

SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

CONTRACT FOR CONSULTING SERVICES

by and between

Company
Address
City, State Zip Code

South Dakota Science and Technology Authority
630 East Summit Street
Lead, SD 57754

Referred to as "Consultant"

Referred to as "SDSTA"

PROJECT: Description
SDSTA Contract #2025-04

THIS CONTRACT made effective the XX day of Month 202X, is made for the described services with the Consultant for the consideration stated herein. The Consultant represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the SDSTA. Incorporated into this Contract are the following exhibits:

- Exhibit A: Insurance Requirements
- Exhibit B: Environment Safety and Health Requirements
- Exhibit C: Scope of Work
- Exhibit D: Consultant's Proposal
- Exhibit E: Certificate of Exemption
- Exhibit F: Acknowledgement of Risk
- Exhibit G: Release, Agreement not to Sue, Waiver in favor of the Homestake Indemnified Parties

In consideration of the mutual promises contained herein, the parties agree to the following:

1. Administration: **Name (email)** shall be the SDSTA's designated representative in all matters pertaining to this Contract. **Name (email)** shall be the Consultant's designated representative in all matters pertaining to this Contract.
2. Applicable Law/Jurisdiction: This Contract shall be governed and interpreted according to the laws of the State of South Dakota, and the appropriate forum for any litigation or other dispute resolution pertaining to this contract shall be decided in the state courts of South Dakota. The parties consent to the jurisdiction of such court and hereby waive any claims of lack of personal jurisdiction or inconvenience of the chosen forum.
3. Assignment: This Contract, or any part thereof, may not be assigned, transferred, or subcontracted by the Consultant without the prior written consent of the SDSTA. The Consultant shall not engage the services of any subcontractors without the prior written consent of the SDSTA.
4. Contract Sum: For performance of the work specified in the Contract Documents, SDSTA will reimburse Consultant for time and materials as specified in Consultant's Proposal, attached hereto as Exhibit D. In no event may the total amount paid to Consultant during the term of this Contract exceed **Amount (\$x,xxx)**.

Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location.
5. Contract Term: This Contract shall commence on **Month Day, 201X** and shall terminate on **Month Day, 201X**, unless terminated earlier as provided in this Contract.
6. Insurance: During the term of this Agreement, Consultant 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. By executing this Contract, Consultant authorizes the SDSTA to make direct inquiry of Consultant's insurer or insurance agent concerning the status of the insurance required by this Contract.

7. Conflict of Interest: No officer or employee of the SDSTA shall participate in any decision relating to this Contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the SDSTA shall have any interest, direct or indirect, in this Contract or its proceeds.
8. Confidentiality: All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by Consultant, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with Consultant's performance under this Contract are confidential and the Consultant, 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.
9. Contract Validity/Severability: In the event that any court of competent jurisdiction shall hold any provision of this Contract unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
10. Debarment or Suspension: By signing this Contract, the Consultant 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.
11. Entire Contract: This Contract sets forth the entire agreement between the parties and replaces and supersedes all prior arrangements on the subject, whether oral or written, expressed or implied. Documents, information and data provided to the SDSTA pursuant to the terms of this Contract 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 Contract to the contrary notwithstanding, any such documents, information or data may become public records open to public inspection.
12. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such clauses may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, strikes, embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
13. Headings: The headings in this document are for convenience of reference only and do not define, describe, extend, or limit the scope or intent of this Contract, or the scope or intent of any provision contained in this Contract, and thus shall not be used in interpretations of this Contract. Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." Whenever this Contract refers to a number of days, unless otherwise specified such number refers to calendar days. The wording of this Contract shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against any party.
14. Indemnification: To the fullest extent permitted by law, Consultant (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.

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.

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.

15. Independent Consultant: Consultant warrants that it is regularly engaged in business of which the services provided in this Contract are typical. The parties understand that the SDSTA will file annual information returns as required by the Internal Revenue Service with copies sent to Consultant. Consultant will be responsible for compliance with all applicable laws, rules, and regulations involving but not limited to, employment, labor, worker's compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including other applicable contributions as required by law.

16. Licensing: Consultant shall secure in its name and at its expense all federal, state, and local licenses and permits required for completion of work under this Contract. Consultant shall provide proof of such licensure or permit to the SDSTA upon request.

17. Modification: This Contract may be modified or amended only in writing signed by both parties. 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.

18. Non-Discrimination: Consultant shall not discriminate and shall comply with applicable laws and SDSTA policies prohibiting discrimination on the basis of race, color, religion, national origin or citizenship status, age, disability, or veteran status. The SDSTA encourages the employment of individuals with disabilities.

19. Notice: All notices, demands and other communications required by this Contract 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 Consultant:**

Company Name
Attn: Name
Street
City State Zip Code
Email

• **If to SDSTA:**

Mike Headley
Executive Director
630 East Summit Street
Lead, SD 57754
MHeadley@sanfordlab.org

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

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

20. Ownership of Documents: 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 Consultant for the Consultant'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 Consultant may not retain any such document for its own use, nor disseminate these materials to any person or entity nor may the Consultant 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 to subcontractors and suppliers. All documents covered by this article shall be delivered to the SDSTA Representative at the completion of the work.

21. Project Deliverables: Consultant will provide all working documents relevant to the contract scope upon contract termination or completion including drawings, specifications, software files, and other instruments of service. Reuse of any documents pertaining to this project by the SDSTA on extensions of this project or on any other project shall be at the SDSTA's risk. The SDSTA agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the SDSTA or by other acting through the SDSTA.

22. Payments to Consultant: SDSTA shall make payments on a monthly basis for work accomplished in accordance with this Contract. Payment will be made upon receipt of Invoice or Payment Request Form. Invoices or Payment Request Forms are to be addressed to South Dakota Science and Technology Authority, 630 East Summit Street, Lead, SD, 57754, and may be submitted by email to: 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 3rd day of the month will be considered to have been received the following month. Final Invoices or Payment Request Forms must be received within thirty days of completion of this Contract. No payments will be made for invoices received later than thirty days past the ending date of this Contract.

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.

23. Safety: Consultant's responsibility for project safety is attached hereto as Exhibit B, and incorporated herein by reference.

24. Publicity, Publication: Unless otherwise provided by law or the SDSTA, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with SDSTA funds shall vest with the SDSTA. Consultant shall at all times obtain the written approval of the SDSTA before Consultant makes any statement bearing on the work performed or data collected under this Contract to the press, or issues any material for publication through any medium of communication. If Consultant publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the SDSTA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the publication.

25. Record Keeping, Audit, and Inspection of Records: Consultant shall maintain books, records, and other compilations of data pertaining to the requirements of this Contract to the extent and in such detail as shall properly constitute claims for payment. All such records shall be kept for a period of seven years or for longer period if specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit, or other such action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The SDSTA or the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of Consultant's data pertaining to this Contract. Such access shall include on-site audits.

26. Scope of Work: The Consultant agrees to perform the Scope of Work as described in Exhibit C, hereby incorporated by reference.

27. Compliance with Federal Regulations: Consultant agrees that the federal regulations outlined in Exhibit E are hereby incorporated by reference as part of the terms and conditions of this Agreement.

Consultant agrees to use the E-Verify System (www.uscis.gov) to verify the employment eligibility of all employees assigned to this Contract and all new hires working in the United States. Consultant further agrees to maintain an active registration, during the term of this Contract, with the System for Award Management (SAM) (www.sam.gov).

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.

28. Termination:

A. This Contract depends upon the continued availability of appropriated funds. This Contract will be terminated by the SDSTA if the appropriated funds or grant expenditure authority is discontinued. Termination for this reason is not a default by the SDSTA nor does it give rise to a claim against the SDSTA. Termination for this cause shall be treated in the manner set forth in paragraph B of this article.

B. The SDSTA may terminate this Contract at any time without cause, in whole or in part, upon giving Consultant notice of such termination. Upon such termination, Consultant 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. Consultant shall receive as full compensation for termination and assignment all amounts then otherwise due under the terms of this Contract, and amounts due for work performed subsequent to the latest request for payment through the date of termination.

C. If Consultant is in default under the provisions of this Contract, the SDSTA may, without prejudice to any other right or remedy and upon written notice to the Consultant, terminate the Contract.

29. Professional Judgment: Consultant intends to serve as the SDSTA's professional representative for those services as defined in this agreement and to provide advice and consultation to the SDSTA as a professional exercising the same degree of care and skill as would be exercised by others in the same profession in South Dakota. Any opinions of probable project cost, approvals, and other decisions made by Consultant for the SDSTA are rendered on the basis of experience and qualifications and represent Consultant's professional judgment.

30. This agreement shall not be construed as giving Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incidental to the work of any contractors or subcontractors.

31. Underground Work:

A. Notification of Hazards: Consultant is hereby notified that the project involves work in a former underground gold mine. The surface property related and adjacent to the underground property contains heavy machinery, high-voltage

electrical connections and conduits, open catwalks, and other elevated walkways, hidden hazards of tripping or falling and numerous other serious risks of health, life and safety, and risks of damage to property. The underground property also includes and contains heavy machinery, high-voltage electrical connections and conduits, open catwalks and other elevated walkways and hidden hazards of tripping or falling. Entering the underground property involves a substantial risk of underground fires, underground floods, collapse, failure of lifts and hoists, suffocation, being trapped, being crushed to death and numerous other serious risks to health, life and safety, and risks of damage to property.

B. Acknowledgement of Risk and Release: All persons going underground, including Consultant, Consultant's officers, directors, employees, agents, consultants, subcontractors and representatives, and each of their officers, directors, employees, agents, consultants, subcontractors and representatives must execute the Acknowledgement of Risk and the Release, Agreement Not to Sue and Waiver in the forms attached hereto, marked as Exhibits E and F, and incorporated herein by this reference.

C. Indemnification of Homestake Indemnified Parties: Consultant, 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.

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
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**

SDSTA Safety and Environmental Requirements

1.0 RESPONSIBILITY FOR PROJECT SAFETY AND ENVIRONMENTAL PROTECTION

NOTE: For additional information on any mentioned document, please refer to the Sanford Underground Research Facility (SURF) ESH Manual at: <https://sanfordlab.org/esh-standards>. The four-digit number at the beginning of the standard title indicates the section where the document can be located on the website manual.

- 1.1.** The requirements contained herein are specifically related to the Environmental, Safety and Health (ESH) associated with the performance of the consulting work for this contract and focused on protecting the Contractor and subcontractor employees and the environment in which they work. These requirements are not intended to impose any responsibility for the work performed to construct or utilize the work product of this contract, nor to replace codes and standards used in the design process.
- 1.2.** 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.
- 1.3.** 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 SDSTA Project Manager (PM) 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 PM 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 PM of any failure to comply with state and federal environmental laws, rules, and regulations.
- 1.4.** 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.
- 1.5.** 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.

2.0 ESH REQUIREMENTS AND COORDINATION

- 2.1.** Safety and protection of the environment are of the utmost concern of 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 SURF ESH Manual. Mine Safety and Health Administration (MSHA) compliance may be acceptable, where applicable.

- 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.
- 2.3.** The Contractor is expected to follow a work planning and controls process that is aligned with the SDSTA. 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 Contractor, approved by the PM and ESH Safety Rep. The JHA will be reviewed with the individual(s) expected to perform the work prior to work starting a specified task. The Contractor 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.
- If the Contractor does not have a company established Safety Plan, they must adopt the SURF ESH Manual program in its entirety.
- 2.4.** 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 PM or uploaded to a designated electronic database at the end of each day, or by the end of the work week.
- 2.5.** 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.)
- 2.6.** 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)
- 2.7.** The Contractor must have an individual trained and qualified as a SURF Guide for each area that the Contractor will be working [\[or have an assigned SURF Guide for the duration of the task –](#)

(REMOVE IF NA)]. [The Guide must be onsite with the workers at all times. – (REMOVE IF NA)].] Refer to ESH-(1000-S)-73189 Facility Access Standard or the SURF Training Department for Contractor Guide training.

- 2.8.** The Contractor shall provide required PPE. For safety purposes, Contractor is required to wear full-length pants or jeans and sturdy-toe footwear onsite. Specific locations or tasks may require type 2 hard hats with chin straps, ANSI class hi-visibility clothing, ANSI level 4 cut resistant gloves, safety toe boots, safety glasses with side shields, and required fall protection equipment including suspension trauma straps, and ANSI A10.4 full body harness. All contractor personnel shall follow the ESH-(7000-S)-71493 PPE Standard and supporting documents.
- 2.9.** .
- 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 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
- 2.10.** 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.
- 2.11.** 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.
- 2.12.** In the event of an incident, Contractor will notify the PM 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 PM 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.
- 2.13.** 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.

- 2.14.** 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.
- 2.15.** 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.
- 2.16.** 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.
- Refer to the ESH Manual for further information on the ESH-(7000-S)-73415 Fall Protection and Prevention Standard.
- 2.17.** The Contractor shall manage all waste, both solid and hazardous, as well as all obsolete, expired, or unused materials procured by the Contractor are the responsibility of 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. If a roll off bin is not used, then waste must be removed from the work site on a regular basis.
- 2.18.** All clean-up and disposal costs associated with spills or leaking equipment of environmentally regulated substances by the Contractor 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.

- 2.19.** 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 and any existing stormwater pollution controls that are altered during Contractor activities must be returned to full operating condition as soon as possible.
- 2.20.** 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.
- 2.21.** Visible air emissions occurring from roads, stockpiles, conveyors, etc. used during Contractor work must be controlled by the Contractor.
- 2.22.** 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.
- 2.23.** 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.
- 2.24.** Combustibles in the underground work areas shall be managed as per 30 CFR Part 57.4104 - 57.4531, as applicable.
- 2.25.** 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.
- 2.26.** SDSTA reserves the right to restrict or deny access of any Contractor employee to the work location.
- 2.27.** The Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to the PM named in the contract. Hours shall be emailed to the PM no later than the 3rd day of the month for hours worked the previous month.

Revision History

Rev	Date	Section	Paragraph	Summary of Change	Authorized by
03	01/29/2025	NA	NA	Removed SURF website hyperlink. Added NOTE at top of document for website address. Revised the document title.	CCR 1066
04	10/1/2025	2	2.8, 2.9	Updated Verbiage	CCR 1165

Exhibit C: Scope of Work

The South Dakota Science and Technology Authority (SDSTA) is seeking proposals for the purchase and implementation of an enterprise application software (EAS) system for use at the Sanford Underground Research Facility (SURF).

SDSTA is a quasi-governmental agency established by the State of South Dakota to oversee and operate the SURF at the former Homestake Mine in Lead, South Dakota. This facility has been revitalized to support a wide range of scientific research—both surface and underground—including disciplines such as physics, biology, and geology. SDSTA employs approximately 250 staff members and manages an annual operating budget of \$60.5 million for 2026, funded primarily by the U.S. Department of Energy.

Currently, SDSTA relies on multiple standalone software systems to manage SURF operations. While some integration exists through Application Programming Interfaces (APIs), many processes still require manual intervention. This fragmented approach creates inefficiencies, particularly in financial and budgeting workflows. To address these challenges, SDSTA is seeking an enterprise application software (EAS) solution that consolidates core business functions, enhances visibility into operational data, and eliminates redundant data entry.

System	Function
Deltek Costpoint	Finance, Accounting
Cobra	Budget, Forecasting
ManagerPlus	Procurement, Asset Management, Facility/Maintenance Management

SDSTA currently uses three primary software systems—Deltek Costpoint, Cobra, and ManagerPlus—to manage its operations. The goal is to replace these systems with a single enterprise application software (EAS) solution that delivers equivalent functionality. In addition, SDSTA seeks to incorporate a Contract Management module, as no such system is currently in place.

Note: SDSTA uses Paylocity to manage human resource information including employee timesheets and payroll. SDSTA does not currently plan to replace Paylocity.

- Fully integrated modules for key functions listed in Section 2.0, including the addition of a Contract Management module.
- Fewer manual data sharing processes and/or APIs.
- Seamless data exchange with Paylocity.
- Manager dashboards to view and query budget and financial data, including encumbrances.
- Simplified project billing for federal contracts, including retroactive billing for indirect or employee benefit rate changes.
- Asset management, including depreciation.
- Easy access to historical financial information beginning July 1, 2018.
- Defense Contract Audit Agency (DCAA) compliance.
- Cloud-hosted. Target go-live date of January 1 through July 1, 2027.

Exhibit D:
Consultant's Proposal

Exhibit E
Certificate of Exemption

Exhibit F:
Acknowledgement of Risk and Release, Agreement not to Sue, and Waiver

**South Dakota Science and Technology Authority (SDSTA) at
Sanford Underground Research Facility (SURF)
ACKNOWLEDGEMENT OF RISK**

In consideration for being permitted to enter upon the property of the South Dakota Science and Technology Authority (referred to in this document as the “Authority”) located in and near Lead, South Dakota, including both the surface property and the underground workings and facilities owned by the Authority (referred to in this document as the “Authority’s Surface Property” or the “Authority’s Underground Property” and collectively, the “Authority’s Property”), which permission was granted at my request, I do hereby freely and knowingly state, declare, and agree as follows:

(Initial) _____ 1. I have independently investigated the risks to my health, life, and safety and the risks of damage to my property resulting from my entry, presence, and activities upon and in the Authority’s Property, including both the surface property and the underground property. Based upon that investigation, I have developed an informed understanding of the risks to me and my property resulting from my entry, presence, and activities upon either or both of the Authority’s Surface Property and the Authority’s Underground Property.

(Initial) _____ 2. Without limiting the generality of paragraph 1 above, I am aware that the Authority’s Surface Property is a former commercial mine which includes and contains heavy machinery, high-voltage electrical connections and conduits, open catwalks and other elevated walkways, apparent and hidden hazards of tripping or falling, industrial and mining chemicals and other agents, naturally-occurring minerals, naturally-occurring land and environmental conditions that are potentially hazardous, fully or partially reclaimed mine facilities (including, but not limited to, open pits, underground mine workings, process plants and waste rock areas), possible air-borne contaminants, high-pressure lines and vessels, falling or low-hanging items that present a risk of head injury and numerous other serious apparent, and unapparent risks to my health, life and safety and risks of damage to my property.

(Initial) _____ 3. Without limiting the generality of paragraph number 1 above, I am further aware that in addition to the risks associated with the Authority’s Surface Property described in paragraph 2 above, the Authority’s Underground Property is also a former commercial mine and it also includes and contains heavy machinery, high-voltage electrical connections, and conduits, open catwalks and other elevated walkways, underground mine workings, apparent and hidden hazards of tripping or falling, industrial and mining chemicals and agents, naturally-occurring minerals, naturally-occurring geologic and environmental conditions that are potentially hazardous, possible air-borne contaminants, high-pressure lines and vessels and falling or low-hanging rock or other items that present a risk of head injury. I am further aware that going underground involves a substantial risk of underground fires, underground floods, roof falls and collapse, failure of lifts, hoists and ventilation equipment, suffocation, being trapped, being crushed to death and numerous other serious apparent and unapparent risks to my health, life and safety, and risks of damage to my property.

**South Dakota Science and Technology Authority (SDSTA) at
Sanford Underground Research Facility (SURF)
ACKNOWLEDGEMENT OF RISK**

(Initial) ____ 4. I acknowledge I have the time, knowledge, and experience to make an intelligent choice concerning whether to assume the risks associated with my entry, and activities upon or in the Authority's Surface Property, the Authority's Underground Property, or both.

(Initial) ____ 5. I do hereby voluntarily, freely, and unconditionally assume any and all risk of damage to my health, personal injury, death, and damage to my property in any way associated with my entry, presence, or activities upon, in, or around Authority's Surface Property and the Authority's Underground Property.

(Initial) ____ 6. I acknowledge that I have been given a safety briefing or safety training, and I agree to abide by guidelines explained during that briefing or training.

(Initial) ____ 7. In the interest of safety and security, I agree that any person or property may be subject to inspection by Authority personnel at any time I am on Authority property.

(Initial) ____ 8. I acknowledge that my failure to comply with any applicable law, regulation, rule, or policy (including the guidelines explained during my safety briefing or safety training) is grounds for the Authority to immediately revoke my permission to enter Authority's Property, to order me to immediately leave the Authority's Property, and to deny me future access to the Authority's Property. I agree to immediately comply with all directions given by the Authority to me pursuant to this paragraph.

(Initial) ____ 9. I have been provided and have read and signed (or will sign), a document entitled "RELEASE, AGREEMENT NOT TO SUE AND WAIVER."

(Initial) ____ 10. I acknowledge that I have provided valid personal identification to Authority Personnel.

**South Dakota Science and Technology Authority (SDSTA) at
Sanford Underground Research Facility (SURF)
ACKNOWLEDGEMENT OF RISK**

I HAVE READ THIS ACKNOWLEDGEMENT OF RISK, CONSISTING OF THREE PAGES AND TEN NUMBERED PARAGRAPHS. I FULLY UNDERSTAND ITS TERMS AND THE RISKS DESCRIBED IN IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.

DATED this _____ day of _____, 20_____.

[PRINT NAME]

I HAVE READ THIS ACKNOWLEDGEMENT

[SIGNATURE]

I am requesting permission to enter the Authority’s property as an officer, agent, employee, consultant, scientific investigator, student, visitor, and I am otherwise affiliated with
_____.

FOR OFFICE USE ONLY:

Witnessed by: _____ Logged by: _____
[Print Name]

Witnessed by: _____ Date Logged: _____
[Signature]

Revision History

Rev	Date	Section	Paragraph	Summary of Change	Authorized by
01	1/24/2024	NA	NA	Initial Release	CCR 904

Exhibit G:
Release, Agreement not to Sue, and Waiver in favor of the Homestake Indemnified Parties

**South Dakota Science and Technology Authority (SDSTA) at
Sanford Underground Research Facility (SURF)
RELEASE, AGREEMENT NOT TO SUE AND WAIVER**

In consideration for being permitted to enter upon the property of the South Dakota Science and Technology Authority (referred to in this documents as the "Authority") located in and near Lead, South Dakota, including both the surface property and the underground workings and facilities owned by the Authority (referred to in this document as the "Authority's Surface Property" or the "Authority's Underground Property" and collectively, the "Authority's Property"), which permission was granted at my request, I do hereby freely and knowingly state, declare and agree as follows:

(Initial) _____ 1. I have today been provided and have read and signed a form entitled "ACKNOWLEDGEMENT OF RISK," which describes in general terms the numerous apparent and unapparent risks of serious personal injury, death, or damage to my property, which exists on and in both the Authority's Surface Property, and the Authority's Underground Property.

(Initial) _____ 2. Being fully aware of the risks as described in the accompanying "ACKNOWLEDGEMENT OF RISK," I do hereby voluntarily, freely, and unconditionally release and agree not to sue the following persons and entities for any damage to my health, personal injury, death and/or damage to my property in any way associated with my entry, presence or activities upon, in, or around the Authority's Surface Property and/or the Authority's Underground Property, and I further hereby waive any such claims I may have against the following persons and entities. This release, agreement not to sue and waiver is given in favor of the following persons and entities:

(Initial) _____ (a). The State of South Dakota and its elected representatives and officers, unelected officers, employees, agents, consultants and representatives; and

(Initial) _____ (b). The South Dakota Science and Technology Authority and its officers, directors, employees, agents, consultants and representatives, and any visitor, contractor, consultant, or any other person (natural or otherwise) that the South Dakota Science and Technology Authority directs to, invites or permits upon, or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(Initial) _____ (c). Barrick Gold Corporation; any person, partnership, joint venture, corporation, or any other form of enterprise which directly or indirectly controls, is controlled by or is under common control with Barrick Gold Corporation; any officer, director, employee, agent or consultant of Barrick Gold Corporation; and any visitor, contractor, consultant, or any other person (natural or otherwise) that Barrick Gold Corporation directs to, invites, or permits upon or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

**South Dakota Science and Technology Authority (SDSTA) at
Sanford Underground Research Facility (SURF)
RELEASE, AGREEMENT NOT TO SUE AND WAIVER**

(Initial) _____ (d). Homestake Mining Company of California, any person, partnership, joint venture, corporation, or any other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with Homestake Mining Company of California; any officer, director, employee, agent, or consultant of Homestake Mining Company of California; and any visitor, contractor, consultant, or any other person (natural or otherwise) that Homestake Mining Company of California directs to, invites, or permits upon, or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(Initial) _____ (e). Mr. T. Denny Sanford or any other person or entity providing funding or other support for the construction, operation, and maintenance of the Authority, the Authority's Property, and/or the Sanford Underground Research Facility.

(Initial) _____ 3. I understand that this document does not act to release, discharge, or waive any rights I may have to compensation or the payment of medical expenses under applicable workers compensation law.

(Initial) _____ 4. The release, agreement not to sue and waiver contained in this document includes any and all claims I or my heirs, representatives, successors, or assignees (including, but not limited to, my family) may have as a result of any damage to my health, injury to me, my death, or damage to my property, including incidental and consequential damages and loss of income, support, and companionship.

(Initial) _____ 5. I agree that if a court or other tribunal with jurisdiction rules that some portion of this document is for any reason unenforceable, the remaining portions of this document shall remain valid and enforceable.

(Initial) _____ 6. The release and waiver contained in this document and my agreement not to sue the parties named above is and will be binding on me and my heirs, representative, successors, and assignees (including, but not limited to, my spouse and other family).

(Initial) _____ 7. I acknowledge that I have provided valid personal identification to Authority Personnel.

**South Dakota Science and Technology Authority (SDSTA) at
Sanford Underground Research Facility (SURF)
RELEASE, AGREEMENT NOT TO SUE AND WAIVER**

I HAVE READ THIS RELEASE, AGREEMENT NOT TO SUE AND WAIVER, CONSISTING OF THREE PAGES AND SEVEN NUMBERED PARAGRAPHS. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, AGREEMENT NOT TO SUE AND WAIVER OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

DATED this _____ day of _____, 20_____.

[PRINT NAME]

I HAVE READ THIS RELEASE, AGREEMENT NOT TO SUE AND WAIVER

[SIGNATURE]

I am requesting permission to enter the Authority's Property as an officer, agent, employee, consultant, scientific investigator, student, visitor, and I am otherwise affiliated with

_____.

FOR OFFICE USE ONLY:

Witnessed by: _____ Logged by: _____
[Print Name]

Witnessed by: _____ Date Logged: _____
[Signature]

Revision History

Rev	Date	Section	Paragraph	Summary of Change	Authorized by
01	1/24/2024	NA	NA	Initial Release	CCR 904