33 **Familiarity of Project and Project Site**
- 34 **Why Select Puetz Design + Build**

COMPANY HISTORY & VALUES

From the company's inception in 1952, Clarence and Josephine Puetz, founders of Puetz Design+Build, carried a high sense of value for people and the relationships that were formed along the way. 70+ years and three generations later, we still hold the value of people and relationships at the highest level of importance.

Puetz Design+Build believes it is imperative to continually maintain a strong sense of values in today's world and share those values with our customers.

As a result, Puetz Design+Build has moved to utilize a Full Circle Team Approach in all phases of design and construction.

This Full Circle Building Solution Assures You:

- Your building will be designed according to your needs.
- The budget you establish will be met with our guidance on design and estimating.
- Your project will be completed in a timely manner according to a critical path schedule to best meet your project needs.
- Single-Source Responsibility...simply contact Puetz Design+Build for a quick response to your construction questions or concerns.
- Your completed facility will reflect the image you want to portray.
- You will receive the greatest value for the dollar spent.

Puetz Design+Build's Core Values

We are proud of our values and we want every client, contractor, subcontractor, and supplier to be encompassed by them.

Treat Everyone
With Honesty,
Fairness &
Respect.

Seek 100%
Customer
Satisfaction.

Provide
Affordable
Quality &
Reliability.

Seek
Continuous
Improvement
in All Areas of
Our Business.

At Puetz Design+Build, relationships are our business. How we enhance those relationships through our Full Circle Design + Build Solutions and our Core Values is what we pride ourselves on.

We look forward to creating a great relationship with you.

OWNERSHIP TEAM



**MARK
PUETZ**
PRESIDENT
DIRECTOR



**JIM
WEBER**
VICE
PRESIDENT
DIRECTOR



**DOUG
MCCUNE**
TREASURER/
SECRETARY
DIRECTOR



**MARY
PUETZ**
DIRECTOR



**WAYNE
PUETZ**
DIRECTOR

PUETZ DESIGN + BUILD FAST FACTS

1

70+ Years & 3 Generations: How long Puetz Design+Build (Formerly Puetz Corporation) has been in business.

2

102 Employees

8 project managers, 3 field operations staff, 3 business development staff, 5 administrative staff, 15 on-site superintendents, 61 field trades team members, 3 convenient regional offices in Pierre, Mitchell, and Sioux Falls, South Dakota.

3

Over **\$535 million dollars** of construction value in projects completed or in progress using the Construction Management process over the past 20 years.

4

\$116,000,000 highest dollar level of signed contracts at one time.

5

Completed 11 projects, \$8,000,000 or greater in the past 8 years with 3 additional \$8,000,000+ projects and 3 additional \$30,000,000+ in the pre-construction and construction phases.

6

In the past 3 years, Puetz has completed over 450,000 square feet of new additions for K-12 schools.

7

Over 120 school projects designed, managed, or constructed in our 70+ year history.

8

9.5 out of 10 Stars for overall client satisfaction in 2023.



9

\$34,000,000 Chamberlain Elementary School: Puetz Design+Build was the Construction Manager
a. Through multiple rounds of value engineering and value analysis in the pre-construction phase of the project, Puetz Design+Build, in conjunction with the owner and architect, was able to reduce the cost of the project by over \$6 million during one of the most volatile material and labor markets seen in the last 70 years.

10

.5% average CMAR change orders covered in the CMAR contingency. 0% average increase to the Guaranteed Maximum Price of the project.

RECORD OF PAST PERFORMANCE

35+
Schools
in 5 years



- HURON SCHOOL PROJECT**
- Puetz Design + Build Recent K-12 School Projects
- Puetz Design + Build Multiple K-12 School Projects
- Puetz Design + Build Office Locations
- Missouri River
- Interstate System

K-12 EDUCATION AT A GLANCE

OUR EXPERTISE

We've worked with administrators, school boards, architects, and contractors to achieve the single goal of creating an environment best suited for students and educators to teach, learn, and grow today – and for years to come.

PUETZ DESIGN + BUILD RECENT SIMILAR SCALE & SCOPE K-12 EDUCATION PROJECTS

1.	Mitchell High School / Mitchell, SD	63M	In Progress
2.	Lennox School Performing Arts, Classroom & Gym Addition / Lennox, SD	15M	In Progress
3.	Riggs High School Athletics Addition / Pierre, SD	14M	Pending
4.	Wagner Storage and Restroom Remodel / Wagner, SD	1.4M	In Progress
5.	Chamberlain Elementary School, Gym & Theater / Chamberlain, SD	34M	May, 2024
6.	Corsica High School & Stickney Elementary School	9.78M	2024
7.	Parkston School Multiuse Facility / Parkston, SD	6.1 M	2024
8.	Bridgewater/Emery CTE Addition / Emery, SD	2.5 M	2023
9.	TriValley School District Elementary School Phase 2 / Crooks, SD	10.3M	2023
10.	TriValley School District Elementary School Phase 1 / Crooks, SD	9.2M	2023
11.	Hanson School Track, Field, & Stadium	3.5M	2022
12.	Bennett County HVAC Renovation / Martin, SD	.2M	2022
13.	MACCRAY School District / Clara City, MN	.4M	2022
14.	Freeman Multi-use Facility / Freeman, SD	1M	2022
15.	Wagner School Locker Room, Track, & Field Renovation / Wagner, SD	4.6M	2021
16.	Pierre School District, George Morris Middle School / Pierre, SD	.2M	2021
17.	Pierre School District, Riggs High School / Pierre, SD	.1M	2021
18.	Bennett County School District Addition / Martin, SD	14.2M	2021
19.	Todd County, He Dog School / Parmelee, SD	.4M	2021
20.	Hermosa School District / Hermosa, SD	.1M	2021
21.	Lac qui Parle Valley School District Addition / Appleton, MN	.3M	2021
22.	Worthington School Stadium Upgrades / Worthington, MN	4.5M	2020
23.	Vermillion School District High School / Vermillion, SD	2.8M	2020
24.	Lyman County School District Middle & High School / Presho, SD	5.6M	2020
25.	Lyman County School District Elementary School / Kennebec, SD	2.4M	2020
26.	Ogalala Lakota County School District CTE / Batesland, SD	.4M	2020
27.	Stanley County School District, Gym Mezzanine / Fort Pierre, SD	.1M	2020
28.	Wagner School Theatre Remodel & Gym/Football Lighting / Wagner, SD	2.4M	2019
29.	Menno School District K-12 School / Menno, SD	3.3M	2019
30.	Andes Central Middle & High School / Lake Andes, SD	13.2M	2019
31.	Ethan School District Gymnasium Addition / Ethan, SD	2.5M	2019
32.	Highmore K-12 School / Highmore, SD	2.9M	2018
33.	White Lake K-12 School / White Lake, SD	6.5M	2018
34.	Scotland Gymnasium & Locker Room Addition / Scotland, SD	2.2M	2018
35.	Wagner Tech Center Remodel / Wagner, SD	.4M	2018
36.	Mitchell Performing Arts Center / Mitchell, SD	15.3M	2017
37.	Bridgewater/Emery School Gymnasium Addition / Emery, SD	4.5M	2017
38.	Bridgewater/Emery Track & Field Addition / Bridgewater	1.8M	2017
39.	Wolsey-Wessington Gym & Admin. Office Addition / Wolsey, SD	4.5M	2017
40.	Hanson School Classroom Addition / Alexandria, SD	2.8M	2017
41.	Wagner School 4th Grade Remodel / Wagner, SD	.7M	2017
42.	Eureka School District / Eureka, SD	5.4M	2016

Mitchell High School Performing Arts



LOCATION Mitchell, SD
PROJECT YEAR 2017
PROJECT COST \$15.6M
PROJECT BUDGET \$12.0M
SIZE 65,400 SF

DELIVERY METHOD
Arch./Bid/Build

ARCHITECT
Formerly, MSH Architects
(Schemmer Architects)

CLIENT REFERENCE
Joe Childs, Superintendent
P: (605) 995.3010



Chamberlain Elementary School, Theater & Gym Addition



LOCATION Chamberlain, SD
PROJECT YEAR 2017
PROJECT COST \$15.6M
PROJECT BUDGET \$12.0M
SIZE 65,400 SF

DELIVERY METHOD
CMAR

ARCHITECT
CMBA Architects

CLIENT REFERENCE
Justin Zajic, Superintendent
P: (605) 234.4477



Mitchell Technical College Trades Center



LOCATION Mitchell, SD
PROJECT YEAR 2013
PROJECT COST \$18.5M
PROJECT BUDGET \$18.5M
SIZE 147,000 SF

DELIVERY METHOD
CMAR

ARCHITECT
Puetz Design+Build &
Architecture Inc.

CLIENT REFERENCE
Mark Wilson, President
P: (605) 995.3025



Mitchell Carrier Technical Academy Renovation

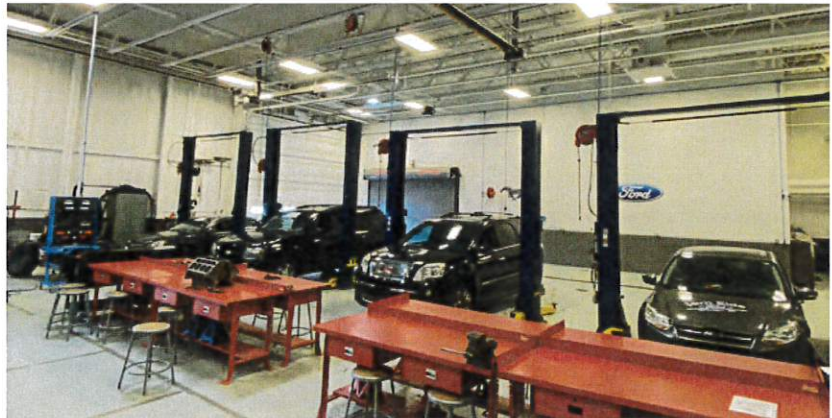


LOCATION Mitchell, SD
PROJECT YEAR 2015
PROJECT COST \$.75M
PROJECT BUDGET \$.75M

DELIVERY METHOD
CMAR

ARCHITECT
Puetz Design+Build

CLIENT REFERENCE
Joe Childs, Superintendent
P: (605) 995.3010



Menno School Addition & Remodel

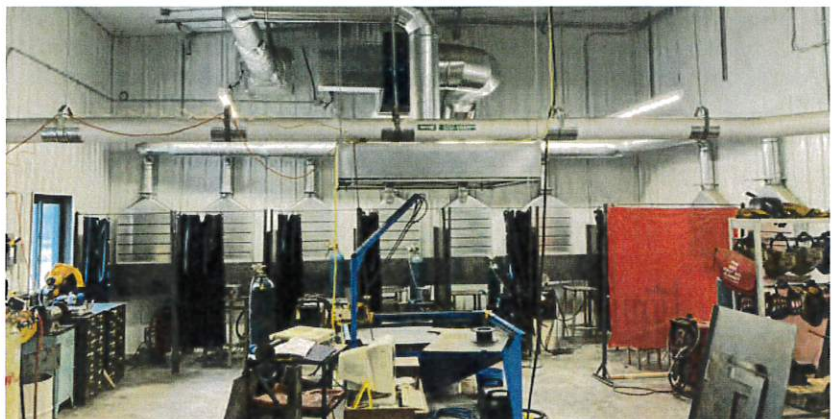


LOCATION Menno, SD
PROJECT YEAR 2019
PROJECT COST \$3.3M
PROJECT BUDGET \$3.25M
SIZE 20,497 SF

DELIVERY METHOD
CMAR

ARCHITECT
Puetz Design+Build

CLIENT REFERENCE
Dale Weiss, Business Manager
P: (605) 387-5161



Andes Central Middle and High School Addition & Renovation



LOCATION Lake Andes, SD
PROJECT YEAR 2019
PROJECT COST \$13.2M
PROJECT BUDGET \$13.2M
SIZE 56,628 New SF
10,281 Remodeled SF

DELIVERY METHOD
CMAR

ARCHITECT
TSP Architects

CLIENT REFERENCE
Debra Lucas, Superintendent
(Retired)
P: (605) 469.5227



SPECIALIZED EXPERTISE, CAPABILITIES, AND TECHNICAL COMPETENCE

Estimation: Puetz

Design+Build's combined 174 years of estimating staff experience, customized estimating software, and decades of project cost data allows Puetz Design+Build to estimate projects accurately and early in the project design. Clients appreciate knowing the project design and the budget are in sync to meet their project expectations.

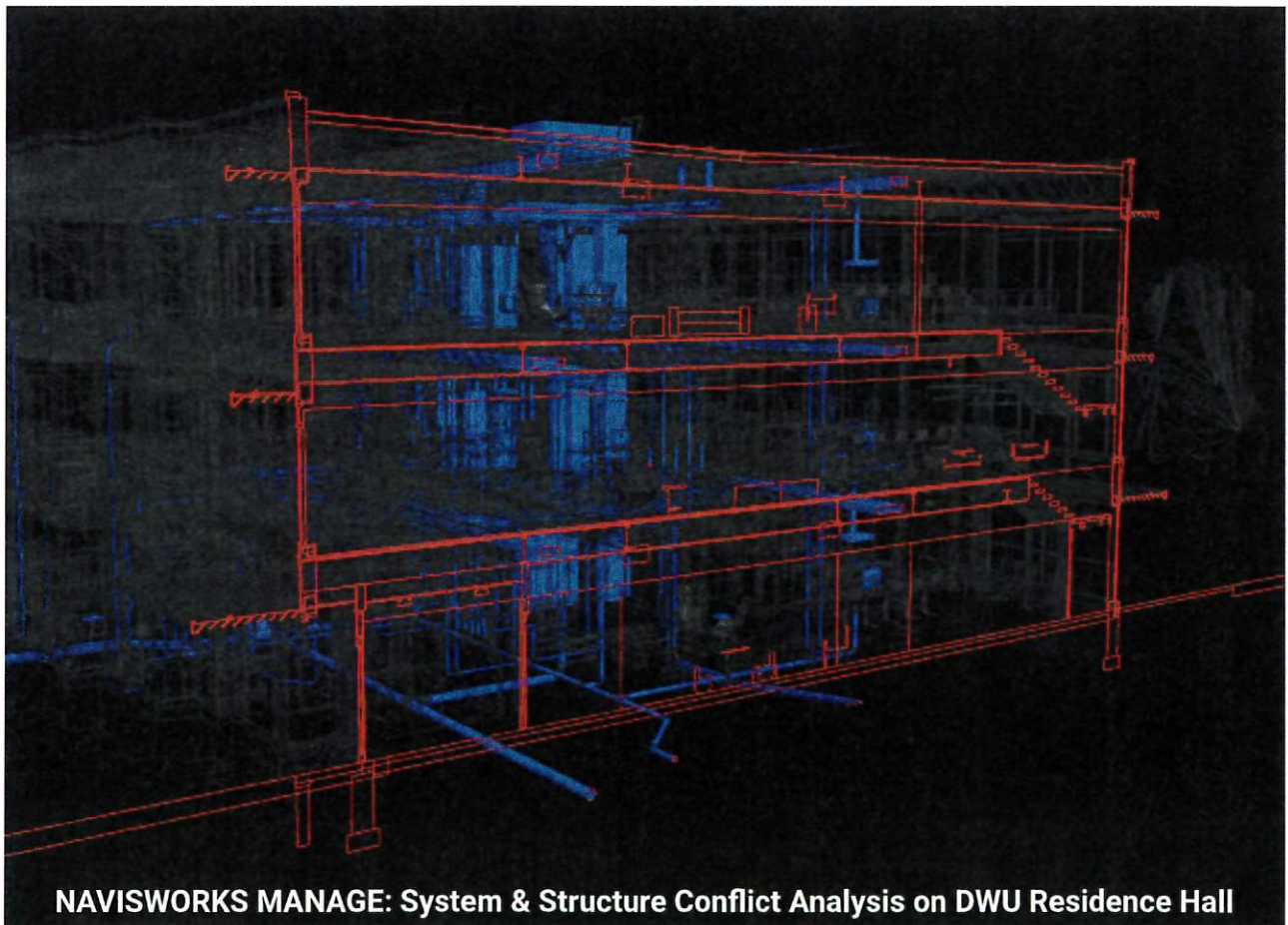
software which allows the architects, engineers, and the construction manager to holistically review integrated models and data with stakeholders during pre-construction to better control project outcomes. With clash detection and model coordination, we can better anticipate and reduce potential clash and interference problems before construction.

us robust project management tools with the right blend of usability, power, and flexibility, so we can manage projects more efficiently and effectively. We can stay informed and control project work, schedules, and finances, keep project teams aligned, and be more productive through integration with familiar Microsoft Office system programs.

Navisworks Manage®: BIM Conflict Recognition Software
Puetz Design+Build uses Navisworks Manage® project review

Critical Path, Pull Scheduling and Three Week Look Ahead Schedules: Microsoft Office Project Standard 2019 gives

In addition to a full project critical path schedule, Puetz Design+Build uses Pull Scheduling with our Three Week Look





Ahead Schedule. The three week schedule is initially drawn up by the on-site superintendent and the project manager in preparation for the weekly job site meeting. This schedule is then used with the contractors attending the meeting to ask where efficiencies can be gained and where coordination or schedules need to be adjusted.

Pull scheduling creates buy in with the contractors and it requires the foreman on site to think about the task to be accomplished in the next three

weeks and how much time will be required to complete those tasks.

Procore is a document and communication sharing software that integrates the entire project team. All parties involved in the project are invited to join and access this program online to stay up-to-date with plan reviews, Request for Information (RFI's), plan changes, meeting agendas and minutes, schedules, safety updates, punch list items, and much more.

Beyond the sharing of communication, updates automatically populate to all users and the entities assigned the task at hand show up in green with their time lines for task completion. If the task deadline is getting close, the user name shows up in yellow and then switches to red when the deadline expires. This software creates accountability as every user will now know who specifically has not completed their task.

Maintaining a transparent structure for estimating and bidding, and methods used to ensure qualified, cost competitive sub-contracted work.

Puetz Design+Build's cost estimates are as detailed as the plans and specifications that the estimate is based on. Puetz Design+Build will show every division of construction total cost and then a breakout of materials and labor within each of the applicable divisions and sub division categories. Below

is an example of a portion of an estimate, Division 3 concrete, through Division 8 doors and windows. The far right column shows changes from the previous estimate to highlight changes.

Puetz Design+Build will share the quotes that other contractors provide us while market testing project cost estimates. Puetz Design+Build will remain entirely open book through out the entire pre-construction and construction process including

the CMAR contingency, general conditions, and our fee. Puetz Design+Build will reduce the CMAR contingency incrementally as low bid contractor selections are made. Contractor selection occurs by means of the public bidding process.

DIVISION 3 - CONCRETE				
Footings	220 cy	\$ 67,100	\$ 305.00	\$ (20,740)
Walls	501 cy	\$ 225,450	\$ 450.00	\$ (178,632)
SOG - Basement	6932 sf	\$ 34,660	\$ 5.00	\$ (34,660)
SOG - 1st Floor	1950 sf	\$ 7,800	\$ 4.00	\$ 37,600
SOG - Stoops	120 sf	\$ 1,200	\$ 10.00	
Steps on Grade	250 lfm	\$ 7,875	\$ 31.50	\$ (7,875)
Landings on Grade	100 sf	\$ 1,085	\$ 10.85	\$ (1,085)
Composite Slab - 1st & 2nd Floor	13495 sf	\$ 40,748	\$ 3.02	\$ (20,928)
Equipment Pads	1 ls	\$ 5,000	\$ 5,000.00	
Pan Stair Assemblies	252 sf	\$ 16,380	\$ 65.00	
Stair Landing Assemblies	396 sf	\$ 15,840	\$ 40.00	
Structural Precast Core Floor w/ Topping	1800 sf	\$ -	\$ -	\$ 26,100
Precast Wall Panels and Trims	1 ls	\$ 85,000	\$ 85,000.00	
DIVISION 4 - MASONRY				
CMU - Party Wall	3698 sf	\$ 44,376	\$ 12.00	
CMU - Elevator Shaft	1456 sf	\$ 17,472	\$ 12.00	
Brick Veneers	5725 sf	\$ 100,188	\$ 17.50	
DIVISION 5 - METALS				
Structural Steel	110 Ton	\$ 297,000	\$ 2,700.00	\$ (67,500)
Metal Joists	11.25 Ton	\$ 27,000	\$ 2,400.00	
Composite Deck & Misc Metals	13495 sf	\$ 43,184	\$ 3.20	\$ (21,696)
Roof Deck	10600 sf	\$ 25,652	\$ 2.42	
Wall Rails	200 lf	\$ 5,880	\$ 29.40	
Guard Rail - Wire	184 lf	\$ 17,480	\$ 95.00	
Roof Ladder	1 ls	\$ 1,200	\$ 1,200.00	
DIVISION 6 - ROUGH AND FINISH CARPENTRY				
Solid Surface Window Stools	200 lf	\$ 6,360	\$ 31.80	
DIVISION 7 - THERMAL & MOISTURE PROTECTION				
Membrane Waterproofing	8700 sf	\$ 9,570	\$ 1.10	\$ (9,570)
RINS - Foundation	5800 sf	\$ 6,670	\$ 1.15	\$ (5,127)
RINS - Exterior Wall	7070 sf	Div 9		
Membrane Roofing	10600 sf	\$ 79,500	\$ 7.50	
Air Infiltration Barrier	9120 sf	\$ 2,736	\$ 0.30	
Joint Sealants	1 ls	\$ 25,000	\$ 25,000.00	
DIVISION 8 - DOORS & WINDOWS				
HM Frames, HM Doors, Wood Doors & Hardware	55 opng	\$ 96,821	\$ 1,760.38	\$ (27,083)
Electronic Access Points	2 ea	\$ 2,600	\$ 1,300.00	
Coiling Counter Doors	2 ea	\$ 3,808	\$ 1,904.00	
Aluminum Entrance Doors	4 pr	\$ 12,800	\$ 3,200.00	
Auto Openers	2 pr	\$ 6,000	\$ 3,000.00	
Interior Entrance Assemblies	336 sf	\$ 10,416	\$ 31.00	

Guaranteed Maximum Price

Puetz Design+Build is flexible with clients as to when we deliver the Guaranteed Maximum Price (GMP). We have provided the GMP to clients as early as 100% Design Developments or as late as after bids have occurred and the qualified low bid contractors have been determined. The main difference between these two options or a blend of the two is the amount of construction management contingency we hold within the GMP. The less defined the plans are, the more contingency Puetz Design+Build holds until the plans are more defined. Then as the plans are further detailed the contingency is given back to the client. Also, no contingency is ever used without the knowledge of the client.

It is this contingency that helps to cover unknown conditions that the plans haven't detailed if the GMP is provided prior to 100% construction documents. A smaller CMAR contingency

will be held through some of the major portions of the construction phase of the project and as these major portions of the project are completed, the remainder of the contingency will be released to the owner. Anytime the CMAR uses any part of the contingency, the owner and architect will be informed.

The contingency will be part of the GMP so ultimately it is Puetz Design+Build's responsibility to maintain this GMP unless the owner or architect dramatically change the scope of the project.

Typically we see the owner and architect holding a separate errors and omissions and owner contingency. The owner's contingency would be for items that the owner adds to the project after construction has started. Once the GMP is given by Puetz Design+Build, there are no change orders to the GMP on behalf of the construction manager with the exception of unforeseen conditions and

scope change. This typically averages less than .5%.

When Puetz Design+Build is the construction manager on the project we see on average 2% or less for Architecture/Engineering errors/omissions and owner driven change orders. This is partially because of our thorough review of plans and specifications prior to the bid.

Also with our own mechanical, electrical, plumbing, and fire suppression contractor consultants on board to assist us with our market based cost estimates, we are able to catch the majority of potential design or constructability related issues in advance.

Example Estimate with Value Analysis Options Provided

11	Removal of piped storm sewer, look at utilizing drainage ditch	\$ (35,000.00)	-35,000.00	Approved	1/27/2015	
15	Asphalt removed in portions at north parking (half of north lot)	\$ (170,000.00)	-170,000.00	Approved	1/27/2015	Add alternate
16	Pool	\$ -				
16a	Filters	\$ (100,000.00)	-100,000.00	Approved	1/27/2015	
16b	Play Features (we have \$100,000 budgeted at this time)	\$ -				
17	Storefront vs. Curtain wall use in entry areas (CWA, CWG, CWH, CWJ)	\$ (135,723.00)	-135,723.00	Approved	1/27/2015	
20e	Interior D2-D3 Change to Precast	\$ 22,819.00	22,819.00	Approved	1/27/2015	
20f	Change panels D3-H3 to non-insulated (Gage)	\$ (25,000.00)	-25,000.00	Approved	2/16/2015	
21	Ceiling Types	\$ -				
21a	Change to Eclipse in front of Racquetball	\$ (34,675.00)	-34,675.00	Approved	1/27/2015	
21b	Change to Halcyon at front reception	\$ (30,000.00)	-30,000.00	Approved	1/27/2015	
21c	Change ceiling to Patternz Panel Suspension System (paint structure above)	\$ 5,000.00	5,000.00	Approved	1/27/2015	Add Alternate
22	Floor coverings - sealed concrete in common areas	\$ (63,405.00)	-63,405.00	Approved 2/16/15	1/27/2015	Keep Tile in front main entrance & change back to pc
22a	Change CT budget per Elizabeth	\$ (36,000.00)	-36,000.00	Approved	1/27/2015	
24	Mechanical design	\$ -				
24a	Air to Air RTU in Gym	\$ (89,000.00)	-89,000.00	Approved	1/27/2015	
24c	Non condensing boiler	\$ (20,000.00)	-20,000.00	Approved	1/27/2015	
24d	Move exterior ducts inside	\$ (35,000.00)	-35,000.00	Approved	1/27/2015	
24e	Ductwork Changes	\$ (20,000.00)	-20,000.00	Approved	1/27/2015	
26	Retractable bleachers in pool	\$ 18,000.00	18,000.00	Approved	1/27/2015	
27a	Update Locker Quantity with Metal KD (including P Lam) 253 - 314 Add	\$ 18,325.00		TBD	2/15/2015	Added 61 lockers
27b	Lockers Fully welded change to KD	\$ -		Included in 27a	1/27/2015	Checking into local supplier of lockers. Looking at mi
27c	Locker budget per revised locker plan - 2-13-15	\$ 50,000.00	50,000.00	Revise pricing TBD	2/16/2015	
27d	Precast colors - This is to go to white	\$ (35,000.00)	-35,000.00	Approved 2/16/15	1/27/2015	Add Alternate
27e	Precast colors - This is to go to gray (this is an additional over the white)	\$ (20,000.00)	-20,000.00	Approved 2/16/15	1/27/2015	Add Alternate
28	Electrical Systems	\$ (230,000.00)	-230,000.00	Approved 2/16/15	1/27/2015	Look into Lighting in Gym for cut sheet comare flour
28a	Aluminum Feeders	\$ -				
28b	Don't specify copper bussing on panels, switchboard, etc.	\$ -				
28c	Can we do a separate service for the chiller?	\$ -				
28d	Design engineer performs the coordination Arc Flash study	\$ -				
28f	Can we keep the light fixture package to \$3 / sf or less?	\$ -				
	Total Project VE Options	\$ -2,182,652.00				
	Total Selected VE Options		-1,859,889.00			

PROJECT APPROACH TO PRE-CON & CONSTRUCTION

Schematic Design:

The CMAR role at this stage is to review existing plans, create a preliminary estimate of cost, start recommending value analysis ideas that may include site layout, drainage, detention, bearing wall selections, HVAC systems, specialty systems, and a preliminary design and construction schedule or potential phasing options.

1

Construction Documents (CD)

Plans showing how the entire building, all of its systems and materials are located, installed, and built.

Document Review

As plans develop from additional details, a review of those details occurs at 50% and 75% completion of construction documents with the owner. Final review will be at 100% completion of drawings as the final walk through of the plans and specifications. Puetz Design+Build has found that a thorough review of these plans to the level of outlet elevations, casework elevations, light switch review, individual room model views, locations of fire alarms, sewer clean outs, etc, helps prevent client change orders once the project construction begins.

3

Recommendation of Low Bid Qualified Contractors

After reviewing the low bids, Puetz Design+Build interviews contractors and has them fill out the AIA contractor qualification statement to make sure they can financially and logistically perform the work according to the quality standards, timeliness, and safety requirements. Puetz will then recommend the construction team to the client.

5

Design Development (DD)

Puetz as the CMAR will revise the schematic estimate, participate and advise on material, construction details, and system selections as it pertains to price, schedule, lead times, and constructability. Puetz will begin working with consulting contractors on major items in the project such as precast, steel, masonry, concrete, roofing, electrical, mechanical, plumbing, controls, and any specialty materials or equipment. From detailed takeoffs from ourselves and each of the contractor consultants, Puetz will update the schematic estimate to a very accurate estimate within 7% +/-.

This is also the point where Puetz Design+Build's review can save clients 5% or more with recommendations on alternate materials, structural designs, drainage systems, scheduling, phasing, and more.

The school district and Puetz Design+Build will mutually agree to a time frame for a guaranteed maximum price (GMP) sometime between 100% Design Development Document completion and after bids have been opened. There are pro's and cons as to when the GMP occurs and further discussion is beneficial for this decision.

2

Bid Preparation

At 100% CD or before depending on phasing schedules, plans and specifications will be published publicly and bids will be opened approximately 3 to 4 weeks later.

Any savings from bids compared to the GMP will be returned to the client. Puetz Design+Build's local and regional relationships with contractors helps to draw top qualified, competitive bids for the greatest project value.

4

Superintendent Oversight

Once construction starts, a Puetz Design+Build superintendent is on the job site daily whenever work is being performed making sure contractors are performing at a rate that assures expected completion dates, aligns to the project schedule, and always meets or exceeds the highest quality and safety standards.

7

Punch List & Certification of Substantial Completion

3 weeks prior to scheduled substantial completion and occupancy, a punch list will occur with the CMAR Superintendent, quality control / warranty manager, Architect, & Client representative. This punch list will be distributed within one week of it being completed and reviewed. Puetz and its subcontractors will have 2 weeks to complete all punch list items. Any outstanding punch list items not completed at substantial completion need to be documented with tracking numbers associated with them so that within a week of product arrival, the item is installed.

9

Puetz Signs Sub-Contracts & Construction Mobilization/Construction Start

Pre-construction meeting with Architect, Engineers, Client, and Sub-Contractors to review schedule, safety, and quality expectations.

On-Site Project Meetings

Superintendent leads weekly meetings with the contractors, client representatives, and architect to review the critical path schedule, three week look ahead schedule, site organization, material deliveries, personnel requirements for the different trades, the rolling punch list, safety, and any other concerns.

6

Project Manager

Reviews shop drawing details, safety, scheduling, quality and administers that construction is occurring according to plans and specifications. The project manager also reviews monthly pay applications and lien waivers from subcontractors prior to submitting application for payment to the client.

8

Final Completion and One Year Warranty Period Starts

14 days after substantial completion/occupancy.

Quality Control / Warranty Manager

By having a manager specifically designated for follow up on quality and warranty related items, clients receive faster responses and corrective action on issues that arise in the building before and after substantial completion.

10

APPROACH TO SAFE, TIMELY, AND QUALITY CONSTRUCTION



Safety is of the utmost concern for Puetz Design+Build as a whole, but especially for our on-site superintendents. All Puetz Design+Build projects have a project specific safety plan and we'd be happy to share an example of one of our project safety plans upon your request. All contractor safety and health plans must be submitted to us, prior to a subcontract being signed and any work beginning. Our job sites are hard hat required projects and we fine our

contractors who don't comply on a per missing hard hat basis. Safety is discussed with all contractors weekly when reviewing construction activities in the three week look ahead schedule. Specific project tasks are talked about in depth to plan for having the proper safety equipment on-site before it is needed. Each morning our on-site superintendent will reinforce the safety mechanisms needed for the day especially when overhead work or work at heights is occurring.

All OSHA safety apparatuses and guidelines are required to be used and followed on Puetz Design+Build job sites. All community and school based safety requirements will be followed by all employees and contractors on site.

Quality: Puetz Design+Build, as Construction Manager at Risk, is responsible for overseeing the timely quality construction of all the qualified contractors involved with the construction project based upon the stamped plans and specifications.

A Puetz Design+Build superintendent is on the job daily when work is being performed making sure contractors are performing at a rate that assures expected completion dates, aligning to the project schedule, and always meeting or exceeding the highest quality standards.

Pre-installation meetings between the on-site superintendent and the contractor prior to construction work occurring with a particular trade help to prevent problems before they become an issue. These

meetings also confirm the quality standards that Puetz Design+Build demands and the owner expects.

Puetz Design+Build's quality control process is one that maintains your budget and construction schedule, while keeping a constant eye on the quality our clients deserve.

A huge part of our quality assurance is keeping a positive team focus. Puetz Design+Build is committed to a positive working environment from the very first day of the pre-construction phase of the project, to the final project completion.

At Puetz Design+Build we truly live our values and that is to treat everyone with fairness, decency and respect. Most important to accomplishing the

values that we live by is communicating in a high quality way. The greatest teams have the greatest communication. We communicate in person, but we also do our best to document communication in all forms and distribute to all members of the team in order to keep the team working together.

We ultimately are working to make this project the best project for the client, and the only way to do that is by communicating well as a team with the client. The following pages include some specific techniques that help ensure quality communication and construction.





Post-Installation Meetings give our superintendents the tool to review a contractor's final work before the contractor leaves the job site for an extended period of time. These meetings are scheduled into the three-week look-ahead schedule so all contractors are aware of these meetings and understand their work will be inspected during installation, but also all the detailed information discussed in the pre-installation meetings and within the plans and specifications are met before the contractor leaves the job site for an extended period of time.

Puetz Design+Build's Rolling Punch The rolling punch list documents issues as they happen so prior to a contractor

leaving the job site they must fix any poor quality or improper construction that has occurred. This process reduces the number of items to address on the final punch list expediting owner occupancy and final project completion.

Warranty / Quality Control Manager: By having a manager specifically designated to assist with quality control and responsible for warranty work, clients receive faster responses and corrective action on issues that arise in the building after substantial completion. If there is an issue that is due to the improper construction of the project, no matter which contractor was responsible for the original construction, our warranty /

quality control manager will track down solutions, contractors, materials and determine the time lines to correct the issue at hand.

Our warranty / quality control manager attends contractor pre-installation meetings on critical material and system installations as well as the final building punch list walk through and owner training to ensure quality. This allows the client to get to know our warranty manager and it allows the warranty manager to be very familiar with the project.

EXAMPLE OF HANDLING PROJECT CONSTRAINTS

DWU Dakota Hall: In the second week of October 2017, Theresa Kriese, vice president of DWU brought forth a major challenge to design, manage, and construct a 114 bed residence hall in nine and a half months or by August 4th, 2018. At that time a needs assessment had not been completed and the site had not been determined. Below are a few examples of the challenges and the innovative ideas that solved those challenges.

Design and Construction Time Frames: For a project like this, you would typically figure 4 to 6 months in construction documents not to mention the entire design and bidding process. A reasonable time frame for construction would be 8 to 9 months. Puetz Design+Build overcame the design time issues by having two people work in the same model, a separate person writing specifications and multiple others working on construction details and system selection. These individuals worked side by side with project managers and operations staff, purchasing agents and superintendents to make sure that their selections could be ordered, shipped and constructed in the required time frames.

Construction started in January: With a critical path schedule drawn up almost immediately after programing and initial schematic designs were agreed to, it was determined that two bid phases were required. The first bid phase would be for site and footings / foundations, The second bid phase would be for the remainder. By early November the first schematic designs had been created, adjusted and the site was selected. The site was then blanketed. Site fence was erected and a site mobilization plan was created by our operations staff.

By the first week of January, the first phase bids were in and site mobilization started the second week of January. With the second phase bids expected the third week of January, it was critical that bids came in where the estimate was showing. Prior to plans going out for the second phase of bidding it was determined that there was a bust in the estimate. The bust was coming from the exterior material selection of Brick, EIFs and Nichiha Panels. Other options had to be considered. After the Puetz Team including architecture, management and operations staff came together to discuss options, a decision to bring the James Hardie board representative in was determined. After a number of meetings, it was agreed to by the client to get rid of the EIFs and Nichiha panels and go with the metal look James Hardie Board panels in two different colors. The change minimized the number of contractors working on the exterior of the building and shortened the project duration which decreased the cost of material, labor, and general conditions. This team based creative thinking enabled the project to be completed on budget, and on time for early student move in.

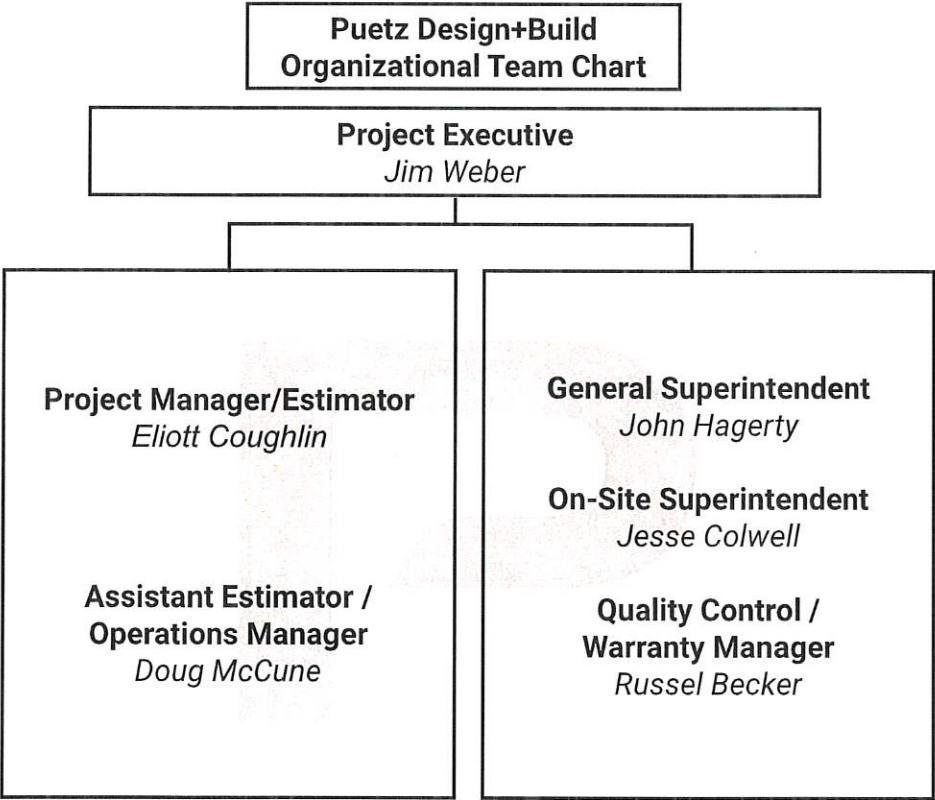


RESOURCES AVAILABLE: PROJECT TEAM



HURON SCHOOL DISTRICT 2-2

MULTI-BUILDING ADDITION & RENOVATION





JIM WEBER, PARTNER & PROJECT EXECUTIVE

Jim started working at Puetz Design+Build in September of 1995. He came to Puetz Design+Build with several years experience in the construction industry specifically in purchasing and resource management. Jim's role for the first 22 years with Puetz Design+Build included material purchasing manager and also field operations manager where he oversaw Puetz Design+Build's on-site superintendents, project schedules, subcontractors, job site materials, and field employees for Puetz Design+Build's building projects. Jim's current role as Business Development Manager and partner of Puetz Design+Build will see him bringing 25 years of experience to the client for the entire design, management, and construction process.



QUALIFICATIONS

South Dakota State University
Bachelors of Business & Economics

RESPONSIBILITIES

Contract review, Pre-construction coordination, note taker, pre-construction schedule, overall responsibility holder for timeliness, quality, and safety of the project.

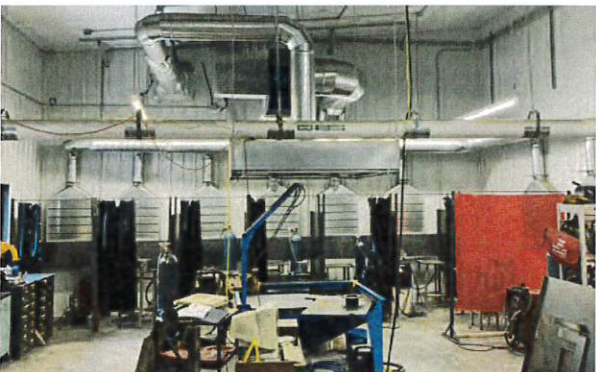


PROFESSIONAL REFERENCES

Jim Bridge, Hanson Supt. 605-239-4387 / Kelly Glodt, Pierre Supt. 605-773-7300 / Jason Bailey, Bridgewater Emery Supt. 605-999-7228

PROJECTS

- Wagner School Track, Field, and Locker
Wagner, SD
- Bridgewater Emery School Addition/
Football Stadium, Field & Track
Bridgewater & Emery, SD
- Hanson School Additions & Renovations,
Alexandria, SD
- Parkston School Track, Field, and
Grandstand, Parkston, SD
- Andes Central High School Lake Andes, SD
- Kennedy Elementary School
Pierre School District, Pierre, SD
- Ethan School Addition & Renovation Ethan, SD
- Wolsey Wessington School Additions
& Renovations, Wolsey, SD
- Parkston Wrestling Room / Multipurpose
Gym, Parkston, SD





ELLIOTT COUGHLIN, PROJECT MANAGER / ASSISTANT ESTIMATOR

Elliott joined Puetz Design + Build in 2016 after graduating with his construction management degree. Elliott started as an assistant superintendent and progressed quickly into the superintendent role with great success. In 2019, Elliott was promoted to the project manager/estimator role. Examples of projects Elliott has been either the superintendent or the project manager for include Chamberlain Elementary School, TriValley Elementary School in Crooks, Wagner School Theatre Renovation, East River Electric Cooperative Service Center in Madison, Hughes County Abstract Office in Pierre and the Iverson Chrysler & Ford Dealership in Huron, South Dakota.



Rendering by CMBA Architects



QUALIFICATIONS

South Dakota State University,
Brookings, SD
Bachelor of Science, Construction Management,
Minor in Business Management

CERTIFICATIONS

OSHA 30 HOUR

RESPONSIBILITIES

Estimating and project management for the duration of the project. Collection of all market based costs from sub consultants. Collection and tracking of value analysis options and alternate options. Creation and tracking of any change order procedures, review of shop drawings, critical path schedule, and weekly schedules.

PROFESSIONAL REFERENCES

Justin Zajic, Superintendent of Chamberlain School District, 605-234-4477; Lory DuFrain, Wagner Business Manager, 605-384-3677; Karen Ward, Hughes County Abstract Manager, 605-224-4244

PROJECTS

- Chamberlain Elementary School
Chamberlain, SD
- TriValley Elementary School
Crooks, SD
- Wagner School Theatre Renovation
Wagner, SD
- Wolsey Wessington School District
Gymnasium Addition, Wolsey, SD
- Iverson Chrysler & Ford Dealership
Huron, SD
- Huron Arena Handrail Renovation
Huron, SD



DOUG McCUNE, PARTNER & OPERATIONS MANAGER

Doug has over 23 years of experience in the construction industry quickly working his way up from project laborer to now operations manager. Doug previously worked for Gill Haugan and Henry Carlson as a foreman and superintendent on major Sioux Falls projects such as the Minnehaha County Jail, Minnehaha County Law Enforcement Center, Sanford Family Wellness Center, Marmen Energy as well as other major state projects such as being the superintendent for the USD Wellness Center. Doug will be highly involved in the creation of the critical path schedule as well as assisting the on-site superintendent with contractor oversight, quality control, and resource allocation and planning.



QUALIFICATIONS

University of South Dakota, Vermillion, SD
Bachelors of Science Double Major in
Biology & Chemistry

CERTIFICATIONS

OSHA 30 HOUR

RESPONSIBILITIES

Assist in formulating value analysis options, estimating constructibility of design, critical path schedule design with superintendents. Doug also reviews the three week look ahead schedule with superintendents, and provides superintendent support for sub contractor related communication. Man power analysis needs for both Puetz Design+Build field personnel and subcontractor personnel.

PROFESSIONAL REFERENCES

Theresa Kriese, DWU Executive Vice President,
605-995-2621 / Mark Smith SEA Engineers,
605-334-0188 / Catherine Dekkenga JLG Architect,
605-251-7547

PROJECTS

- Chamberlain Elementary School
Chamberlain, SD
- Bridgewater & Emery, SD
- Mitchell High School, Mitchell, SD
- Menno School Addition and Renovation
- Tri-Valley Elementary School, Crooks, SD
- Eureka School K-12 Addition, Eureka, SD
- Corsica / Stickney High School and Elementary
School Addition and Renovation
- Mitchell High School Performing Arts & CTE
Addition and Renovation



JOHN HAGERTY, GENERAL SUPERINTENDENT

John has over 24 years experience in the construction industry, 16 of those years with Puetz Design+Build. John was the assistant superintendent on the 48,000 square foot, 4-story, Glenda K. Corrigan Health Science Center on the campus of Dakota Wesleyan University. He works well with clients, architects, engineers, and subcontractors. Most recently John was the superintendent for the \$20 million Tri-Valley Elementary School, the \$13 million Andes Central High School/Middle School Addition, and prior to that, he was the superintendent on the Dakota Wesleyan Black Box Theatre and the DWU Sports and Wellness Center. John is extremely organized and always monitoring the scheduling to determine the three week look ahead schedule within the parameters of the critical path schedule.



QUALIFICATIONS

South East Technical College, Sioux Falls, SD
Associates Degree in Architecture
Engineering Technology

CERTIFICATIONS

OSHA 30 HOUR

RESPONSIBILITIES

Focus will be on assisting the on-site superintendent with quality, safety, scheduling contractors, weekly job site meetings, pre-installation meetings, post installation meetings, safety meetings, and much more.



PROFESSIONAL REFERENCES

Debra Lucas, Andes Central Superintendent, 605-487-7655; Louis Schoenfelder, DWU Facility Director, 605-995-2191 / Mark Smith SEA Engineers, 605-334-0188

PROJECTS

- Tri-Valley Elementary School, Crooks, SD
- Andes Central High / Middle School Lake Andes, SD
- Dakota Wesleyan University & Avera Sports & Wellness Complex, Health Sciences Center, and Black Box Theatre Mitchell, SD





JESSE COLWELL, ON-SITE SUPERINTENDENT

With Puetz Design + Build since 1997, Jesse's years of construction industry experience include working as a wall framer, carpenter and on-site superintendent. His calm, proactive attitude and outstanding construction detail knowledge allows for effective communication with owners, architects, engineers and contractors. Jesse's efficiency in construction management reap significant benefits for the client by completing projects early and managing the contingency and change process so that money is often returned to the client at the end of the job. It's an extra step our clients appreciate.



QUALIFICATIONS

Mitchell Technical College,
Mitchell, SD, Associate Degree of Applied Science
Architecture Design & Building Construction

CERTIFICATIONS

OSHA 30 HOUR

RESPONSIBILITIES

Focus will be on overseeing work at all times, monitoring quality, safety, schedules, contractors, shop drawing review, weekly job site meetings, pre-installation meetings, post installation meetings, safety meetings, field verification testing of soils, concrete, and welding. Jesse will be dedicating 100% of his time to this project during construction.



PROFESSIONAL REFERENCES

Fr. Kevin Odell, 605-421-8553, Former Priest at St. Therese Catholic Church and St. Nicholas Catholic Church and Education Facility / Charles Burke III, President of BankWest, 605-224-7391



PROJECTS

- BankWest Training Office, Mitchell, SD
- Mitchell High School: Site Work, Underground Rough Ins, and Footing, Mitchell, SD
- St. Nicholas Church Classroom Addition, Tea, SD
- St. Therese Catholic Church Gather Hall Addition Sioux Falls, SD
- BankWest North Branch Bank, Mitchell, SD



RUSS BECKER, QUALITY CONTROL / WARRANTY MANAGER

Russ joined Puetz Design+Build in 2018. Russ has over 35 years in construction and mechanical system experience. By having a manager specifically designated for follow up on warranty work, clients receive faster responses and corrective action on issues that arise in the building after substantial completion. If there is an issue that is due to the improper construction of the project, no matter which contractor was responsible for the original construction, our warranty manager will track down solutions, contractors, materials and determine the time lines to correct the issue at hand. Our warranty manager attends contractor pre-installation meetings on critical material and system installations as well as the final building punch list walk through and owner training. This allows the client to get to know this gentleman and it allows the warranty manager to be very familiar with the project.



QUALIFICATIONS

Mitchell Technical Institute, Mitchell, SD
Associates Degree of Applied Science in
Architecture Design and Building
Construction

CERTIFICATIONS

OSHA 30 HOUR



RESPONSIBILITIES

Assisting with quality control with pre and post installation meetings, rolling punch list, and final building punch list and owner training. Responsible for following up with any construction related issue during the warranty time period.

PROFESSIONAL REFERENCES

Louis Schoenfelder, DWU Facility Director, 605-995-2191 / John Sieverding, Mitchell Technical Institute Facilities Director, 605-995-7210



PROJECTS

- Tri-Valley Elementary School
Crooks, SD
- Menno School Addition & Renovation
Menno, SD
- Andes Central High/Middle School
Addition, Lake Andes, SD
- White Lake new K-12 School
- Presho & Kennebec School Additions,
Lyman County School District

STATEMENT OF FINANCIAL STRENGTH

Bonding and Insurance Agent:

Gallagher / (Liberty Mutual). Dwight Vondra & Denise Allex
6300 S. Old Village Place, Suite 200, Sioux Falls, SD 57108 (605) 336-0940

Primary Bank: Bank West / Ryan Huber, Branch President
1920 N Sanborn Blvd, Mitchell, SD 57301 (605) 995-5059



Kirsten Magsalin

Senior Contract Surety Underwriter
1250 Northland Drive, Suite 130
Mendota Heights, MN 55120
(651) 365-7493
Kirsten.Magsalin@LibertyMutual.com

September 20, 2023

Re: Puetz Design + Build Inc.
800 North Kimball Street
Mitchell, SD 57301

To Whom It May Concern,

Liberty Mutual Insurance Company is the bonding company for Puetz Design + Build Inc. We consider Puetz Design + Build Inc to be a financially sound, well-qualified contractor.

Please let this letter serve as notice that Puetz Design + Build Inc has a surety line of credit that is in good standing. Liberty Mutual has approved bond requests and provided single bonds for Puetz Design + Build Inc up to \$50,000,000, with aggregate backlogs exceeding \$105,000,000. We are prepared to entertain projects of this size and larger depending on the underwriting circumstances at the time of the request. Liberty Mutual reserves the right to perform normal underwriting at the time of any bond request including, but not limited to, a review of contract documents, bond forms, project financing, and any other pertinent underwriting documents.

This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Puetz Design + Build Inc and Liberty Mutual Insurance Company. We assume no liability to you or to any third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is licensed to transact business in all states and many international jurisdictions. Liberty Mutual has a rating of "A" and a financial size category of "XV" in the A.M. Best's Insurance Guide. If you have any questions related to the information expressed in this letter or need further information, please call me at (651) 365-7493.

Sincerely,

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

Kirsten Magsalin
Liberty Mutual Surety

FAMILIARITY OF PROJECT AND PROJECT SITE



High School Addition and Renovation



Middle School Reroof



CTE HVAC Renovation

With our Mitchell office proximity to the site, our quality relationships with local contractors and suppliers, and our draw of other subcontractors from around the state and region, Puetz Design+Build can save the Huron School District time and resources in meeting the desired design and construction goals for each building being improved.

Within the last few years alone we have either completed or are in progress with similar projects in Martin, Menno, Presho, Kennebec, Corsica, Stickney, Lake Andes, Chamberlain, Bridgewater-Emery, Tri-Valley, Mitchell, and Dakota Wesleyan University.

Puetz Design+Build has significant design, management and construction experience working in Huron including a hand rail renovation project in the Huron Arena, multiple commercial remodel and addition projects for Premier Bank in the Huron

Mall, and as the construction manager for the Iverson Auto dealership.

With project team members living within 45 minutes from the high school, Puetz has a high level of familiarity and connectedness to the school district. Our team's close proximity to the site will ensure building quality, timeliness of construction schedules, and supervision of the build whenever work is occurring. No construction occurs without supervision, so having a superintendent who lives within 45 minutes of the school ensures consistent oversight whenever work is being performed.

A Locally Built Reputation:

Puetz Design+Build has had a consistent presence in the city of Huron providing architecture, construction management, and construction services. Dating back to the 1970's and sometimes before, Puetz has been building banks, retail facilities,

health clinics, churches, schools, and much more.

We owe a great debt of gratitude to the community of Huron, making our commitment to the school project even greater. With crews available in Pierre, Mitchell, and Sioux Falls, our team has the capacity to self-perform work ensuring bids on critical portions of the project. This is critically important as contractors are busy and getting bids in every division isn't always guaranteed in the current bidding environment.

Puetz has the ability to self-perform precast concrete, steel erection, rough and finish carpentry, specialties installation, and general construction package work. With over 70 years of experience and financial strength, we will stand with you if issues arise. We are committed to your goals and dreams and Puetz Design+Build will add the greatest value as your construction manager partner.

WHY SELECT PUETZ DESIGN + BUILD

What do we do better than our competition...

- **We Listen**.....To you the client and to your needs and wants
- **We Value**.....You, your staff, and students
- **We Balance**.....Your needs and wants with the budget
- **We Manage**.....A balance of beauty, budget, and functional space
- **We Guarantee**.....Your project for any defects in construction
- **We Are Close By**.....And we take great pride in our work because we know how impactful this project will be for your community.

With 20+ years of construction management experience and 70+ years of construction experience, we have the most qualified, innovative, and organized team to be the best construction manager for the Huron High School Addition and Remodel project.

Thank you for your consideration and the opportunity to work with the Huron School District.

Sincerely,



Mark Puetz
President and CEO

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Eleventh day of March in the year Two Thousand and Twenty Four
(In words, indicate day, month and year.)

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

Huron School District
150 5th St. SW
Huron, SD 57350

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

JLG Architects
230 S. Main Ave.
Sioux Falls, SD 57104

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

21392.09 Huron School District – CTE Addition

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 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	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

11,000-12,000 s.f. CTE addition on the west side of existing high school building.

It is JLG's understanding that the school will be hiring a CMaR to work with the design team and the school on this project once it progresses past the predesign phase.

§ 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.)

11,000-12,000 s.f. addition on the west side of existing high school building. New labs spaces to include

(1) Orchestra, (2) AG/woodworking, (3) Diesel Engine, and (4) Machine Tool. School would like to look at an economical structural solution - structural steel or precast concrete building envelope - do not want a masonry solution. 3-4 existing spaces in the existing school to be remodeled.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

Total project cost - \$6,000,000

Total Construction Cost - \$5,550,000

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

.1 Design phase milestone dates, if any:

Pre-design plan and rough estimate of probable cost to the school by April 19, 2024
Schematic Design, Design Development, Construction Documents, Procurement and Construction Phase
dates TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

TBD

[] 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.

[] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect 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 Architect 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.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Kelly Christopherson
Huron School District
150 5th St. SW

Huron, SD 57350
Telephone: 605-353-6995
Email: kelly.christopherson@k12.sd.us

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

None

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

- .2 Land Surveyor:

TBD

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

TBD

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Herm Harms
JLG Architects
230 S. Main Ave.
Sioux Falls, SD 57104
Telephone: 605-271-1883

Email: hharms@jlgarchitects.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 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.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

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

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

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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

§ 3.6.7 Disclaimer of Duty to Review Supplementary Video Information

The Parties agree and understand that, during the course of the construction of the Work, the Owner, Contractor, or other Project participants may choose to, at their own expense and initiative, make use of supplemental video imagery and information sourced from devices such as project webcams, Unmanned Aerial Vehicles, including but not limited to drones, and/or other videography equipment, in order to obtain visual information and documentation regarding the state of the progress and/or quality of the Work (collectively "Supplementary Video Information"). Notwithstanding the foregoing, the Parties expressly agree and acknowledge the following:

1. Since Supplementary Video Information encompasses only certain limited visual information and provides neither complete nor comprehensive visual information/measurements/dimensions, nor any tactile, auditory, or olfactory feedback whatsoever, such Supplementary Video Information shall not be used as a substitute for or required supplement to Architect's Construction Phase services, herein, but rather may, to the extent provided and made available to Architect in a reasonably timely, legible, and complete fashion, supplement the other data and information obtained by Architect pursuant to Architect's Construction Phase Services, herein.

2. Architect shall have no obligation to conduct a comprehensive or continuous review of any Supplementary Video Information, but rather may, at its sole discretion, choose to review such Supplementary Video Information, or any portion thereof, in connection with the performance of its Construction Phase Services on the Project.

3. Architect's receipt of any Supplementary Video Information shall not in any way change the provisions of the Construction Phase Services described, herein, to the effect that Architect's observation of the Work shall be limited to becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed appears to be in general conformance with the Contract Documents based upon the Architect's site visits of the Project during construction pursuant to this Agreement, and that Architect shall not be required to make continuous or exhaustive on-site inspections of any kind with respect to the quality, quantity, or progress of the Work and, under no circumstances shall Architect have any responsibility with respect to the Contractor's construction means, methods, techniques, sequences, or procedures with respect to the Work or any portion or part thereof.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect/Owner
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

SS 4.1.1.1 Assistance with Selection of Construction Manager – Architect will assist Owner in selection of CMaR

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

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

SS 4.1.1.1 Assistance with Selection of Construction Manager – Architect will assist Owner in selection of CMaR

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

Init.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:56 ET on 03/07/2024 under Order No.4104246954 which expires on 11/13/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1632522818)

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions, (2) to modify or change the scope of the project, (3) to accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

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

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

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

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 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 Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

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

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the

Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for two (2) weeks following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon seven days' written notice to the Architect for the Owner's convenience and without cause.

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

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

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

.1 Termination Fee:

An amount equal to the average of the Architect's previous two invoices, prior to date of termination.

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

As mutually agreed

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Three Thousand (\$3,000.00) for Preliminary Design

- .2 Percentage Basis
(Insert percentage value)

(Paragraph deleted)

Seven Point Two Five (7.25) % for Future Schematic Design (SD), Design Development (DD), Construction Documents (CD), Procurement (Bid), and Construction Administration (CA) Phase Services.
3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or as mutually agreed upon in advance of services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or as mutually agreed upon in advance of services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As mutually agreed by Owner and Architect in advance of services

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<i>(Row deleted)</i>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments for phases that were 100% complete, shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

See attached Exhibit C - JLG Hourly Compensation and Reimbursable Expenses

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

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

Payments to be submitted to the following address:

JLG Architects
Attn: Accounting
323 Demers Ave 2nd Floor
Grand Forks, ND 58201

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

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

§ 11.10.2.4 Owner Agrees to receive invoices by email, which will be sent to the following individual and email address:

Full Name: Kelly Christopherson
Email Address: kelly.christopherson@k12.sd.us

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

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

☐ 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.)

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

Exhibit B: JLG Image Release

Exhibit C: JLG Hourly Compensation and Reimbursable Expenses

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

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

- See attached Signature Page-

OWNER (Signature)

Kelly Christopherson, Superintendent
(Printed name and title)

- See attached Signature Page-

ARCHITECT (Signature)

Catherine Dekkenga Principal
(Printed name, title, and license number, if required)

Init.

Signatures Page

Additions and Deletions Report for

AIA® Document B133® – 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 09:39:56 ET on 03/07/2024.

PAGE 1

AGREEMENT made as of the Eleventh day of March in the year Two Thousand and Twenty Four

...

Huron School District
150 5th St. SW
Huron, SD 57350

...

JLG Architects
230 S. Main Ave.
Sioux Falls, SD 57104

...

21392.09 Huron School District – CTE Addition

...

TBD
PAGE 2

11,000-12,000 s.f. CTE addition on the west side of existing high school building.
It is JLG's understanding that the school will be hiring a CMaR to work with the design team and the school on this project once it progresses past the predesign phase.

...

11,000-12,000 s.f. addition on the west side of existing high school building. New labs spaces to include (1) Orchestra, (2) AG/woodworking, (3) Diesel Engine, and (4) Machine Tool. School would like to look at an economical structural solution - structural steel or precast concrete building envelope - do not want a masonry solution. 3-4 existing spaces in the existing school to be remodeled.

...

Total project cost - \$6,000,000
Total Construction Cost - \$5,550,000
PAGE 3

Predesign plan and rough estimate of probable cost to the school by April 19, 2024

Schematic Design, Design Development, Construction Documents, Procurement and Construction
Phase dates TBD

...

TBD

...

TBD

...

TBD

...

TBD

...

TBD

...

TBD

...

Kelly Christopherson
Huron School District
150 5th St. SW
Huron, SD 57350
Telephone: 605-353-6995
Email: kelly.christopherson@k12.sd.us

PAGE 4

None

...

TBD

...

TBD

...

TBD

...

TBD

...

TBD

...

Herm Harms
JLG Architects
230 S. Main Ave.
Sioux Falls, SD 57104
Telephone: 605-271-1883
Email: hharms@jlgarchitects.com

PAGE 5

TBD

...

TBD

...

TBD

...

TBD

...

None

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 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.

...

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

PAGE 10

§ 3.6.2.1 The Architect shall visit the site at ~~intervals appropriate to the stage points mutually agreed upon with Owner and Contractor prior to or at the start of construction~~, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

PAGE 11

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

PAGE 12

§ 3.6.7 Disclaimer of Duty to Review Supplementary Video Information

The Parties agree and understand that, during the course of the construction of the Work, the Owner, Contractor, or other Project participants may choose to, at their own expense and initiative, make use of supplemental video imagery and information sourced from devices such as project webcams, Unmanned Aerial Vehicles, including but not limited to drones, and/or other videography equipment, in order to obtain visual information and documentation regarding the state of the progress and/or quality of the Work (collectively "Supplementary Video Information"). Notwithstanding the foregoing, the Parties expressly agree and acknowledge the following:

1. Since Supplementary Video Information encompasses only certain limited visual information and provides neither complete nor comprehensive visual information/measurements/dimensions, nor any tactile, auditory, or olfactory feedback whatsoever, such Supplementary Video Information shall not be used as a substitute for or required supplement to Architect's Construction Phase services, herein, but rather may, to the extent provided and made available to Architect in a reasonably timely, legible, and complete fashion, supplement the other data and information obtained by Architect pursuant to Architect's Construction Phase Services, herein.

2. Architect shall have no obligation to conduct a comprehensive or continuous review of any Supplementary Video Information, but rather may, at its sole discretion, choose to review such Supplementary Video Information, or any portion thereof, in connection with the performance of its Construction Phase Services on the Project.

3. Architect's receipt of any Supplementary Video Information shall not in any way change the provisions of the Construction Phase Services described, herein, to the effect that Architect's observation of the Work shall be limited to becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed appears to be in general conformance with the Contract Documents based upon the Architect's site visits of the Project during construction pursuant to this Agreement, and that Architect shall not be required to make continuous or exhaustive on-site inspections of any kind with respect to the quality, quantity, or progress of the Work and, under no circumstances shall Architect have any responsibility with respect to the Contractor's construction means, methods, techniques, sequences, or procedures with respect to the Work or any portion or part thereof.

PAGE 13

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Architect/Owner</u>
§ 4.1.1.2	Programming	<u>Not Provided</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4	Measured drawings	<u>Not Provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Not Provided</u>
§ 4.1.1.10	Landscape design	<u>Not Provided</u>
§ 4.1.1.11	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

...

SS 4.1.1.1 Assistance with Selection of Construction Manager – Architect will assist Owner in selection of CMaR
PAGE 14

SS 4.1.1.1 Assistance with Selection of Construction Manager – Architect will assist Owner in selection of CMaR
PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions, (2) to modify or change the scope of the project, (3) to accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the ~~Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, Architect.~~ Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

PAGE 18

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

PAGE 19

[X] Litigation in a court of competent jurisdiction

PAGE 20

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for two (2) weeks following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

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

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

PAGE 21

An amount equal to the average of the Architect's previous two invoices, prior to date of termination.

...

As mutually agreed

PAGE 22

Three Thousand (\$3,000.00) for Preliminary Design

...

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

~~3-Seven Point Two Five (7.25) % for Future Schematic Design (SD), Design Development (DD), Construction Documents (CD), Procurement (Bid), and Construction Administration (CA) Phase Services.~~ 3 Other

...

Hourly or as mutually agreed upon in advance of services

...

Hourly or as mutually agreed upon in advance of services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

...

As mutually agreed by Owner and Architect in advance of services

PAGE 23

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments for phases that were 100% complete, shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

See attached Exhibit C - JLG Hourly Compensation and Reimbursable Expenses

PAGE 24

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

N/A

...

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % Monthly

Payments to be submitted to the following address:

JLG Architects

Attn: Accounting

323 Demers Ave 2nd Floor

Grand Forks, ND 58201

...

§ 11.10.2.4 Owner Agrees to receive invoices by email, which will be sent to the following individual and email address:

Full Name: Kelly Christopherson

Email Address: kelly.christopherson@k12.sd.us

...

None

PAGE 25

N/A

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit B: JLG Image Release

Exhibit C: JLG Hourly Compensation and Reimbursable Expenses

...

Kelly Christopherson, Superintendent

Catherine Dekkenga, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Catherine Dekkenga, 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 09:39:56 ET on 03/07/2024 under Order No. 4104246954 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A



PROPOSAL

JLG 21392.09 Huron School District - CTE Addition

RE: Proposal

February 27, 2024

Dear Kelly:

To: CC:



Kelly Christopherson
Huron School District

Thank you for considering JLG Architects for this opportunity. Based on the information provided, we have developed the following scope of work and rough order of magnitude compensation budget number. Please note that when the project becomes a reality, we are open to aligning compensation with the actual scope of the work.

PROJECT DESCRIPTION

11,000-12,000 square foot CTE Addition to the existing high school and remodeling of 4-5 existing spaces.

PROJECT TEAM

OWNER: Huron School District

ARCHITECT: JLG Architects

CONSULTANTS: To Be Determined in Consultation with the Client, this proposal assumes Civil, Structural, Mechanical, Electrical and Plumbing Engineering services

PROGRAM

New Lab Spaces for Orchestra, AG/woodworking, Diesel Engine, & Machine Tool. Remodel of existing FACS, Orchestra, Counselor Suite, Welding Ventilation, & Computer Lab

BUDGET

Construction Cost - \$5,550,000/ Total Project Cost - \$6,000,000 (does not include CMaR fees)

SCOPE OF WORK

As defined by Phase below.

Predesign

Preliminary design consisting of a floor/site plan and a preliminary estimate of probable cost to be used for a grant application.

Schematic Design through Construction Phase

Standard scope of Architect's Basic Services as described in AIA B101 (traditional delivery method) or AIA B103 (CMAR) – Agreement Between Owner and Architect. Basic services shall include structural, civil, mechanical, plumbing, and electrical engineering services, and any other requested consultants (lighting, acoustic, commissioning, etc.) shall be considered a supplemental service.

OWNER RESPONSIBILITIES

Provide necessary information promptly, including, but not limited to:

- Site Control and as-built drawings of the existing facility
- Project delivery determination
- Site Survey – to provide information necessary to complete the project.
- Soil Engineering and Remediation if required.
- Design feedback and direction.
- Sign-off at each phase of work.

- And as described in the Agreement Between the Owner and Architect

SCHEDULE

- To be determined with the client prior to the finalized actual project proposal.

COMPENSATION ESTIMATE

- Predesign phase services:
\$3000 - preliminary floor plan and rough estimated probable construction cost for use in a grant application. One (1) Site visit to verify existing conditions included.
- Schematic Design through Construction phase services:
7.25% of the construction cost - Compensation for Architectural, Civil, Structural, Mechanical, Electrical, and Plumbing Engineering services for Schematic Design - Construction Administration phases

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel (per the number of meetings noted above) by JLG Architects to the site or the Owner's office (in Sioux Falls) is included in the fixed compensation amount; any travel costs will not be incurred without the Owner's prior approval. If the Owner requests JLG to provide printing of promotional materials or other similar project-related expenses, JLG will invoice the Owner at direct cost plus 10%.

END OF PROPOSAL EXHIBIT

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Herm Harms". The signature is fluid and cursive, with the first name "Herm" and last name "Harms" clearly distinguishable.

Herm Harms
Senior Project Manager, JLG Architects

EXHIBIT B



JLG IMAGERY RELEASE POLICY

All JLG Architects Instruments of Service, including photographic, 3-D, and line drawings images created (using any medium, including but not limited to models) during the course of JLG Project Number **[Project Number]**, named "**[Project Name]**" and related are owned and protected as the sole property of JLG Architects.

Any use or expression of these images or objects, including a modification or interpretation of a JLG Architects work product and including but not limited to:

- Printing for any commercial or noncommercial use;
- Distributing, hosting, emailing, or redistributing electronically;
- Remote linking;
- Video recreations;
- Use in artistic recreations or any collage-based art;
- Models, either in full or in part;

is not permitted without express consent by a Principal of JLG Architects. Credit must be given to the Architect via placement of the JLG Logo or the name "JLG Architects" in any printed, online, or other use of any images, models or other expressions (including but not limited to awards, media, or other representations) for perpetuity.

A Royalty in the amount of 1% of the total Architectural Fee, or \$5,000, based on which is more, will be charged for each image use that does not meet the above specifications. Payment of this royalty **does not limit** any other rights JLG Architects has regarding use of their intellectual property.

EXHIBIT C

Schedule of Hourly Compensation (As of 1/1/2024)

\$390/hour

Principal Architect-Senior
Principal Practice Leader-Senior

\$290/hour

Principal Practice Leader

\$265/hour

Principal Architect
Principal Project Designer
Project Assistant Senior
Technical Assistant Senior

\$245/hour

Construction Services-Senior
Practice Studio Specialist-Senior
Project Architect-Senior
Project Designer-Senior
Project Manager-Senior

\$190/hour

Construction Services III
Interior Designer-Senior
Project Architect II
Project Assistant III
Project Designer III
Project Manager II
Studio Architect II
Technical Assistant III

\$160/hour

Construction Services II
Interior Designer III
Project Architect
Project Assistant II
Project Designer II
Project Manager I
Project Technician III
Studio Architect I
Technical Assistant II

\$130/hour

Interior Designer II
Job Captain
Project Designer I
Project Technician II

\$110/hour

Construction Services I
Interior Designer I
Project Assistant I
Project Associate I
Project Associate II
Project Technician I
Technical Assistant I

\$75/hour

Student Intern

Reimbursable Expense Charges Cost Per Sheet

Standard P Size (Inches)		Standard	Glossy	Marketing Cardstock	
B & W	8.5 x 11	\$ 0.20	\$ 1.30	\$ 0.40	\$ 0.45
B & W	11 x 17	\$ 0.40	\$ 2.60	\$ 0.80	\$ 0.90
B & W	12 x 18	\$ 0.45	\$ 3.00		

Color	8.5 x 11	\$ 1.00	\$ 4.00	\$ 1.55	\$ 1.65
Color	11 x 17	\$ 2.00	\$ 8.00	\$ 3.10	\$ 3.30
Color	12 x 18	\$ 2.30	\$ 9.20	\$ 3.57	

Plotted Pri Size (Inches)		Standard	Glossy
B & W	18 x 24	\$ 1.35	\$ 5.40
B & W	15 x 31	\$ 1.45	\$ 5.80
B & W	22 x 34	\$ 2.35	\$ 9.40
B & W	24 x 36	\$ 2.70	\$ 10.80
B & W	30 x 42	\$ 3.95	\$ 15.80
B & W	34 x 44	\$ 4.70	\$ 18.80
B & W	36 x 48	\$ 5.40	\$ 21.60

Color	18 x 24	\$ 13.50	\$ 18.90
Color	15 x 31	\$ 14.50	\$ 20.30
Color	22 x 34	\$ 23.50	\$ 32.90
Color	24 x 36	\$ 27.00	\$ 37.80
Color	30 x 42	\$ 39.50	\$ 55.30
Color	34 x 44	\$ 47.00	\$ 65.80
Color	36 x 48	\$ 54.00	\$ 75.60

Mounted Gator Board

3/16" Thickness \$.045/Sq. In.

Mileage	Current Federal Rate
Photos	At Cost plus 10%
Postage/Shipping	At Cost plus 10%
Other reimbursables	At Cost plus 10%

NOTE:

This schedule is subject to adjustment by JLG Architects annually.
Does not include sales tax where applicable.