

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

**AGREEMENT FOR  
CONSTRUCTION SDSTA  
CONTRACT #2025-13  
4850L Ross Substation**

**THIS** Agreement is made the XX day of XXX 2025, by and between (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. General Conditions
3. Request for Proposal 2025-13 with accompanying specifications and drawings
4. Contractor's Proposal with Q&A
5. Contractor's ESH Qualification Questionnaire
6. Construction ESH Manual ([www.sanfordlab.org/esh](http://www.sanfordlab.org/esh))
7. Contractor's Payment and Performance Bond

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. In the event of any inconsistency between the Consultant's Proposal and the terms of this Contract or any other Exhibit hereto, the terms of this Contract or such other Exhibit shall govern.

**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 60 days from NTP, subject to adjustments of the contract time as provided in the Contract Documents.

- B. In the event Contractor fails to substantially complete the work within the time agreed to above, Contractor shall be liable for liquidated damages in the amount of **\$100.00 (One hundred dollars and 00/100)** per day, as more fully provided in Section 9.3.7 of the General Conditions.

#### **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 \$\$\$\$ , subject to additions or deductions as provided in the Contract Documents.
- B. The contract sum includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: None
- 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 which are required by the Contract Documents to be in writing shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or e- mailed:

##### **If to Contractor:**

##### **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  
Counsel for the SDSTA  
May, Adam, Gerdes and Thompson LLP  
503 S. Pierre Street, P.O. Box 160  
Pierre, SD 57501  
605-224-8803  
[tme@mayadam.net](mailto:tme@mayadam.net)

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: \_\_\_\_\_

(Affix Corporate Seal if Available)

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

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