

STATE OF SOUTH DAKOTA  
CONSTRUCTION CONTRACT

BETWEEN:

House of Glass, Inc  
Attn: Aaron Rempher  
2 North State St - PO Box 228  
Aberdeen, SD 57402-0228

DEPT OF MILITARY & VETERAN'S AFFAIRS  
Construction & Facilities Management Office  
2823 West Main Street  
Rapid City, SD 57702

Referred to as Contractor

Referred to as State

PROJECT: Replace Doors & Windows - RC - Aberdeen  
SDARNG  
Aberdeen, South Dakota  
FMO# FAB100745M

CONSTRUCTION CONTRACT

THIS CONTRACT made the 4<sup>th</sup> day of June, 2010 is made for the described services with the Contractor for the consideration state herein:

I. THE SCOPE OF THE WORK OF THE CONTRACTOR

- A. The Contractor shall provide and furnish all of the plant, labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner and ready for operation all the work as directed by the Construction and Facilities Management Office as required for the Replace Doors & Windows-RC-Aberdeen & Huron Armory, Aberdeen/Huron, South Dakota, FMO# FAB100745M for the State in strict compliance with the Contractor's Proposal dated the June 4, 2010 and any other contract documents herein mentioned which are a part of this Contract.
- B. TIME FOR COMPLETION - The work under this contract shall be commenced within ten (10) consecutive calendar days after date of issuance of a fully signed contract with the Department of Military and Veterans Affairs and shall be completed as soon as possible but no later than June 3, 2011.

II. THE RESPONSIBILITIES OF THE STATE

- A. The State shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided for therein, a Total Contract Amount of \$34,242.00.
- B. Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of the work performed is shown to create a hardship to the State or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

III. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within thirty days after the completion and subsequent acceptance of the public improvement by the State.

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Construction and Facilities Management Office or authorized representative or both shall make such inspection with representatives of the Contractors and the State, and when it is found that the work is acceptable under the Contract and the Contract is fully performed as evidenced by inspection, the Construction and Facilities Management Office and the State shall promptly approve the final voucher for payment.

The Contractor shall submit evidence satisfactory to the Construction and Facilities Management Office that all claims of unpaid payrolls, material bills and other indebtedness connected with the work have been satisfied, prior to approval of the final payment.

**IV. INDEPENDENT CONTRACTOR**

Contractor agrees that in the performance of this Contract, it and its agents, employees and consultants are acting as an independent contractor and not as employees, agents or Offices of the State of South Dakota. As such, Contractor agrees not to use state equipment, supplies, and facilities unless otherwise agreed to.

**V. AGREEMENT TERM**

The term of this Contract shall commence upon acceptance of the contractor's proposal and end upon completion of the work and final payment. The Contract may be extended for whatever term, upon mutual agreement, in writing, of the parties.

**VI. INDEMNITY**

Contractor agrees to hold harmless and indemnify the State of South Dakota, its Offices and employees from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the negligence, misconduct, error or omission of any officer, agent, consultant or employee of Contractor. This section does not require the Contractor to indemnify the State, its officers, agents or employees from claims or liability arising solely from the acts or omissions of the State, its officers, agents or employees.

**VII. INSURANCE**

Contractor agrees to maintain during the term of this Agreement, adequate workers compensation (if required), general liability and automobile liability insurance. Contractor further agrees to provide to the State, certificates of insurance for same upon request.

**VIII. AMENDMENT PROVISION**

This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended with written consent of both parties.

**IX. TERMINATION PROVISION**

This Contract may be terminated by either party upon thirty days written notice and may be terminated for cause by the State at any time with or without notice.

**X. WORK PRODUCTS**

Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings and all information contained therein provided by the Contractor in connection with its performance under this Contract shall belong to and is the property of the State and will not be used in any way without the written consent of the State.

**XI. DEFAULT PROVISION**

This Contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This Contract will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

**XII. Debarment and Suspension:**

*Note: Required when contract is funded thru Federal State Agreement and amount is in excess of \$25,000.00.* Government-Wide Debarment and Suspension (Non-procurement) Issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement provisions of Executive Order 12549 "Debarment and Suspension", is a requirement of this contract by reference and the Contractor covenants and agrees to comply with provisions thereof, including amendments to the Final Rule that may hereafter be issued.

**XIII. WARRANTY**

Neither the final certificates, nor payment, nor any provision in the contract documents, shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness.

In witness hereto the parties signify their agreement by signatures affixed below dated this 24<sup>th</sup> day of June, 2010.

**CONTRACTOR:** House of Glass, Inc  
2 North State Street PO Box 288  
Aberdeen, SD 57402-0228

By: [Signature]  
(Affix Corporate Seal if Available)

Title: Owner

Fed. Emp. Tax ID#: [Redacted]

**OWNER:**

**RECOMMENDED BY:**  
SD Department of Military and Veterans Affairs  
Construction and Facilities Management Office

[Signature: Dale L. Ludens] 6/9/2010  
DALE L. LUDENS (Date)  
Engineering Supervisor

State of South Dakota  
Department of Military and Veterans Affairs  
Signed for Col Cline  
[Signature: KPT L. Cline] 6-9-2010  
KPT L. CLINE, (Date)  
COL, GS, SDARNG  
Construction & Facilities Management Officer