

**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**  
**SERVICE CONTRACT**  
*by and between*

<b>Company</b>	<b>South Dakota Science and Technology Authority</b>
<b>Street or PO Address</b>	<b>630 East Summit Street</b>
<b>City, State Zip Code</b>	<b>Lead, SD 57754</b>
<b>Referred to as "Contractor"</b>	<b>Referred to as "SDSTA"</b>
<b>PROJECT: Yates Workdeck Sandblasting &amp; Painting</b>	
<b>Contract #2025-23</b>	

**THIS CONTRACT**, made effective the **XX**th day of **Month**, 202**X**, is made for the described services with the Contractor for the consideration stated herein:

**I. THE SCOPE OF WORK OF THE CONTRACTOR**

- A. The Contractor shall provide and furnish all of the supervision, 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 required described in the attached Scope of Work, as per request from the SDSTA in strict compliance with the Contractor's Proposal and any other Contract Documents herein mentioned which are a part of this Contract. Each request and the Contractor's Proposal in response thereto shall be referred to hereinafter as the "Work." **Contractor Representative (email)** shall be the Contractor's designated representative in all matters pertaining to this Contract.
- B. **CONTRACT DOCUMENTS:** The following documents and any other documents incorporated in them by reference constitute the Contract Documents:
1. This Contract, including:
    - Insurance Requirements attached as Exhibit A.
    - Environment, Safety and Health Requirements attached as Exhibit B.
    - Scope of Work attached as Exhibit C.
    - Contractor's Proposal attached as Exhibit D.
    - Compliance with Federal Acts attached as Exhibit E.
    - Wage Determination attached as Exhibit F.
    - Certificate of Exemption as Exhibit G.
  2. Addenda issued prior to execution of this Agreement.

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

- C. **TIME FOR COMPLETION:** The work under this Contract shall be commenced within ten (10) consecutive calendar days after date of issuance of notice to proceed by the SDSTA and shall be completed as described in the SDSTA's written request, excluding punch list items. As to each Contractor proposal, this completion date shall be referred to herein as the "Contract Time."
- D. This Contract shall terminate as of **Date**, unless otherwise terminated according to the early termination provisions of this Contract.

**II. SDSTA REPRESENTATIVE**

The SDSTA shall from time-to-time designate in writing an SDSTA Representative. The SDSTA Representative shall be responsible for providing SDSTA-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations pursuant to this Agreement. The SDSTA Representative shall also provide Contractor with prompt notice if it observes any failure on the part of the Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the work provided for in this Agreement. Unless changed in writing by the SDSTA, the SDSTA Representative is **Name (Email)**.

### III. THE RESPONSIBILITIES OF THE SDSTA

- A. For the performance of the work specified in the Contract Documents, SDSTA will pay Contractor and Contractor will accept as full compensation a sum not to exceed the amount of Contractor's proposal amount for each request for work. Nothing in this Agreement shall require the SDSTA to accept any proposal made by Contractor. In no event may the total amount paid to Contractor during the term of this Contract exceed **WRITTEN AMOUNT DOLLARS (\$XX,XXX.XX)**.
- B. Unit Prices, if any, are as follows: *Unit prices are set forth in Exhibit D.*

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the SDSTA or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

### IV. CHANGE ORDERS

- A. A Change Order is a written order to the Contractor signed by the SDSTA, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates Contractor's agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- B. The SDSTA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- C. The cost or credit to the SDSTA resulting from a change in the Work shall be determined in one or more of the following ways:
  - 1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and acceptance to the SDSTA Representative for such purposes. Such lump sum proposals shall be supported by a completely detailed analysis of the proposed change subdivided into the Work of the Contractor and/or the Work of each subcontractor(s) involved in the proposed change, as applicable.
  - 2. By unit prices stated in this Contract or subsequently agreed upon.
- D. If none of the methods set forth in this Article IV, paragraphs C1 and C2 is agreed upon, the Contractor, provided Contractor receives a written order signed by the SDSTA, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the SDSTA on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for Contractor's fee. In such case, Contractor shall keep and present, in such form as the SDSTA may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order.

### V. DIFFERING SITE CONDITIONS

- A. Contractor shall promptly, and before the conditions are disturbed, give written notice to the SDSTA and Project Manager of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. The SDSTA shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for,

performing any part of the Work under this Contract, whether or not changed as a result of changed conditions, the Contract Sum shall be adjusted as provided in Article III, provided that the Work has been ordered in writing by the SDSTA.

## **VI. DELAYS AND EXTENSIONS OF TIME**

- A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the SDSTA, or by any separate contractor employed by the SDSTA, or by changes ordered in the Work, or by labor disputes not caused by the labor practices of the Contractor, or by fire, unusual delay in transportation, severe and unusual weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond Contractor's control and not occurring due to the fault or neglect of the Contractor, any subcontractor or any other person for whose acts the Contractor is responsible, then the Contract Time shall be extended by Change Order for such reasonable time as the SDSTA shall determine.
- B. Any claim for extension of time shall be made in writing to the SDSTA not more than ten (10) days after the commencement of the delay; otherwise it shall be deemed waived. In the case of continuing delay, only one claim is necessary.
- C. Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the Work is to be performed.
- D. Contractor's right to make a claim or claims for an extension of time shall not preclude Contractor's right to make a claim for delay damages arising out of the SDSTA's significant interference, by action or inaction, with the Contractor's Work.

## **VII. CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY**

Contractor assumes responsibility for implementing and monitoring all Environment, Safety & Health (ESH) precautions and programs related to the performance of the Work, as more fully set forth in attached Exhibit B, incorporated herein by reference.

## **VIII. WORK PLAN POLICY**

- A. Contractor shall maintain a site work plan at all times. Safety and health shall be the top priority with all work plans.
- B. Contractor's work plan shall be reviewed with the SDSTA's Project Team prior to starting the Work. The Project Team shall include the Safety Liaison, Project Manager, and SDSTA's Representative. Any changes to the work plan shall be reviewed with the Project Team prior to making said change.
- C. A representative of the SDSTA's Project Team shall review the work plan daily onsite with Contractor and its agents, employees, subcontractors and subconsultants prior to starting work for the day. The review shall emphasize safety and health as the top priority.

## **IX. OWNERSHIP, USE OF DOCUMENTS, CONFIDENTIALITY OF DOCUMENTS**

- A. Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by the SDSTA, its consultants, employees, contractors and agents to the Contractor for the Contractor's performance of its obligations under this agreement are the property of the SDSTA. They are to be used only with respect to this Project and are not to be used for any other project. The Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the SDSTA, without the express written approval of the SDSTA. The SDSTA shall not unreasonably withhold such approval for dissemination of these materials as necessary to subcontractors and suppliers.

- B. All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by Contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with Contractor's performance under this Contract are confidential and the Contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the SDSTA.
- C. All documents covered by this article shall be delivered to the SDSTA's Representative at the completion of the Work. The Contractor may not retain any such documents for its own use without the express written permission of the SDSTA and any documents that are retained, with or without SDSTA permission, shall be subject to all of the requirements of this Article.
- D. Contractor shall include the requirements of this article in any contract it enters into with any consultants, subcontractors, suppliers, persons, individuals, or entities for the performance of any of the Contractor's obligations under this Contract.

## **X. PAYMENTS AND INVOICING**

- A. Progress Payments: Subject to the provisions of applicable law, the SDSTA shall make progress payments on a monthly basis for work accomplished in accordance with this Contract.
- B. Final Payment: Subject to the provisions of applicable law, final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the SDSTA within thirty (30) days after the completion and acceptance of the Work by the SDSTA.
- C. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the SDSTA's Project Representative or its authorized representative or both shall make such inspection with representatives of the Contractor and the SDSTA, and when it is found that the work is acceptable under the Contract and the Contract is fully performed as evidenced by inspection, the Project Representative shall promptly approve the voucher for payment.
- D. Contractor shall submit evidence satisfactory to the Project Representative 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.
- E. Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location. Lodging expenses will be reimbursed at FTR rates or the actual lodging cost, whichever is less; airfare shall be reimbursed at the actual cost of a coach class ticket. No additional burdens or overheads will be applied to travel expense reimbursements.
- F. **Invoicing:** Invoices or Payment Request Forms are to be addressed to the South Dakota Science and Technology Authority, 630 East Summit Street, Lead, SD, 57754, and may be submitted by email to: [AP@sanfordlab.org](mailto:AP@sanfordlab.org). If possible, invoices are to be submitted to the SDSTA on the **3rd day** of the month for work performed in the previous month. Invoices received after the 3<sup>rd</sup> day of the month will be considered to have been received the following month.

## **XI. INDEPENDENT CONTRACTOR**

Contractor agrees that in the performance of this Contract, it and its agents, employees and consultants are acting as independent contractors and not as employees, agents or officers of the SDSTA. As such, Contractor agrees not to use SDSTA equipment, supplies, and facilities unless otherwise agreed to.

## **XII. INDEMNITY**



- A. To the fullest extent permitted by law, Contractor (the "Indemnifying party") agrees to hold harmless and indemnify the Homestake Indemnified Parties, the SDSTA, the State of South Dakota, and the elected officials, directors, officers, employees, agents and representatives of SDSTA and the State of South Dakota (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the negligence, intentional acts, misconduct, error or omission of the Indemnifying Party and of any officer, agent, subcontractor of any tier, consultant or employee of the Indemnifying Party but only to the extent of the Indemnifying Party's negligence: misconduct, error or omission or the negligence, misconduct, error or omission of an officer; agent, subcontractor of any tier, consultant, or employee of the Indemnifying Party. This section does not require the Indemnifying Party to indemnify an Indemnified Party from claims or liability to the extent the claim or liability arises out of the acts or omissions of the Indemnified Party.
- B. In the event of a claim against an Indemnified Party by an employee of the Indemnifying Party or any sub-tier contractor or consultant, anyone directly or indirectly employed by the Indemnifying Party, any sub-tier contractor or consultant of the Indemnifying Party, or anyone for whose acts the Indemnifying Party may be liable, the obligation to indemnify set forth in this indemnification clause shall not be subject to any limitation on amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party or any sub-tier contractor or consultant under workers compensation acts, disability benefit acts, or other employee benefit acts.
- C. As used in this indemnification clause, the term "Homestake Indemnified Parties" means Barrick Gold Corporation ("Barrick"); Homestake Mining Company of California ("Homestake"); the affiliates of Barrick or Homestake, and the invitees, licensees, contractors, directors, officers, employees, agents, and any other person that Barrick or Homestake invites upon or authorizes to enter SURF.

### **XIII. INSURANCE**

- A. During the term of this Agreement, Contractor shall maintain in effect at all times, and provide proof of such coverage to the SDSTA, insurance as described on the attached Exhibit "A," which is incorporated herein by this reference. Contractor acknowledges that the South Dakota Science and Technology Authority, its officers, agents, employees and representatives are parties to this Contract and are therefore covered under Contractor's Blanket Endorsements.
- B. Prior to the commencement of Work, Contractor shall submit certificates of insurance policies to the Project Representative and the SDSTA for review and approval.
- C. By executing this Agreement, Contractor authorizes the SDSTA to make direct inquiry of Contractor's insurer or insurance agent concerning the status of the insurance required by this Agreement.

### **XIV. AMENDMENT PROVISION**

This Contract may only be amended with written consent of both parties or as otherwise provided in this Contract.

### **XV. TERMINATION FOR CONVENIENCE**

- A. The performance of this Contract depends upon the continued availability of appropriated funds and expenditure authority from state and federal sources. The SDSTA reserves the right to terminate this Contract in the event of a failure to obtain appropriated funds or grant expenditure authority. In this event, termination shall be made by written notice to Contractor. Termination for this reason is not a default by the SDSTA nor does it give rise to a claim against the SDSTA. In the event of termination of this Contract because of the unavailability of future funding, the SDSTA will make every effort to provide as much notice as possible to the Contractor. The SDSTA will be responsible for all work it authorizes the Contractor to perform, up to the date of Notice of Cancellation, and will cover all work in progress. In turn, the SDSTA would require the Contractor to make reasonable efforts to limit the SDSTA's liability for the work in progress.

- B. The SDSTA may terminate this Contract at any time without cause, in whole or in part, upon giving Contractor notice of such termination. Upon such termination, Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as the SDSTA elects not to purchase or to assume. Contractor shall receive as full compensation for termination and assignment the following:
1. All amounts then otherwise due under the terms of this Contract,
  2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  3. Reasonable compensation for the actual cost of demobilization incurred by Contractor as a direct result of such termination. Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, the SDSTA shall have no further obligations to Contractor of any nature.

## **XVI. TERMINATION FOR DEFAULT**

If Contractor is in default under the Contract Documents, the SDSTA may, without prejudice to any other right or remedy and upon written notice to the Contractor, terminate the Contract.

## **XVII. DISPUTES**

- A. Governing Law: The Contract shall be governed by South Dakota law.
- B. Claims for Damages: Should either party to the Contract suffer injury or damage because of any act or omission of the other party or of any of the other party's employees, agents or others for whose acts the other party is legally liable, claim shall be made in writing to such other party within 14 days after the first observance of such injury or damage.
- C. All claims, counterclaims, disputes or other matters in question between the SDSTA and the Contractor arising out of, or relating to this Contract, or the breach thereof, will be decided in the state courts of South Dakota. Contractor irrevocably and unconditionally agrees to the exclusive jurisdiction of said courts and waives any objection thereto based on the doctrine of forum nonconveniens.
- D. Contractor shall carry on the Work and maintain its progress during any dispute or litigation proceedings, and the SDSTA shall continue to make payments to the Contractor to the extent required by the Contract Documents and South Dakota law.

## **XVIII. 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 emailed, personally delivered or mailed first class, postage prepaid:

### **• If to Contractor:**

Name  
Company  
Street or PO Address  
City, State Zip Code  
Email address

### **• If to SDSTA:**

Mike Headley  
Executive Director  
630 East Summit Street  
Lead, SD 57754  
[MHeadley@sanfordlab.org](mailto:MHeadley@sanfordlab.org)

Timothy M. Engel  
Counsel for the SDSTA  
503 S. Pierre Street, P.O. Box 160  
Pierre, SD 57501  
[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.

## **XIX. MISCELLANEOUS**

- A. Documents, information and data provided to the SDSTA pursuant to the terms of this Agreement may be subject to examination and review by representatives of the Homestake Mining Company of California pursuant to the terms of the Property Donation Agreement or by representatives of federal, state or local governmental entities, including, but not limited to, the South Dakota Department of Legislative Audit. Anything elsewhere in this Agreement to the contrary notwithstanding, any such documents, information or data may become public records open to public inspection.
- B. The terms of this Agreement shall be construed and governed under the laws of the State of South Dakota. Any lawsuit arising out of or pertaining to the Agreement shall be commenced in the state courts of South Dakota. The Contractor shall not engage the services of any subcontractors without the prior express, written consent of the SDSTA. Time is of the essence in the performance of the covenants, terms and conditions of the Agreement. This Agreement constitutes the entire agreement of the parties concerning its subject matter, and supersedes any prior discussions, representations or agreements, wither oral or written. The terms of this Agreement may only be amended by a written document, executed with the same formalities as this Agreement.
- C. Any agreement entered into by the Contactor with any designer, consultant, subconsultant, contractor, subcontractor or other person to perform work in connection with this Agreement shall include the provisions and requirements of Articles III, VII, VIII, IX, XI, XII, XIII, XIX, XX, XXI, XXII and XXIII of this Agreement; provided, however, that the amount of general liability insurance required of the designer, consultant, subconsultant, contractor, subcontractor or other person shall be specified by the SDSTA in writing.
- D. Debarment or Suspension: By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and all persons associated with the Contract, including persons or corporations who have critical influence on or control over the Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- E. Service Contract Act Requirements: In accordance with the clause of the General Provisions entitled Service Contract Act of 1965, As Amended (FAR 52.222-41), the Contractor shall pay its service employees, as defined, and ensure that service employees of lower-tier subcontractors are paid, not less than the minimum monetary wages, and shall furnish to them the fringe benefits, specified in the U.S. Department of Labor Wage Determination of this Contract, attached hereto as Exhibit F and incorporated by reference.
- F. Contractor agrees to use the E-Verify System ([www.uscis.gov](http://www.uscis.gov)) to verify the employment eligibility of all employees assigned to this Contract and all new hires working in the United States, and to provide E-Verify documentation to the SDSTA within ten (10) days of execution of this Contract. If Contractor is a sole proprietorship with no employees, E-Verify is not required. Contractor further agrees to maintain an active registration, during the term of the Contract, with the System for Award Management ([www.sam.gov](http://www.sam.gov)).
- G. SDSTA is required by a Cooperative Agreement (CA) with the U.S. Department of Energy's Office of Science to control access to the facility by foreign nationals and to provide protection against any potential compromise of information, equipment or technology. In order to comply with these requirements, SDSTA has adopted a Foreign Access Policy and Foreign Access Procedure. The Contractor is responsible to ensure compliance with the Foreign Access Policy and Foreign Access Procedure. Without limiting the generality of the foregoing, before a SURF visit or assignment can occur, proof of identity and citizenship are required for all foreign national visitors to verify the foreign national's identity and authority to work (when applicable for the activities involved) in the United States. If foreign nationals will be visiting SURF in association with this contract, the Contractor must notify the SDSTA Representative in advance to ensure compliance with SDSTA's Foreign Access Policy and Foreign Access procedure, and to with any other applicable DOE and SDSTA requirements. Failure to provide appropriate documentation when required, or providing fraudulent

documentation, will result in suspension of access approval, removal from SURF, possible cancellation of future access, and possible termination of this Contract for cause. Any changes to the Foreign Access Policy, Foreign Access Procedure, or other DOE or SDSTA requirements implemented after the effective date of this Contract are hereby deemed incorporated into this Contract by reference without the need for a further writing.

## **XX. REPORTING**

Contractor agrees to report to the SDSTA any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, the SDSTA or the SDSTA's officers, agents or employees to liability. Contractor shall report any such event to the SDSTA immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the SDSTA and to make any other report provided for by Contractor's duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications.) Reporting to the SDSTA under this Article shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

## **XXI. CONFLICTS OF INTEREST**

Contractor agrees to avoid conflicts of interest, and to provide the SDSTA and the Project Representative with prompt written notification of any circumstances which may give rise to actual or apparent conflict of interest. The existence of an unresolved conflict of interest shall constitute cause to terminate this Agreement.

## **XXII. INDEMNIFICATION OF HOMESTAKE INDEMNIFIED PARTIES**

Contractor, for itself and its officers, directors, employees, agents, representatives and assigns, will and does hereby release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any person (including natural persons, corporations, limited liability companies and other entities) or property caused in whole or in part by the Contractor or its officers, directors, employees, agents, representatives, sub-contractors and sub-suppliers. For the purposes of this Agreement, the term "Homestake Indemnified Parties" means Barrick, Homestake and the Affiliates of Barrick and Homestake, and each of its and their Representatives.

## **XXIII. COMPLIANCE WITH FEDERAL REGULATIONS**

Contractor agrees that the FAR and DEAR clauses outlined in Exhibit E are hereby incorporated by reference as part of the terms and conditions of this Agreement.

**IN WITNESS HERETO**, the parties signify their agreement by signatures affixed below on the day and year above first written.

**COMPANY**

**SOUTH DAKOTA SCIENCE AND  
TECHNOLOGY AUTHORITY**

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

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

**EXHIBIT A**

**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY  
INSURANCE REQUIREMENTS**

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

**A. Minimum Insurance**

Prior to the commencement of work, the Contractor will procure and maintain the following insurance:

1. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.
2. Workers compensation insurance as required by South Dakota law.

**B. Special Provisions Applicable to All Coverages**

1. The Contractor or Project Sponsor must provide the South Dakota Science and Technology Authority 30 days' notice of cancellation/material change, reserving the right to obtain replacement coverage if Contractor does not and deducting the cost from the contract total.
2. Self-insured retentions and/or deductibles greater than \$50,000.00 must be declared and approved by the Authority.

**C. Evidence of Insurance**

Prior to commencement of work, the Contractor or Project Sponsor shall furnish the South Dakota Science and Technology Authority with certificates evidencing compliance with the insurance requirements above. The Contractor or Project Sponsor must agree to provide complete, certified copies of all required insurance policies if requested by the Authority.

**D. Acceptability of Insurers**

Insurance shall be placed with insurers acceptable to the South Dakota Science and Technology Authority.

## **EXHIBIT B**

### **ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY**



## **SAFETY AND ENVIRONMENTAL REQUIREMENTS**

### **1 GENERAL**

#### **1.1 CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY AND ENVIRONMENTAL PROTECTION**

- 1.1.1 The Contractor recognizes the importance of performing the work in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the work itself, including materials and equipment incorporated into the work or stored on-site or off-site. Contractor assumes responsibility for implementing and monitoring all Environment, Safety and Health (ESH) precautions and programs related to the performance of the work.
- 1.1.2 The Contractor and subcontractors shall comply with all legal and SDSTA-specific reporting requirements relating to ESH set forth in the contract documents. The Contractor will verbally notify of any injury, loss, damage, or accident arising from the work to Project Manager and to the SDSTA ESH Safety Representative (ESH Safety Rep), to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the project or the work. All persons injured while working at SURF will be immediately evaluated, and treated as necessary, by a medical professional before returning to work. Contractor and its subcontractors will immediately report to the Project Manager all spills of a regulated substance of one gallon or greater, and all other significant impacts to the environment (soil, water, air) in performance of the work. Contractor will also immediately notify the Project Manager of any failure to comply with state and federal environmental laws, rules, and regulations.
- 1.1.3 The Contractor's responsibility for ESH under this specification is not intended in any way to relieve subcontractors and sub-subcontractors of their own contractual and legal obligations and responsibilities.
- 1.1.4 The Contractor is responsible for screening all subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all ESH requirements of the Contract to its subcontractors, including monitoring and enforcing compliance.

#### **1.2 ESH REQUIREMENTS AND COORDINATION**

- 1.2.1 Safety and protection of the environment are of the utmost concern on this contract. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR Part 1926 (OSHA construction standard), 40 CFR (Federal environmental regulations, and Part 74 of the Administrative Rules of South Dakota (State environmental regulations), where applicable. Site specific safety requirements are defined in the SDSTA ESH Manual located at: <https://www.sanfordlab.org/esh>. Mine Safety and Health Administration (MSHA) compliance may be acceptable, where applicable.
- 1.2.2 The Contractor will address the safety requirements defined herein and in the SDSTA ESH Manual. Contractor costs associated with the implementation of the requirements

will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to SDSTA and may at the Contracting Officer's discretion be deducted from the contract amount.

- 1.2.3 The Contractor shall have a designated Safety Representative (SR), approved by SDSTA, present on the Project at all times when work is physically being performed. The SR may have other minor duties, but the position's primary role is to oversee safety of the worksite and work being performed by the Contractor, as well as that of its subcontractors. [The superintendent or qualified designee may act as the SR.] (Depending on the scope, size, or complexity of the project, a full time SR may not be required. Consult with ESH to make this determination and substitute alternate verbiage as needed.) If shift work will be utilized, the Contractor must have a SR for each shift. In the case of shift work, the Contractor will designate one SR as the lead for the project. The training requirements for the second SR are the same as the lead and are as follows:
- The SR shall have underground safety experience and training (e.g., MSHA part 48) when applicable.
  - The SR shall be certified in CPR, AED, and First Aid.
  - The SR is responsible for administering the Contractor's ESH program.
  - The SR will escort the ESH Safety Rep on a monthly ESH site visit.
  - The SR will provide training to all employees working on their behalf in regard to oil pollution prevention, solid and hazardous waste management, and storm water management, if applicable.
  - The Contractor will supply a weekly ESH report to the ESH Safety Rep, detailing any ESH related items.
- 1.2.4 The Contractor shall have at least one individual certified in CPR, AED, and First Aid onsite at all times.
- 1.2.5 The Contractor is responsible for identifying the need for Qualified and/or Competent Persons for specific tasks as defined in 29 CFR 1926.
- 1.2.6 The Contractor must have a documented Site-Specific Environment, Safety and Health Program/Plan in place and accepted by SDSTA before work will be authorized to start. This program must be consistent with the requirements in the SDSTA ESH Manual. The program will be based on the hazards inherent to the Means and Methods adopted by the Contractor and its associated work environment. The scope of work will dictate the required program elements for this contract. Program elements may include those listed on the ESH Manual of the SURF website at <https://www.sanfordlab.org/esh>.
- If the Contractor chooses to adopt one or more specific elements of the SDSTA ESH program, it must adopt that element in its entirety.
- 1.2.7 The Contractor is expected to follow a work planning and controls process that is aligned with the SDSTA. (See SURF website ESH Manual at <https://www.sanfordlab.org/esh>.) The work planning and controls process must be conducted and documented prior to the start of work in the form of a Job Hazards Analysis (JHA). A JHA, developed by the SR, approved by the Project Manager and ESH Safety Rep. The JHA will be reviewed with the individual(s) expected to perform the work prior to work starting on a specified task. The SR is expected to review all JHAs.

Copies of JHA(s) must be present at the location where work is being performed and accessible to the individuals performing the work and to SDSTA representatives.

- 1.2.8 The Contractor will conduct a daily crew work planning meeting (tailgate/toolbox talk), including, when necessary, subcontractor employees, prior to the beginning of each shift. This talk will include the plan of work for the day, a review of hazards and potential regulatory issues, inspection/removal of loose puncture hazards as part of a general daily cleanup requirement of the work area, and the review of applicable JHAs. These documented talks will be submitted to the Project Manager or uploaded to a designated electronic database at the end of each day, or by the end of the work week.
- 1.2.9 The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with SDSTA guidelines, standards, and associated regulations. The following training is required for all Contractor personnel before they start work:
- Sanford Underground Research Facility (SURF) Surface and/or Underground Orientation Training, if onsite for less than 40 hours in a 12-month period
  - Cultural Awareness video
  - Any specific equipment training (e.g.: crane operator)
  - Site specific training for environmental compliance (e.g.: spill prevention, Hazmat, storm water, etc.)
- For contractor personnel working on-site more than 40 hours in a 12-month period, the following training is required:
- General Safety Basic Training (Surface and/or Underground)
- 1.2.10 The Contractor must have an individual trained and qualified as a SURF Guide for each area that the Contractor will be working. The Guide must be onsite with the workers at all times. Refer to ESH-(1000-S)-73189 Facility Access Standard or the SURF Training Department for Contractor Guide training.
- 1.2.11 The Contractor shall provide all common Personal Protective Equipment (PPE) required for the work (hard hats, safety toe boots, safety glasses with side shields, hi-visibility clothing and required fall protection equipment including suspension trauma straps, and full body harness (ANSI A10.14 approved). All contractor personnel shall follow the ESH-(7000-S)-71493 PPE Standard and supporting documents.
- Unique PPE required for aerial lift equipment:
    - Anyone working from an aerial lift must wear a personal fall restraint system or SRL following manufacturer's recommendations.
    - Fall protection must be attached to the manufacturer's designated anchor point.
  - Unique PPE required for any underground work [\[will be provided by SDSTA for the duration of the project and\]](#) at a minimum includes:
    - W65 Self Rescuers (must be maintained according to MSHA requirements) (always required when working underground)
    - Gas Tester(s) (M40M or equivalent)
    - Cap lamps
- 1.2.12 Smoking, use of tobacco products, including vapor, alcohol, controlled substances, or weapons are not allowed within the boundaries of SURF. All property owned and operated by the SDSTA is designated as tobacco and vapor-free. This applies to all areas of the surface and the underground. The Contractor shall manage and maintain a drug

and alcohol policy that aligns with that of SDSTA written policy and procedures. The ESH department review of this document may be required.

- 1.2.13 If SDSTA perceives the Contractor has created or is exposed to an imminent danger, unacceptable risk, or a non-compliance situation, SDSTA will stop work until safe conditions are re-established. Such work stoppages will be at the expense of the Contractor and will not add time to the completion date of the contract. All personnel have the right and responsibility to authorize a stop work onsite whenever encountering an unsafe condition or act. Refer to the ESH-(2000-S)-202124 Stop Work Standard.
- 1.2.14 In the event of an incident, Contractor will notify the Project Manager and/or ESH Safety Rep immediately and never later than the end of shift on the day of incident. Contractor shall complete the ESH-(3000-F)-173324 First Report form and submit to the Project Manager or ESH Safety Rep. Contractor shall conduct an incident investigation in accordance with the SDSTA Standard. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence, and any lessons learned. SDSTA may at its discretion participate in and facilitate the incident investigation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.
- 1.2.15 The Contractor may, with SDSTA written permission, operate SURF-owned equipment. The Incidental Operator must first meet SDSTA requirements for the operation of said equipment. The Contractor shall regularly inspect, test, and calibrate as necessary all equipment, machinery, tools, or other items furnished by SDSTA that are employed in Contractor's work. Contractor shall take reasonable precautions to avoid damage to facility structures and utilities. If apparent defects are found in SDSTA-provided materials or equipment, defective equipment shall be taken out of service and Contractor shall promptly notify the Project Manager of such defect(s) in writing. Contractor provided equipment shall be inspected and maintained prior to arriving on-site and before each use. Failure of Contractor-provided equipment shall not be entitled to any compensation for downtime or delays or schedule extensions.
- 1.2.16 When working in the headframes, the Contractor will maintain six-foot distance away from an open shaft hole when the cage gate is open or have 100% tied-off (Fall Arrest) protection.
- 1.2.17 The Contractor acknowledges that periodic evacuation drills and exercises are required by SDSTA to validate the adequacy and effectiveness of the ESH-(6000-S)-185207 Emergency Management Standard. Contractor also recognizes that such drills and exercises enhance its employees' understanding of Emergency Management Standard. Contractor agrees to participate in quarterly evacuation drills, which may or may not be scheduled in advance, during the term of this contract. It is understood that Contractor will not be entitled to any additional compensation for participating in these evacuation drills or exercises.
- 1.2.18 The Contractor agrees to assess whether Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location. The ESH-(2000-S)-15209 Fatigue Management Standard regulates the impacts of fatigue for safety, health,

and productivity onsite. Refer to the SURF website ESH Manual at <https://www.sanfordlab.org/esh> for further information.

1.2.19 The Contractor shall follow use of ladders and shall meet the requirements of OSHA 1926.1053 (Subpart X) and OSHA 1910.23 (Subpart D). Prior to using a ladder, the following shall be considered:

- Alternative methods, such as platform/podium ladder, scaffolding, scissor lift, or aerial lift.
- Fall protection is required when working from a standard ladder at a height greater than four feet.
- Fall protection is required when working from the platform of a three-sided podium ladder at a height greater than six feet.

- Additional fall protection is not required when working from a four-sided podium ladder.

For further information on the ESH-(7000-S)-73415 Fall Protection and Prevention Standard,

refer to the SURF website ESH Manual at <https://www.sanfordlab.org/esh>.

1.2.20 The Contractor shall manage all waste, both solid and hazardous, as well as all obsolete, expired, or unused materials procured by the Contractor, including the cost of disposal. The Contractor shall manage and dispose of all wastes generated in compliance with all applicable state and federal laws and regulations. The Contractor shall minimize, to the extent practical, the generation and accumulation of waste during the lifespan of the project. Waste shall not be allowed to accumulate to the point of becoming a threat to the environment (air, land, water) and must not be stored on the ground for longer than a single work shift. Where large amounts of waste are anticipated, a roll off bin should be used. When a roll off bin is not used, wastes must be removed from the work site on a regular basis.

All clean-up and disposal costs associated with Contractor spills or equipment leaks of environmentally regulated substances in the performance of their work are the responsibility of the Contractor. Spills and leaks must be cleaned up immediately, and leaks must be repaired to prevent further environmental contamination.

If the Contractor will be disturbing one or more acres, it is the responsibility of the Contractor to obtain a South Dakota Stormwater Construction Permit and to comply with that permit, including the installation and maintenance of stormwater pollution controls. Stormwater flowing off the work site must be clean, with no visible sheen or solids. Any existing stormwater pollution controls that are altered during Contractor activities must be returned to full operating condition as soon as possible.

Work that results in the storage of petroleum products (55 gallons or greater in a single container) or the installation of oil-filled operational equipment with a volume of 55 gallons or greater must be reported to the Environmental Department, and secondary containment must be installed.

Visible air emissions occurring from roads, stockpiles, conveyors, etc. used during Contractor work must be controlled by the Contractor.

1.2.21 All chemicals to be used at SURF must be pre-approved by SDSTA and Safety Data Sheets (SDS) must be maintained by the Contractor and be readily available to workers on site.

- 1.2.22 Flammables (defined in 30 CFR Part §57.4460 Storage of flammable liquids underground) are not allowed underground. Flammables used on the surface are to be stored in engineered flammable cabinets or in containers with a minimum one-hour fire resistance.
- 1.2.23 Combustibles in the underground work areas shall be managed as per 30 CFR Part 57.4104 -57.4531, as applicable.
- 1.2.24 Tier 4 engines are required at SURF for underground use. Lower Tier 3 equipment may be allowed underground but only with SDSTA permission. All underground diesel equipment must be approved by SDSTA prior to usage.
- 1.2.25 SDSTA reserves the right to restrict or deny access of any Contractor employee to the work location.
- 1.2.26 The Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to the Project Manager named in the contract. Hours shall be emailed to the Project Manager no later than the 3<sup>rd</sup> day of the month for hours worked the previous month.

**EXHIBIT C**  
**SCOPE OF WORK**



**EXHIBIT D**

**CONTRACTOR'S PROPOSAL**

## **EXHIBIT E**

### **COMPLIANCE WITH FEDERAL REGULATIONS**

## **EXHIBIT E**

### **FEDERAL REQUIREMENTS**

#### **FEDERAL TERMS AND CONDITIONS**

**The Equal Opportunity Act 2000 (EOA)** prohibits any person concerned with the provision of goods, facilities, and services to the public or a section of the public from discriminating against a person who seeks to obtain those goods, facilities and services. Discrimination on the basis of race, color, national origin, sex, disability, or age is prohibited by federal civil rights laws.

#### **FA-TC-0015**

#### **FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

#### **FA-TC-0015.1-SURF**

#### **FEDERAL EXPORT CONTROL LAWS**

The recipient will comply with all Federal Export Control laws, rules, and regulations which generally regulate the export of sensitive technologies, equipment, software, and related data and services such as: the Export Administration Act and Export Administration Regulations (“EAR”); the Atomic Energy Act of 1954; the Arms Export Control Act and the International Traffic in Arms Regulations (“ITAR”); and the Trading with the Enemy Act and the Foreign Asset Control Regulations.

#### **FA-TC-0020A**

#### **NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### **FA-TC-0020B-CH**

#### **BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS**

##### **A. Definitions**

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States. Also referred to as the Buy America Requirement.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity

passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging. The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure projects. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

## B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a public infrastructure project unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

## C. Certification of Compliance

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and

construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors, or the Office of Inspector General.

#### D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non- proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above— as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The recipient may request a waiver with specific conditions that support the policies

of the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and Executive Order 14017.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from the Office of Management and Budget or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

**FA-TC-0020B-SURF**

**BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE  
PROJECTS GENERAL APPLICABILITY WAIVER**

With respect to Clause FA-TC-0020B-CH, BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS, the "De Minimis Waiver" and the "Minor Components Waiver" only of the attached "General Applicability Public Interest Waiver in Support of Operational Efficiency: Small Grants, De Minimis, and Minor Components under Build America, Buy America Provisions as Applied to Recipients of Department of Energy Federal Financial Assistance" are applicable to this award until the expiration date of the waiver, unless otherwise extended. The parameters of these waivers are described in the attached waiver document.

**FA-TC-0023**

**ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PERFORMANCE  
OF WORK AT DOE FACILITIES**

With respect to the performance of any portion of the work under this award which is performed at a DOE-owned or controlled site, the recipient agrees to comply with all State and Federal ES&H regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-Owned or controlled site, the recipient shall contact the site facility manager for information on DOE and site specific ES&H requirements.

The recipient shall apply this term to its sub-recipients and contractors.

**FA-TC-0031-CH (Modified)**

**NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)  
REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project.

**FA-TC-0058**

**INDEMNITY**

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

**FA-TC-0065**

**LOBBYING RESTRICTIONS (MARCH 2012)**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**FA-TC-0072-CH**

**PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character or discourage their freedom of speech.

## **FEDERAL TERMS AND CONDITIONS, CONT.**

**1. Equal Employment Opportunity** – Compliance is required with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients require compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - All construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of



Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**EXHIBIT F**

**DEPARTMENT OF LABOR  
WAGE DETERMINATION**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5377 Revision No.: 29 Date Of Last Revision: 07/08/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Mellette, Oglala Lakota, Perkins, Stanley, Todd, Tripp, Ziebach

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.71***
01012 - Accounting Clerk II		18.75
01013 - Accounting Clerk III		20.97
01020 - Administrative Assistant		23.80
01035 - Court Reporter		21.01
01041 - Customer Service Representative I		15.75***
01042 - Customer Service Representative II		17.19***
01043 - Customer Service Representative III		19.29
01051 - Data Entry Operator I		15.33***
01052 - Data Entry Operator II		16.73***
01060 - Dispatcher, Motor Vehicle		18.33
01070 - Document Preparation Clerk		16.73***
01090 - Duplicating Machine Operator		16.73***
01111 - General Clerk I		15.23***

01112 - General Clerk II	16.62***
01113 - General Clerk III	18.65
01120 - Housing Referral Assistant	23.41
01141 - Messenger Courier	13.63***
01191 - Order Clerk I	15.33***
01192 - Order Clerk II	16.73***
01261 - Personnel Assistant (Employment) I	18.78
01262 - Personnel Assistant (Employment) II	21.01
01263 - Personnel Assistant (Employment) III	23.41
01270 - Production Control Clerk	23.41
01290 - Rental Clerk	17.03***
01300 - Scheduler, Maintenance	18.78
01311 - Secretary I	18.78
01312 - Secretary II	21.01
01313 - Secretary III	23.41
01320 - Service Order Dispatcher	16.38***
01410 - Supply Technician	23.80
01420 - Survey Worker	18.59
01460 - Switchboard Operator/Receptionist	17.17***
01531 - Travel Clerk I	15.85***
01532 - Travel Clerk II	16.50***
01533 - Travel Clerk III	19.25
01611 - Word Processor I	16.73***
01612 - Word Processor II	18.78
01613 - Word Processor III	21.01
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.61
05010 - Automotive Electrician	21.53
05040 - Automotive Glass Installer	20.20
05070 - Automotive Worker	20.20
05110 - Mobile Equipment Servicer	17.58***
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.20
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	16.28***
05250 - Motor Vehicle Upholstery Worker	18.87
05280 - Motor Vehicle Wrecker	20.20
05310 - Painter, Automotive	21.53
05340 - Radiator Repair Specialist	20.20
05370 - Tire Repairer	17.32***
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.49***
07041 - Cook I	16.62***
07042 - Cook II	19.09
07070 - Dishwasher	12.57***
07130 - Food Service Worker	14.00***
07210 - Meat Cutter	17.25***
07260 - Waiter/Waitress	13.25***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.42
09040 - Furniture Handler	16.65***
09080 - Furniture Refinisher	25.42
09090 - Furniture Refinisher Helper	19.85
09110 - Furniture Repairer, Minor	23.02
09130 - Upholsterer	25.42
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.00***
11060 - Elevator Operator	16.29***
11090 - Gardener	18.73
11122 - Housekeeping Aide	16.29***
11150 - Janitor	16.29***
11210 - Laborer, Grounds Maintenance	14.55***
11240 - Maid or Houseman	13.63***
11260 - Pruner	13.10***

11270 - Tractor Operator	17.35***
11330 - Trail Maintenance Worker	14.55***
11360 - Window Cleaner	18.10
12000 - Health Occupations	
12010 - Ambulance Driver	19.20
12011 - Breath Alcohol Technician	21.75
12012 - Certified Occupational Therapist Assistant	29.84
12015 - Certified Physical Therapist Assistant	25.89
12020 - Dental Assistant	22.66
12025 - Dental Hygienist	39.72
12030 - EKG Technician	32.95
12035 - Electroneurodiagnostic Technologist	32.95
12040 - Emergency Medical Technician	19.20
12071 - Licensed Practical Nurse I	19.44
12072 - Licensed Practical Nurse II	21.75
12073 - Licensed Practical Nurse III	24.24
12100 - Medical Assistant	18.43
12130 - Medical Laboratory Technician	28.28
12160 - Medical Record Clerk	23.06
12190 - Medical Record Technician	25.79
12195 - Medical Transcriptionist	21.01
12210 - Nuclear Medicine Technologist	47.79
12221 - Nursing Assistant I	12.95***
12222 - Nursing Assistant II	14.58***
12223 - Nursing Assistant III	15.91***
12224 - Nursing Assistant IV	17.85
12235 - Optical Dispenser	18.06
12236 - Optical Technician	19.44
12250 - Pharmacy Technician	21.31
12280 - Phlebotomist	19.44
12305 - Radiologic Technologist	35.30
12311 - Registered Nurse I	26.48
12312 - Registered Nurse II	32.38
12313 - Registered Nurse II, Specialist	32.38
12314 - Registered Nurse III	39.17
12315 - Registered Nurse III, Anesthetist	39.17
12316 - Registered Nurse IV	46.96
12317 - Scheduler (Drug and Alcohol Testing)	26.94
12320 - Substance Abuse Treatment Counselor	25.74
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.11***
13012 - Exhibits Specialist II	19.95
13013 - Exhibits Specialist III	24.40
13041 - Illustrator I	16.11***
13042 - Illustrator II	19.95
13043 - Illustrator III	24.40
13047 - Librarian	22.10
13050 - Library Aide/Clerk	12.83***
13054 - Library Information Technology Systems Administrator	19.95
13058 - Library Technician	14.09***
13061 - Media Specialist I	14.40***
13062 - Media Specialist II	16.11***
13063 - Media Specialist III	17.95
13071 - Photographer I	14.40***
13072 - Photographer II	16.11***
13073 - Photographer III	19.95
13074 - Photographer IV	24.40
13075 - Photographer V	29.53
13090 - Technical Order Library Clerk	16.11***
13110 - Video Teleconference Technician	14.40***
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.05***
14042 - Computer Operator II	17.95
14043 - Computer Operator III	20.50

14044 - Computer Operator IV	22.24
14045 - Computer Operator V	27.05
14071 - Computer Programmer I (see 1)	21.33
14072 - Computer Programmer II (see 1)	26.41
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.05***
14160 - Personal Computer Support Technician	26.10
14170 - System Support Specialist	28.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.83
15020 - Aircrew Training Devices Instructor (Rated)	39.72
15030 - Air Crew Training Devices Instructor (Pilot)	47.61
15050 - Computer Based Training Specialist / Instructor	32.83
15060 - Educational Technologist	31.16
15070 - Flight Instructor (Pilot)	47.61
15080 - Graphic Artist	18.88
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.61
15086 - Maintenance Test Pilot, Rotary Wing	47.61
15088 - Non-Maintenance Test/Co-Pilot	47.61
15090 - Technical Instructor	23.60
15095 - Technical Instructor/Course Developer	28.86
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.02***
16030 - Counter Attendant	13.02***
16040 - Dry Cleaner	14.87***
16070 - Finisher, Flatwork, Machine	13.02***
16090 - Presser, Hand	13.02***
16110 - Presser, Machine, Drycleaning	13.02***
16130 - Presser, Machine, Shirts	13.02***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.02***
16190 - Sewing Machine Operator	15.49***
16220 - Tailor	16.10***
16250 - Washer, Machine	13.64***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.75
19040 - Tool And Die Maker	33.19
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.33
21030 - Material Coordinator	24.73
21040 - Material Expediter	24.73
21050 - Material Handling Laborer	15.77***
21071 - Order Filler	15.11***
21080 - Production Line Worker (Food Processing)	21.33
21110 - Shipping Packer	18.22
21130 - Shipping/Receiving Clerk	18.22
21140 - Store Worker I	14.10***
21150 - Stock Clerk	19.12
21210 - Tools And Parts Attendant	21.33
21410 - Warehouse Specialist	21.33
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.01
23019 - Aircraft Logs and Records Technician	23.45
23021 - Aircraft Mechanic I	28.37
23022 - Aircraft Mechanic II	30.01
23023 - Aircraft Mechanic III	31.64
23040 - Aircraft Mechanic Helper	20.23
23050 - Aircraft, Painter	26.75
23060 - Aircraft Servicer	23.45
23070 - Aircraft Survival Flight Equipment Technician	26.75

23080 - Aircraft Worker	25.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.09
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.37
23110 - Appliance Mechanic	26.75
23120 - Bicycle Repairer	21.84
23125 - Cable Splicer	44.07
23130 - Carpenter, Maintenance	19.78
23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	26.94
23181 - Electronics Technician Maintenance I	25.09
23182 - Electronics Technician Maintenance II	26.75
23183 - Electronics Technician Maintenance III	28.37
23260 - Fabric Worker	23.45
23290 - Fire Alarm System Mechanic	28.37
23310 - Fire Extinguisher Repairer	21.84
23311 - Fuel Distribution System Mechanic	37.49
23312 - Fuel Distribution System Operator	29.28
23370 - General Maintenance Worker	22.27
23380 - Ground Support Equipment Mechanic	28.37
23381 - Ground Support Equipment Servicer	23.45
23382 - Ground Support Equipment Worker	25.09
23391 - Gunsmith I	21.84
23392 - Gunsmith II	25.09
23393 - Gunsmith III	28.37
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.38
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.79
23430 - Heavy Equipment Mechanic	32.59
23440 - Heavy Equipment Operator	24.41
23460 - Instrument Mechanic	28.37
23465 - Laboratory/Shelter Mechanic	26.75
23470 - Laborer	15.77***
23510 - Locksmith	26.75
23530 - Machinery Maintenance Mechanic	32.57
23550 - Machinist, Maintenance	28.37
23580 - Maintenance Trades Helper	20.23
23591 - Metrology Technician I	28.37
23592 - Metrology Technician II	30.01
23593 - Metrology Technician III	31.64
23640 - Millwright	28.37
23710 - Office Appliance Repairer	26.75
23760 - Painter, Maintenance	22.29
23790 - Pipefitter, Maintenance	24.70
23810 - Plumber, Maintenance	23.29
23820 - Pneudraulic Systems Mechanic	28.37
23850 - Rigger	28.37
23870 - Scale Mechanic	25.09
23890 - Sheet-Metal Worker, Maintenance	28.37
23910 - Small Engine Mechanic	25.09
23931 - Telecommunications Mechanic I	30.18
23932 - Telecommunications Mechanic II	31.93
23950 - Telephone Lineman	24.96
23960 - Welder, Combination, Maintenance	22.19
23965 - Well Driller	28.37
23970 - Woodcraft Worker	28.37
23980 - Woodworker	21.84
24000 - Personal Needs Occupations	
24550 - Case Manager	18.44
24570 - Child Care Attendant	13.16***
24580 - Child Care Center Clerk	16.41***
24610 - Chore Aide	17.66***
24620 - Family Readiness And Support Services	18.44

Coordinator	
24630 - Homemaker	18.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	23.61
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.90
25210 - Water Treatment Plant Operator	23.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.19
27007 - Baggage Inspector	16.73***
27008 - Corrections Officer	21.87
27010 - Court Security Officer	22.34
27030 - Detection Dog Handler	18.71
27040 - Detention Officer	21.87
27070 - Firefighter	23.19
27101 - Guard I	16.73***
27102 - Guard II	18.71
27131 - Police Officer I	23.69
27132 - Police Officer II	26.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.90
28042 - Carnival Equipment Repairer	19.33
28043 - Carnival Worker	13.52***
28210 - Gate Attendant/Gate Tender	23.46
28310 - Lifeguard	13.98***
28350 - Park Attendant (Aide)	26.24
28510 - Recreation Aide/Health Facility Attendant	19.15
28515 - Recreation Specialist	32.50
28630 - Sports Official	20.90
28690 - Swimming Pool Operator	22.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.09
29020 - Hatch Tender	25.09
29030 - Line Handler	25.09
29041 - Stevedore I	23.45
29042 - Stevedore II	26.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	15.52***
30022 - Archeological Technician II	17.37***
30023 - Archeological Technician III	21.51
30030 - Cartographic Technician	21.51
30040 - Civil Engineering Technician	26.62
30051 - Cryogenic Technician I	23.83
30052 - Cryogenic Technician II	26.32
30061 - Drafter/CAD Operator I	15.52***
30062 - Drafter/CAD Operator II	17.37***
30063 - Drafter/CAD Operator III	19.36
30064 - Drafter/CAD Operator IV	23.83
30081 - Engineering Technician I	13.83***
30082 - Engineering Technician II	15.52***
30083 - Engineering Technician III	17.37***
30084 - Engineering Technician IV	21.51
30085 - Engineering Technician V	26.32
30086 - Engineering Technician VI	31.84
30090 - Environmental Technician	20.79
30095 - Evidence Control Specialist	21.51
30210 - Laboratory Technician	19.36
30221 - Latent Fingerprint Technician I	23.83
30222 - Latent Fingerprint Technician II	26.32
30240 - Mathematical Technician	21.51
30361 - Paralegal/Legal Assistant I	23.39



30362 - Paralegal/Legal Assistant II	28.97
30363 - Paralegal/Legal Assistant III	35.43
30364 - Paralegal/Legal Assistant IV	42.87
30375 - Petroleum Supply Specialist	26.32
30390 - Photo-Optics Technician	20.20
30395 - Radiation Control Technician	26.32
30461 - Technical Writer I	21.51
30462 - Technical Writer II	26.32
30463 - Technical Writer III	31.84
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	23.83
30502 - Weather Forecaster II	28.99
30620 - Weather Observer, Combined Upper Air Or	(see 2) 19.36
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	15.72***
31030 - Bus Driver	21.72
31043 - Driver Courier	19.13
31260 - Parking and Lot Attendant	14.44***
31290 - Shuttle Bus Driver	17.23***
31310 - Taxi Driver	14.24***
31361 - Truckdriver, Light	20.66
31362 - Truckdriver, Medium	22.18
31363 - Truckdriver, Heavy	25.00
31364 - Truckdriver, Tractor-Trailer	25.00
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	13.81***
99050 - Desk Clerk	14.18***
99095 - Embalmer	28.73
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	15.55***
99252 - Laboratory Animal Caretaker II	16.80***
99260 - Marketing Analyst	27.80
99310 - Mortician	28.73
99410 - Pest Controller	24.10
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	17.55***
99711 - Recycling Specialist	20.92
99730 - Refuse Collector	15.80***
99810 - Sales Clerk	16.78***
99820 - School Crossing Guard	15.70***
99830 - Survey Party Chief	23.08
99831 - Surveying Aide	14.86***
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	14.62***
99841 - Vending Machine Repairer	18.14
99842 - Vending Machine Repairer Helper	14.62***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or

seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**EXHIBIT G**

**CERTIFICATE OF EXEMPTION**