

## EXHIBIT C – DRAFT CONTRACT

### SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY SANFORD UNDERGROUND RESEARCH FACILITY LEAD, SOUTH DAKOTA

#### AGREEMENT FOR CONSTRUCTION **\*\* DRAFT \*\*** SDSTA CONTRACT 2025-08 PARKING LOT AND ROADWAY CONSTRUCTION

THIS Agreement is made the #st day of MMMM YYYY, by and between **Company Name, Address, City, SD, ZIP** (the "Contractor") and the **SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**, 630 East Summit Street, Lead, SD 57754 (the "Owner").

**WITNESSETH**, that the Contractor and the Owner for the consideration stated herein agree as follows:

#### ARTICLE I CONTRACT DOCUMENTS

The following documents and any other documents incorporated in them by reference constitute the Contract Documents:

1. This Agreement for Construction
2. Request for Bid 2025-08 and accompanying specifications and drawings (Attachment A)
3. Contractor's Proposal (Exhibit K)
4. General Conditions (Exhibit D)
5. Contractor's ESH Questionnaire (Exhibit L)
6. Contractor's Payment and Performance Bond (Exhibit M)

These documents and exhibits thereto constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral.

#### ARTICLE II STATEMENT OF WORK

To the extent not otherwise provided in the Contract Documents, Contractor shall furnish and pay for all labor, tools, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other construction accessories and services required to complete the work specified in the Request for Proposal, attachments thereto, and Exhibit C to the General Conditions.

#### ARTICLE III DATE OF COMMENCEMENT AND COMPLETION, LIQUIDATED DAMAGES

- A. The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed (NTP) by the Owner and shall be completed no later than **30 days from NTP**, subject to adjustments of the contract time as provided in the Contract Documents.

**ARTICLE IV  
CONTRACT SUM**

- A. For the performance of the work specified in the Contract Documents, Owner will pay Contractor and Contractor will accept as full compensation the sum of **ZERO DOLLARS (\$00,000.00)**, subject to additions or deductions as provided in the Contract Documents.
- B. Contract Sum includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **Option XX:**
- C. Unit Prices, if any, are as follows: **None**

**ARTICLE V  
PROGRESS PAYMENTS**

The Owner shall make progress payments on a monthly basis for work accomplished in accordance with General Conditions, Article 10.

**ARTICLE VI  
ACCEPTANCE AND FINAL PAYMENT**

Final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the Owner in accordance with General Conditions Article 10.7.

**ARTICLE VII  
NOTICE**

All notices, demands and other communications required by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or e-mailed:

**If to Contractor:**

Name  
Company  
Address  
City, ST #####  
[email](#)

**If to Owner:**

Mike Headley  
Executive Director  
SD Science and Technology Authority  
630 East Summit Street  
Lead, SD 57754  
605-722-8650  
[mheadley@sanfordlab.org](mailto:mheadley@sanfordlab.org)

Timothy M. Engel  
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503 S. Pierre Street  
P.O. Box 160  
Pierre, SD 57501  
605-224-8803

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in one original counterpart the day and year above first written:

**CONTRACTOR:**    **COMPANY NAME**

By: \_\_\_\_\_  
Date  
Title: \_\_\_\_\_

**OWNER:**    **SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**

\_\_\_\_\_  
Mike Headley  
Executive Director  
Date