SOUTHEAST Technical College

February 03. 2025

RE: Request for Proposals:

Expansion of Ed Wood Trades Building

Enclosed is a Request for Proposal (RFP) from Southeast Technical College for architectural and engineering services related to the new facility expansion in Sioux Falls, South Dakota.

If you choose to respond, the Proposal must be received as specified under RFP Section 4.1-Selection Process Schedule and Section 5.3 Proposal Submittals.

The proposals are due by 4:00 p.m. CST on Friday- March 14, 2025.

If you have any questions regarding the RFP, please follow the process outlined in Section 5.1 of this RFP.

Sincerely,

Dr. Benjamin A. Valdez

Vice President of Academic Affairs

Enclosure

REQUEST FOR PROPOSALS (RFP)

FOR

ARCHITECTURAL/ENGINEERING SERVICES

Southeast Technical College

Ed Wood & Tech Center Expansion and Renovation

Sioux Falls, South Dakota

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REQUEST FOR PROPOSALS (RFP)

FOR

ARCHITECTURAL/ENGINEERING SERVICES

Southeast Technical College Sioux Falls, South Dakota

1.0 - INTRODUCTION

1.1 Seeking Architectural/Engineering Services:

Southeast Technical College, hereinafter called the "College," and the School Board of the Sioux Falls School District 49-5, hereinafter called the "Board," are seeking proposals from qualified, experienced consultants for Architectural/Engineering Services for the expansion and remodeling of the Ed Woods Trades & Construction building in Sioux Falls, South Dakota.

1.2 Background

The Executive summary states the following: The population of the Sioux Falls region is growing, and so is Southeast Technical College. The college has seen a ten percent increase in student enrollment in the last decade and expects another 20 percent increase in the next decade. To address these issues, the College and Board sought to engage stakeholders within the community in a discussion about the College's needs to receive feedback and ultimately develop a solution.

The process began in the spring of 2023 with Southeast Tech's engagement with Senator John Thun's office on obtaining a federal appropriation to expand the Ed Wood Trades & Construction building. In addition, Sector Breakfast Information Sessions were held where community members, faculty, and staff were encouraged to participate. Following the information sessions, the college invited industry and community members to participate in a facilities task force, which met to review ideas for the expansion and growth of the academic programs. During these meetings, task force members will inquire and receive information about the city's growth, the region's economic growth, some additional construction, manufacturing, and trade program needs, along with potential solutions to address the workforce shortage within the region and state of South Dakota.

1.3 Intent:

The intent is to contract with one consulting team to perform the services outlined in this RFP for two separate projects.

1.4 Process for Selection

The College will use information obtained under this Request for Proposals (RFP) to select Architectural/Engineering Teams for the various projects. The College has determined that competitive sealed bids are not practical or advantageous due to the importance of weighing project approach, experience, qualifications, project team, project schedule, and fees.

1.5 Construction delivery method:

The expected delivery method for this Project is the standard "Design-Bid-Build" process.

2.0 - PROJECT DESCRIPTION

2.1 This RFP will provide the Architectural/Engineering Services as outlined in the College's modified AIA Document B101, 2017 Edition. The projects are located at the Ed Wood Trades & Construction Building.

Index Section 6 of this RFP identifies the project scope and budgets. A preliminary site plan and schematic design have also been included for reference. These preliminary drawings will be used as a starting point for each project. The design team will develop the final schematic design with a school committee from each of the respective departments.

Work under this proposal will include preparing all required documents, submittals, and presentations for approvals required by the College, the School Board, City Planning and Building Departments.

The Project budget for construction and site work is listed with each project's scope. The number includes all Architectural/Engineering fees.

3.0 CONTRACT INFORMATION

3.1 Period

The College anticipates awarding the contracts for the work outlined under this proposal after the review process and School Board Approval, estimated around **April 15, 2025.**

Each project time frame is identified in the "Project Schedules" Index Section 5 in this RFP.

The Owner and Architectural/Engineering Team will ultimately determine the final project schedule.

3.2 Assignments

The Proposer (Firm) selected will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected firm utilizes separate consultants. The selected firm shall be the sole point of contact concerning contractual matters. The Contract to be awarded shall be transferred, subcontracted, or consultants modified with prior written approval of the Sioux Falls School District.

3.3 Contracts

The Contract required for this Project will be a District modified, AIA Document B101, 2017 Edition. See Index Sections 3 and 4, in this RFP for a copy of the AIA Document B101 and modification document. The Contract outlines the Consultant's responsibilities and scope of services relating to this RFP. Further modifications will not be added to the District's modified version unless both parties sign an amendment.

4.0 - SELECTION SCHEDULE

4.1 Selection Process Schedule

SELECTION PROCESS SCHEDULE						
Schedule Activities	Dates					
RFP distributed to Proposers	February 03, 2025					
Deadline for RFP Questions	4:00pm CST, February 24, 2025					
Post/Issue/Question Responses to RFP on Southeast Tech website www.southeasttech.edu	Friday- February 28, 2025					
RFP Proposals Due	4:00pm CST, Friday- March 14, 2025					
Proposal evaluations	March/April 2025					
Selected Teams, Oral presentation/interviews*	April 2025					
Award Owner/Architect Agreements	Wednesday- May 07, 2025					

4.2 *Oral Presentations/Interviews

An evaluation team will select the group of the most qualified Architectural/Engineering Teams to be recommended for each of the projects. If further information is needed, an oral presentation/interview process may be used. If oral presentations are needed, they shall consist of an oral review of the proposal as presented by the respondents of the consulting team and an interview process with an evaluating panel.

5.0 - SELECTION PROCESS

5.1 Clarifications and Questions Regarding this RFP

All communications regarding this RFP, including requests for information or clarification of the intent or content of this RFP, must be received in writing or by e-mail by the Colleges' Representative, shown below, no later than the date set for submitting questions stated in the Selection Process Schedule (RFP 4.1). Only the College's Representative, as identified below, can answer questions about this RFP. Information verbally obtained from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur. Written addenda to all pertinent questions will be provided on the College's website, www.southeasttech.edu, on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. Failure of the Proposer to receive any addenda shall not relieve the Proposer from any obligation therein. Proposers are advised to inquire about additional addendum items before submitting their Proposal.

Direct all questions regarding this RFP to the Boards representative named below.

5.2 Boards' Representative

Managing Office for the Architectural/Engineering Selection Process is:

Name: Benjamin A Valdez

Vice President of Academic Affairs, Southeast Technical College

Address: 2320 N. Career Avenue, Sioux Falls, SD 57107

Telephone: 605-367-5865

E-Mail: benjamin.valdez@southeasttech.edu

5.3 Proposal Submittals

The Board will accept Proposals no later than the time and date indicated in the Selection Process Schedule (RFP 4.1). Proposers must submit ten (10) complete sets of the Proposal.

An authorized representative of the submitting firm must sign the proposal. The Proposal must be submitted in writing and enclosed in a sealed package with the following clearly marked on the outside:

"Proposer's Firm Name"

"Architectural/Engineering Proposal – Various CIP School Projects"

5.4 Delivery of Proposals

Proposals must be delivered to the address below at or before the time and date set in the Selection Process Schedule, (RFP 4.1).

Name: Benjamin A Valdez Address: 2320 N. Career Avenue

Sioux Falls, SD 57107

Telephone: 605-367-5865

5.5 Responsibility for Timely Delivery of Proposals

The Proposer is responsible for ensuring delivery to the submittal location by the specified date and time. Use of the United States Postal Service, express or overnight delivery, or any other service shall not relieve the Proposer from the requirements of meeting the specified deadline at the specified location. No FAX submissions of the proposals will be accepted. The Board shall return any unopened proposal received after the due date and time.

5.6 Modifications

Modifications or corrections to a previously submitted proposal must be addressed in the same manner as the original proposal and will only be considered if received prior to the scheduled closing time and date for proposal receipt. Oral, telephone, or FAX modifications or corrections will not be accepted.

5.7 Withdraw of Proposal

Proposals may be withdrawn at any time prior to the scheduled closing time for the receipt of proposals. Proposals may be withdrawn only by written notification on company letterhead and signed by an authorized representative of the submitting firm.

5.8 Proposer's Cost

Each Proposer acknowledges and agrees that the preparation of all materials for submittal to the College and all presentations, related costs, and travel expenses are at the Proposer's sole expense, and the College is not, under any circumstances, responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and materials submitted with their RFP shall remain the property of the College.

5.9 Evaluation and Scoring of Proposals

The initial evaluation team shall evaluate each proposal to determine its responsiveness to the College's requirements. Each evaluating team member will assign individual scores to each tab of the Proposer's Technical Proposal. The scores are then compiled, and the evaluation team will select the group of most qualified proposals to be recommended for an oral presentation/interview process.

5.10 Oral Presentations/Interviews*

An evaluation team will select the group of the most qualified Architectural/Engineering Teams to be recommended for each of the projects. An oral presentation/interview process may be used if further information is needed. If oral presentations are needed, the presentation shall consist of an oral review of the

proposal as presented by the consulting team's respondents and an interview process with an evaluating panel. The interview structure will be as follows:

Proposers will be randomly selected in time slots for oral presentations/interviews. Oral presentations/interviews will occur on the dates indicated in the Selection Process Schedule (RFP 4.1). The oral presentation and interview will be conducted at the following location:

Southeast Technical College
The HUB Building
2001 N. Career Avenue, Sioux Falls, SD 57107
Telephone: 605-367-5865

- Proposers shall receive 60 minutes to make their presentations and 15 minutes for questions and answers from the panel.
- Proposers may arrive 10 minutes before their interview time for set up of equipment and materials used for presentation purposes.
- Proposers should feel free to use any form of electronic media or otherwise to make their presentations within the allotted time.
- Proposers shall present their information as per RFP Section 7.0 of this RFP.

6.0 - TECHNICAL PROPOSAL REQUIREMENTS

6.1 Required Content of Technical Proposals

Technical Proposals shall provide the following required information. Technical Proposals shall provide a comprehensive but concise summary of qualifications and capabilities to satisfy the requirements of the RFP. Adhere to the following organization in the Proposals by providing tabs for sections listed below, as noted.

No tab required for introduction section.

0 POINTS

- Cover Letter: Provide a cover letter that references the RFP and confirms that all elements of
 the RFP have been read and understood. The cover letter shall be signed by an individual
 authorized to contractually bind the Proposer.
- Table of Contents

Tab 1 - Project Approach

50 POINTS

Provide a complete description of the services the respondent proposes to provide. It should detail the respondent's project approach and experience the team brings to the scope of the work, period of performance and the procedure to be used. Include at a minimum:

- A. Listing of construction and remodeling (Projects) in priority order respondent is interested in submitting proposals for. (1-5; with 1 being the highest priority) list as NA if not interested in project.
- B. If the respondent's team changes for each project, identify a summary of changes under this tab. Include the additional detailed information for each project change under the respective Tabs 2 through 6.
- C. A narrative for the approach the team intends to be used during each of the following Phases of Services:

1. How your Architectural/Engineering Team will participate in the design; design review; estimating; value engineering; scheduling & phasing; recommendation of alternative materials and/or methods to meet and maximize the Project budget.

Tab 2 - Proposer's Experience and Qualifications

50 POINTS

Provide a detailed profile of the company, including a number of employees, number of years in business, principal place of business, and identifications and credentials of individuals to be involved with the project. At minimum, include the following:

- A. Project Organization Provide an organization chart that defines the Project management and staffing plan key personnel -- for the Project of the Proposer and include:
 - 1. The individual team members/position within the organization that will be on the Project.
 - 2. A narrative of how the staff will function during the project and the role and responsibilities of the individuals,
- B. Personnel Experience Each Proposer shall submit résumés demonstrating the qualifications of the key personnel defined on the organization chart for this Project. Résumés shall include but not be limited to:
 - 1. Experience on Projects of similar size, scope, complexity and budget.
 - 2. Professional certifications and technical expertise.
- C. In-House Capabilities Identify engineering expertise and/or specialties within the company and describe how they may be implemented on this Project.
- D. For each individual, indicate the length of employment with the Proposer.

Tab 3 - Makeup of Consultant's Team

50 POINTS

Provide a complete list of project team members, if expertise comes from other than the proposing firm's in-house services. Provide detailed company profiles, principal place of business, and identification and credentials of individuals to be involved with the project. At minimum, include the following:

- A. Project Organization Provide an organization chart for each Consultant that defines the Project's Consultant Teams, management and staffing plan key personnel for the Project and include:
 - 1. The individual team members/position within the organization that will be on the Project.
 - 2. A narrative of how the staff will function during the project and the role and responsibilities of the individuals,
- B. Personnel Experience Each Consultant shall submit résumés demonstrating the qualifications of the key personnel defined on the organization chart for this Project. Résumés shall include but not be limited to:
 - 1. Experience on Projects of similar size, scope, complexity and budget.
 - 2. Professional certifications and technical expertise.
- For each individual, indicate the length of employment with his or her respective firms.

Tab 4 – Project Experience

50 POINTS

Provide a detailed list of related projects developed and completed by the proposer and the consultant team members. The list shall be broken out separately with each team member listing respective projects under their respective firm's name. Each project shall include:

- A. A project description in summary form showing data for each project submitted
 - 1. Project name and location.
 - 2. Principal in charge of Project.
 - 3. Brief description of the Project.
 - 4. Project Owner and Owner's representative, phone number.
 - 5. Project size (costs and square footage)
 - 6. Date of completion.

Tab 5 - Project Schedule and Plan

50 POINTS

Provide a brief description of the Proposer's and Consultant Team member's capacity to provide the services necessary to complete the project within the specified time period.

Tab 6 - Fees 50 POINTS

Provide a description of the Proposer's basis of compensation for the Basic Services outlined in the attached contract. The proposer shall also address compensation for additional services and change orders (both adds and deducts).

If the respondent's proposed fee structure varies by project, provide the fee structure for each project the respondent is submitting a proposal for.

Tab 7 – Exceptions/Clarifications

0 POINTS

Any exceptions or clarifications to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions or clarifications, the Proposer must expressly state that no exceptions or clarifications are taken.

Total Maximum Technical Points

300 TOTAL POSSIBLE POINTS

7.0 – ORAL PRESENTATIONS/INTERVIEWS (Required)

If required, the presentation should focus on the following:

A. Introduction of the proposed Design Team's key members and other essential team members for the Project, describing what qualities each proposed member brings to the team that will lend to the success of this Project.

- B. Proposers are requested to present their approach to the following: the design process and construction of the Project.
- C. Provide descriptions of similar educational projects developed and completed by the designated project team members.
- D. Describe what differentiates your Team from the other Teams. What makes your Team uniquely qualified to be our selected Architectural Engineering Team for this Project?
- E. Highlight any areas of the proposal that warrant the special attention of the evaluation team, especially projects that the team has completed together that demonstrate the ability to complete this project successfully.
- F. Project-related questions and answers from the Evaluation Panel and Design Team.

8.0 - PROJECT AWARD AND COMMENCEMENT

8.1 Additional Information

The College reserves the right to seek additional information and/or clarification from any proposer

8.2 Award

The College will review the Technical Proposals and award the Team that offers the best value to the District, with appropriate considerations given to the Teams' project approach, experience, qualifications, project team, project schedule, and fees.

The College reserves the right to negotiate a final fee proposal with the selected Proposer prior to the final contract award.

The College will inform the successful Proposer in a timely manner. The proposed Team should be prepared to commence work immediately following the execution of the Contract. In the event the contract award is unsuccessful with the first selected Proposer, the Board may choose to award the contract to the next Proposer in the ranking.

A register of proposals will be prepared to document the name and address of each Proposer and identify the successful Proposer. This register will be open for public inspection, maintained in the contract file, and given to each Proposer.

9.0 - MISCELLANEOUS

9.1 Compliance

Proposers must be in full compliance with Federal, State, District, and local laws, ordinances, rules, and regulations that affect the items covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility.

9.2 Non-Binding

This RFP and interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Board and the Proposers.

9.3 Irregularities

The College reserves the right to reject any or all proposals, cancel the Project, alter the selection process in any way, postpone the selection process for its own convenience at any time, and waive any defects in the RFP.

9.4 Rejection of Proposal

The College may reject all proposals and waive any immaterial deviation in a proposal. The Colleges' waiver of an immaterial defect shall not modify the RFP documents or excuse the Proposer from full compliance with the RFP documents if awarded the contract.

9.5 Cancellation

While the College intends to award to the successful Proposer, this solicitation does not obligate the Board to enter into an agreement. The Board reserves the right to cancel this RFP at any time in the best interest of the Board. No obligation, expressed or implied, exists on the part of the College to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFP.

END OF REQUEST FOR PROPOSAL

Southeast Technical College MODIFICATIONS TO AIA DOCUMENT B101, 2017 EDITION

October 2024

The following modifications, additions, and deletions are made to AIA Document B101, 2017 Edition, and are hereby made part of the Agreement Between Owner and Architect. Where any part of the standard form of Agreement between Owner and Architect is modified, added to, or deleted as set forth herein, the modifications, additions, or deletions shall control. The unaltered provisions of the standard form of Agreement Between Owner and Architect shall remain in effect.

Sections not completed at the time of this RFP will be finalized after the contract is awarded.

§ 1.1.5 The Owner intends the following procurement delivery method for the Project: Single Prime competitive bid process.

§ 1.1.6 The Owner's anticipated Sustainable Objectives for the project:

The Owner desires to construct to a lead-silver level where possible but will not peruse certification.

- § 1.1.6.1 Delete this paragraph.
- § 1.1.9 The Owner shall retain the following consultants and contractors:
 - .1 Geotechnical Engineer: <u>Engineer to be determined</u> Engineer will perform initial soil investigations and project recommendations.
 - .2 Civil Engineer: Engineer to be determined.

 An engineer will perform the initial topography survey work for the project.
 - .3 Other, if any: No other consultants are to be retained by the Owner.
- § 1.1.11.1 The Consultants retained under Basic Services:
 - .1 Structural Engineer: As determined by approved Design Team Proposal.
 - .2 Mechanical Engineer: As determined by approved Design Team Proposal.
 - .3 Electrical Engineer: As determined by approved Design Team Proposal.
 - .4 Civil Engineer: If any: As determined by approved Design Team Proposal.
 - .5 Design Consultant: If any: as determined by approved Design Team Proposal.
 - .6 Food Service Consultant: None anticipated.
 - .7 Theatre and/or Acoustical Consultant: None anticipated.
- § 1.1.11.2 Consultants retained under Supplemental Services: None anticipated.
- § 1.1.12 Other Initial Information on which the Agreement is based: The District will provide the current District's School Facility Standards and specific project 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 Delete this paragraph.
- § 1.4 This Agreement shall be governed by the law of the State of South Dakota.
- § 2.5 The Architect shall maintain at no cost to the District 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.
- § 2.5.1 Commercial General Liability with policy limits of not less than (\$1,000,000) for each occurrence (\$2,000,000) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than (\$1,000,000) per claim and (\$1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.5.1 and 2.5.2.
- § 2.5.4 Workers' compensation that meets or exceed at statutory limits.
- **§ 2.5.5** Employers' Liability with policy limits not less than (\$) each accident, (\$) each accident, (\$) each accident,
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$1,000,0000) per claim and (\$2,000,000) in aggregate.
- § 2.5.7 Additional Insurance 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 additional insured for claims caused in whole or in part by the Architect's negligent acts of 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.

With respect to any of the insurance policies provided by the Architect pursuant to this Agreement which are "claims made" policies, in the event at any time any such policies are canceled, limits invaded or not renewed, the Architect shall provide a substitute insurance policy with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation, limits invaded or non-renewable to fill any gaps in coverage which may exist due to the cancellation or non-renewable of the prior "claims made" policies, which are renewed, the Architect shall provide coverage retroactive to the date of commencement of work under this Agreement.

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, <u>civil</u>, mechanical, and electrical engineering services (<u>including telecommunications/data design</u>) <u>and any other engineering services and landscape architectural services necessary to produce a reasonably complete and accurate set of Constructions Documents, except those Engineering services provided by the Owner as set forth in Paragraphs 5.4 and 5.5. Services not set forth in this Article 3 are Additional Services.</u>

- § 3.1.7 Upon request by the Owner, the Architect shall make a presentation to explain the design of the project and cost updates to representatives of the Owner at the end of the schematic, design development and construction document phases of the Project.
- § 3.1.8 It shall be the duty of the Architect through the term of this Agreement, as part of Basic Services, to make prompt written record of all meetings, conferences, discussions and decisions made between and/or among the Owner, Architect and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of Work and to provide promptly a copy of such record to Owner and/or the Contractor.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, objectives, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.5.1 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 work. The Owner may obtain other sustainable design servicers under Article 4.
- § 3.2.8 When required for the project the Architect shall provide services to investigate existing conditions of facilities or to make measured Drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work, including, but not limited to, the work required for the Architectural (including landscaping and interior design), structural, civil, mechanical, electrical, plumbing, service connected equipment, fixed equipment, fixed furnishings, site work, and the necessary general conditions of the contract. The Architect shall provide the services of professional structural, mechanical, civil, electrical and other engineers, qualified by training and experience in their respective fields, as needed, to address the requirements of the Project; shall submit a list of the names of the engineers to be employed by the Architect to the Owner, in advance, for the Owner's review and approval, which shall not be unreasonably withheld, and shall require such professional engineers to place their seal, name and signature on the Drawings and Specifications prepared by them. Said Construction Documents shall comply with current applicable laws, statutes, ordinances, codes, rules and regulations.

Approval by the Owner shall not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.6 The Architect shall include in the bidding information, plans or specifications, a requirement that the Contractor provide operation manuals and adequate training for the Owner in the operation of mechanical, electrical, energy management, heating and air conditioning systems installed by the Contractors.
- § 3.5.2.3. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

- § 3.5.3.3. If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- § 3.5.3.4 The Architect shall prepare, and the form of Agreement between the Owner and Contractor, subject to the review and approval of the Owner.
- § 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5 the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on <u>later of</u> the date the Architect issues the final Certificate for Payment <u>to all Contractors</u>, issuance of a Certificate of Compliance or submission of record drawings. The Architect's responsibility to provide Services shall include representation of the Owner's interest in initiating and pursuing warranty claims for construction undertaken pursuant to this agreement.
- § 3.6.2.1 Omit original insert the following: The Architect as a representative of the Owner, shall visit the site not less than once per week while Work is in progress, and as often as necessary and appropriate to the stage of construction to inspect the site and Work; to familiarize himself/herself with the progress and quality of the Work; and to determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and the Construction Schedule. The Architect shall conduct construction progress meetings at least bi-monthly in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The Architect shall submit to the Owner and to the Contractors a full report of each such meeting as soon after the meeting as is practical. The Architect shall use reasonable care to guard the Owner against defects and deficiencies in the Work and the Contractor's failure to carry out the Work in accordance with the Contract Documents and the Construction schedule. On the basis of his/her on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall give prompt notice to the Owner in writing of any major or material deviations from the Contract Documents in the Work. The Architect shall provide services made necessary by major defect or deficiencies in the Work of the Contract which through reasonable care should have been discovered by the Architect and promptly reported to the Owner and Contractor, but which the Architect failed to discover and/or report.
- § 3.6.2.1.1 The Architect shall provide services made necessary by major defects or deficiencies in the Work of the Contractor or their agents or employees which through reasonable care the Architect should have discovered and promptly reported to the Owner and Contractor but failed to do so. In addition, the Architect represents that he will follow the standards of the profession in performing all services under this Agreement. The Architect at no costs to the Owner shall promptly correct any defective designs or Specifications furnished by the Architect. The Owner's approval, acceptance, use of or payment for all or any part in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall promptly notify the Owner of the Architect's intent to reject such Work and shall reject non-conforming work unless the Owner stops the Architect in writing within twenty-four (24) hours of being notified. 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 such Work is fabricated, installed or completed. Where such additional inspection and testing is to be at additional cost to the Owner, such additional inspection and testing is to be required by the Architect only upon advance notice and approval by the owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees or other persons or entities performing portions of the Work.
- § 3.6.2.4 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 rendered in good

faith. The Architect's Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expresses in the Contract Documents.
- § 3.6.4.2 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and current laws, statutes, ordinances, codes, rules and regulations. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.5.1 The Architect may order minor changes in the Work with Owner's approval 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 Construction Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work. The Architect shall provide estimates of construction costs associated with all change orders and evaluate the Contractor's submitted proposal with the estimate. If the Architect determines that implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, the Architect shall estimate the additional cost and time that may be result from such change, including any additional cost attributed to a change in service of the Architect. With the Owner's approval the Architect shall incorporate the final cost modification and associated time extension into a final Change Order.
- § 3.6.5.3 The Architect shall provide services in evaluating claims submitted by the Contractor or others in connection with the Work.
- § 3.6.6.6 The Architect shall prepare or provide a set of reproducible record drawings showing the original construction documents and all significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractors to the Architect including, but not limited to, the location of water, sewer, telephone, electrical service, gas and other utility lines. The above referenced record drawings are to be submitted to the Owner on CD or flash drive and shall be compatible with Owner's current Auto-Cad software version by Auto Desk.
- § 4.1 The services listed below are not to be considered as Supplemental Services but are to be included in Basic Services 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 Architect is designated, the parties agree that the listed Supplemental Services is not being provided for the Project.

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§ 4.1.1 Programming – Not Required
§ 4.1.2 Multiple preliminary designs – Basic Services
§ 4.1.3 Measured drawings – <u>Basic Services</u>
§ 4.1.4 Existing Facility surveys—Not Required
§ 4.1.5 Site Evaluation and Planning – Basic Services
§ 4.1.6 Building Information Model management responsibility Not Required
§ 4.1.7 Building Information Models for post construction use Not Required
§ 4.1.8 Civil Engineering – <u>Basic Services</u>
§ 4.1.9 Landscape Design – Basic Services
§ 4.1.10 Architectural Interior Design (B252 2007) – Basic Services
§ 4.1.11 Value Analysis – Basic Services
§ 4.1.12 Detailed cost estimating beyond that required in Section 6.3—Not Required
§ 4.1.13 On Site project representation – Basic Services as outlined in Section 3.6.2.1
§ 4.1.14 Conformed documents for construction - Not Required
§ 4.1.15 As designed record drawings - Not Required
§ 4.1.16 As Constructed Record drawings – Basic Services
§ 4.1.17 Post occupancy evaluation —Not Required
§ 4.1.18 Facility Support Services - Not Required
§ 4.1.19 Tenant related services - Not Required
§ 4.1.20 Architect's coordination of Owner's consultants - Not Required
§ 4.1.21 Telecommunication/data design – Basic Services
§ 4.1.22 Security Evaluation and Planning – Basic Services
§ 4.1.23 Commissioning - Not Required
§ 4.1.24 Sustainable Project Services pursuant to Section 4.1.3 - Not Required
§ 4.1.25 Fast track design services - Not Required
§ 4.1.26 Multiple bid packages - Not Required
§ 4.1.27 Historic Preservation (B205 2007) Not Required
§ 4.1.28 Furniture, Furnishings and Equipment Design (B253 2007) Not Required
§ 4.1.29 Other services provided by specialty Consultants - Not Required
§ 4.1.30 Other Supplemental Services - Not Required
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- § 4.2 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. No Change in Services shall commence without prior owner approval. If however, Change in Services described is required due to circumstances within the control of the Architect, such services shall be provided as a part of Basic Services. Notwithstanding any provisions to the contrary, no compensation shall be paid to the Architect for Change in Services that became necessary as a result of the fault or negligence of the Architect or his agents or employees.
- § 4.2.1.1 Services necessitated by a <u>substantial</u> change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- § 4.2.1..4 Services necessitated to make material and substantial revisions in Drawings, Specifications or other documents after final approval has been given by the Owner when such revisions are a result by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors:
- § 4.2.1.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; Delete

- § 4.2.1.7, Preparation for, and attendance at, a public presentation, meeting or hearing; Delete, shall be part of Basic Services
- § 4.2.1.8 Preparation for and attendance at, a dispute resolution proceeding or legal proceeding, except where the Owner or Architect is party thereto;
- § 4.2.1.9, Evaluation of the qualifications of entities providing bids or proposals; Delete, shall be part of Basic Services
- § 4.2.2 Delete initial paragraph and sections 4.2.2.1 thru 4.2.2.5
- § 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 Final 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 providing those Construction Phase Services.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Architect shall not rely on the direction of any employee of the owner unless such employee has been designated by this agreement or from the Superintendent in writing. Owner shall not be financially responsible for any action taken by Architect in direction from an unauthorized person. 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.

§ 5.7 Delete paragraph

- § 5.9 <u>Unless otherwise provided in this agreement, 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.</u>
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, <u>but the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.</u>
- § 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. The Owner shall be permitted to retain and make copies, including electronic and reproducible copies, of the Architect's Drawings, Specifications and other documents for information, reference and use, in connection with the Owner's use and occupancy of the Project by others.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The additional expenses incurred by the Architect shall be mutually agreed upon by Owner and Architect.
- § 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. Should either party exercise his right of termination, the written notice shall set forth the nature of the other party's breach.

- § 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. Where the Agreement is terminated by the Owner for cause and said cause is outlined in the written notice of termination as required in Paragraph 9.4 the Architect may be held liable for those actual damages suffered by the Owner due to the Architect's failure to perform as provided in this Agreement.
- § 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, and Reimbursable Expenses incurred, and costs attributed to the Architect's termination of consultant agreements.
- § 9.7 Delete initial paragraph and sections 9.7.1 thru 9.7.2
- § 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 sections 9.7.
- § 9.10 Upon termination of this Agreement, the Architect shall perform no further services except as requested in writing by the Owner or as may be necessary to preserve the Work.
- § 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. The Architect shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other currently known toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriate qualified expert or consultant to determine the proper course of action.
- § 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «zero» percent (0%), or as otherwise stated below:
- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services <u>and shall be</u> <u>payable only if approved by the Owner in advance</u>. Reimbursable Expenses shall be for the actual <u>and include</u> 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; <u>Delete</u>
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; Delete
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, of final standard form documents; (Drawings, Specifications and addendum documents)
 - .5 Postage, handling and delivery; of final standard form documents; (Drawings, Specifications and addendum documents)
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Delete
 - .7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner; Delete
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expense 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; <u>Delete</u>

- .9 All taxes levied on professional services and on reimbursable expenses; Delete
- .10 Site office expenses; Delete
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective: and; Delete
- .12 Other similar Project related expenditures. Delete

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero» percent (0%) of the expenses incurred.

§ 11.9 Delete paragraph

§ 11.10.1 An initial payment of <u>«zero»</u> (\$ 0.00) 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 Delete paragraph

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1. The MODIFICATION TO AIA DOCUMENT, B101, and 2017 EDITION, attached hereto are made a part of this Agreement Between Owner and Architect. Where any part of the Standard Form of Agreement Between Owner and Architect, is modified, added to or deleted as set forth herein, the modifications, additions or deletions shall control. The unaltered provisions of the Standard Form of Agreement Between Owner and Architect shall remain in effect.

§ 13.2.1, AIA Document B101- 2017, Standard Form of Agreement Between Owner and Architect, with the Sioux Falls School District 49-5 MODIFICATION TO AIA DOCUMENT, B101, 2017 EDITION Document dated July 2018.

§ 13.2.2 Delete paragraph

Modify Owners signatur	e block as follow:
Owner (signature)	
(Printed name and title)	_(School Board President)
Owner (signature)	
(Printed name and title)	(Business Manager)

Capital Improvement Planning Southeast Technical College January 1, 2025

Proposed Project Schedule

	FY 26 2025-26			FY 27 2026-27				FY 28 2027-28				
	20)25		202	26			202	27		20)28
Projects	JFM AMJ JAS OND JFM		JFM	AMJ	JAS	OND	JFM	АМЈ	JAS	ONI		
1 Expansion of Ed Wood Trades & Construction Facility											 	
New Addition of HVAC/R Lab		PPP	PPP	PPB	CCC	CCC	CCC	Oct 2026			 	
New Addition of Plumbing Lab		PPP	PPP	PPB	CCC	CCC	CCC	Oct 2026			 	
New Addition of two classrooms and the Student Veterans Center		PPP	PPP	PPB	CCC	CCC	CCC	Oct 2026			 	
New Addition of administrative offices		PPP	PPP	PPB	CCC	CCC	CCC	Oct 2026			Ш	
2 Remodeling the Ed Wood Trades & Construction Facility and Tech Center Facility Expansion and Remodel of Welding Lab		PPP			PPP	BBB	CCC	CCC	CCC	CCC	July 2027	
Expansion and Remodel of Advance Manufacturing Lab		PPP			PPP	BBB	CCC	CCC	CCC	CCC	July 2027	
Remodel of Horticulture Green House		PPP			PPP	BBB	CCC	CCC	CCC	CCC	CCC	Dec 2
Remodel of interior of Ed Wood Building		PPP			PPP	BBB	CCC	CCC	CCC	CCC	CCC	Dec 2
Conversion and Remodel of Megatronics Lab to New Testing Center in the Tech Center Building		PPP			PPP	BBB			CCC	CCC	CCC	Dec 2
Remodel of interior of Tech Center Building		PPP			PPP	BBB			CCC	CCC	CCC	Dec 2
					Final	schedule v	vill be dete	ermined by	firm and	owner.		
d Summary by Voor		TYV.05			EV 26				77705			

Bid-Summary by Year

- P Planning/Construction Documents
- **B** Bidding
- **C** Construction

FY 25	
Ed Wood Expansion	

FY 26	
Ed Wood Remodel	
Tech Center Remodel	
Ed Wood Expansion	

FY27 Ed Wood Remodel Tech Center Remodel

Capital Improvement Planning

Southeast Technical College January 1, 2025

Ed Wood New Building or Addition

2000 N. Career Avenue

1 Initial Study of Project

(Building)

- a Study existing academic programs for moving to new facility and consideration of site limitations for future expansion
- b Evaluate building and site to determine location
- c Evaluate use of Tech Center building and remodel of facility

(Site)

- a Evaluate new building parking and site traffic flow
- b Future parking and facility expansion of the site to prepare for future facilities

2 Prelim new building or addition *TBD with project study

(Building)

- a Move plumbing and HVAC/R labs with storage
- b Classroom and office space and any others items identified in initial study of item #1
- c Staff and Student Restrooms and Mothers Room
- d Addition of administrative office space and STC Foundation offices and boardroom
- e Student study area
- f Storage for academic programs

Estimated Budget: \$7,000,000

31

Capital Improvement Planning

Southeast Technical College January 1, 2025

Ed Wood Remodel

2000 N. Career Avenue

1 Building renovations and addition *TBD on Ed Wood Expansion Study Identified (Building)

- a Expand the welding lab into the Testing Center and existing classrooms and review the electrical requiren *Review Electrical requirements within the welding area to ensure capacity and future expansion and upg
- b Expand advanced manufacturing into the existing HVAC/R lab with possible addition into exterior area *Construct an addition for manufacturing into the exterior HVAC/R area currently exists with the review the existing exterior area as additional lab space.
- c Expand electrical program into the existing plumbing lab
- d Replace the existing greenhouse structure to also include the plumbing and heating for the facility use in t
- e Update classrooms
- f Expand horticulture lab
- g Renovate commons area

2 Identified preventative maintenance projects

- a Updated LED lighting
- b Updated bathrooms
- c Updated painting and flooring throughout the entire facility
- d Update classrooms
- e Update transformer
- f Update HVAC system
- g Update boiler system

**Estimated Budget: \$ 9,000,000.00 **To be determined in schedule design phase.

Capital Improvement Planning

Southeast Technical College January 1, 2025

Tech Center Remodel

2205 N. Career Avenue

1 Building additions and/or renovations based on growth

(Building)

- a Remodel and renovate the existing Mechatronics lab on the west side of the building into lecture classrooms
- b Remodel and renovate the existing electronics lab in the center of the building into the new Testing Center
 - * Add private testing rooms, a large group testing center, a reception area, student storage area for personal belongs, high stakes testing area
 - * Add two offices and a storage room
- c Remodel IT area to include a three sided glass wall server rooms
- d Update student commons area
- e Add new IT faculty offices

(Site)

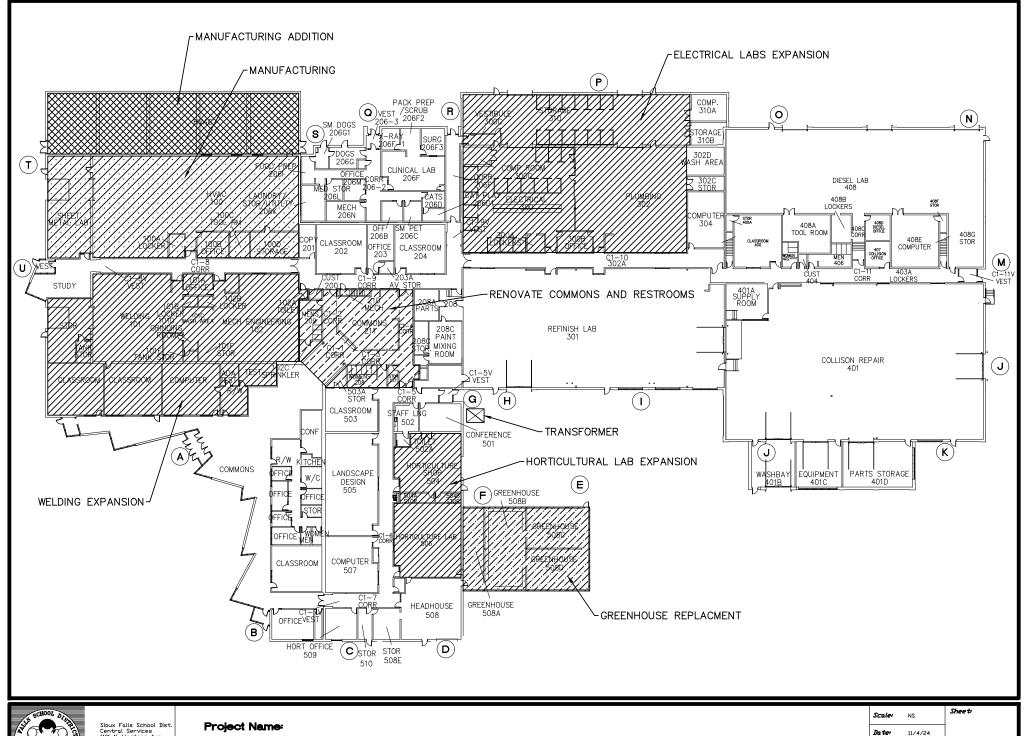
a No projects identified

2 Identified preventative maintenance projects

- a Update existing lighting to LED lighting within the building
- b Update flooring and carpet within the building
- c Update paint within the building
- d Update air condition for the IT server rooms to maintain proper temputure

**Estimated Budget: \$5,000,000

**To be determined in schedule design phase.





STC - ED WOOD BUILDING

Scaler NS

Dater 11/4/24

Dwg. Mo. EVD RFP 24

Revised: -

