SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

REQUEST FOR PROPOSALS

YATES ADMINISTRATION BUILDING HVAC IMPROVEMENTS

RFP #2026-30_S

Project Date Milestones	*All times listed in Mountain Time*
Registration Deadline for Site Visit:	November 13, 2026, by 4:00 pm
Mandatory Site Visit:	November 20, 2026, 7:30 am
Questions Submitted:	November 25, 2026, by 4:00 pm
Questions & Answers Posted:	December 4, 2026, by 4:00 pm
Proposal Due Date:	December 15, 2026, by 4:00 pm

1. PURPOSE:

This Request for Proposal (RFP) is issued by the South Dakota Science and Technology Authority (SDSTA) for HVAC improvements at the Yates Administration Building in Lead, South Dakota. An individual firm will be selected for a fixed price contract based on the total of the quantities and unit costs listed on the project bid sheet, demonstrated competence, and qualifications for the required work. Documents included with this RFP include:

A. Draft Contract (2026-30_S)
B. SDSTA Bid Sheet
C. ESH Questionnaire
D. Exhibits

2. PROJECT BACKGROUND:

SDSTA is soliciting proposals from qualified mechanical contractors for HVAC improvements at the Yates Administration Building in Lead, South Dakota. The project will improve occupant comfort, airflow balancing, HVAC performance, and energy efficiency.

3. EXISTING CONDITIONS:

The building contains a plenum above the lay-in ceiling tiles where ductwork is routed. Existing conditions include airflow noise caused by high-velocity air and diffuser modifications, uninsulated supply and return ducts, and limited HVAC zoning and control capabilities.

4. SCOPE OF WORK:

The Contractor shall remove all radial dampers and foam material from existing diffusers and engage a certified Testing, Adjusting, and Balancing (TAB) technician to evaluate the existing system and provide an airflow assessment report for engineering review. The Contractor shall install manual balancing dampers at each duct branch takeoff and insulate all supply and return ductwork with 1-1/2 inch duct wrap insulation. Following engineering review, the TAB technician shall rebalance the HVAC system to the specified airflow requirements. The Contractor shall replace all existing diffusers with VAV diffusers, basis of design Acutherm Therma-Fuser or approved equal, and install a return-air bypass duct and static pressure control module for each rooftop unit. Upon completion of installation activities, the TAB technician shall perform final balancing to establish maximum diffuser airflow settings. The project also includes replacement of one rooftop unit and all incidental work necessary to provide a complete and operational HVAC system.

5. TECHNICAL EVALUATION CRITERIA:

A best value technically acceptable selection process will be used to award this contract. The selection criteria are listed below. Selection will be made based on tradeoffs between price and non-price evaluation criteria.

a. The offeror's total project package includes proposed project team and other technical requirements defined in this document.
b. Specialized experience and technical competence in HVAC retrofit.
c. Construction safety practices, procedures, and safety record relating to the scope of work.
d. Qualified professional personnel in the following key areas: Testing, Adjusting, and Balancing Technician, Commissioning Agent, and Licensed HVAC Technician.
e. Past performance on SDSTA, US Department of Energy, State of South Dakota or other contracts with respect to cost control, quality of work, and compliance with performance schedules.

6. SUBMISSION REQUIREMENTS:

Submission Requirement: General

To be eligible for contract award, a firm must be registered as a business entity with the South Dakota Secretary of State and also on SAM.gov.

Proposals should be provided in digital format as a pdf file with standard letter size format. Note that there is a 50-page limit for proposals. Proposals must contain the following:

- Description of the working relationship between each of the overall team members, including a personnel specific organization chart. Note that the named subcontractors and

outside associates or consultants must be used for project execution, and any change must be approved in advance by the SDSTA.
- Primary points of contact for the proposed team.
- Description of the approach to cost and schedule control. What tools are used and how is information to be communicated to the project team and SDSTA?
- Any exceptions to the draft contract, terms and conditions, or other RFP materials.

Submission Requirement: Similar Projects

Describe at least two similar projects that the Contractor/Subcontractor has installed and commissioned within the past ten years. Examples should note the customer, location, and date of the project.

Submission Requirement: Safety

Provide a description of the safety programs of contractors and subcontractors who would be performing work at SURF under this contract. Demonstrate the firm's understanding and awareness of all ESH issues that will be present on this project.

Submission Requirement: Qualifications

Provide resumes for key personnel proposed for this project. Include project manager, project superintendent, project safety officer. Resumes should include qualifications, certifications, and experience in the specific role proposed with relevant projects.

Submission Requirement: Schedule

Submit the proposed project duration and approximate schedule availability for completion of the work

Submission Requirement: Price

Provide a project pricing breakdown using the SDSTA bid sheet.
(If a separate SDSTA Bid Sheet document is provided with the RFP, do not include the pricing breakdown below.)

The offeror's fixed price shall constitute full payment for the work, materials, services, quality control testing, other items required, and include all applicable federal, state use, sales, and local taxes, duties, permits, bonding, and all the Subcontractor's other obligations related to such work.

Submission Requirement: Mandatory Site Visit

All offerors are required to attend an onsite pre-proposal conference & site visit November 20, 2026, at 7:30 am. MT at SURF, 630 East Summit Street, Lead South Dakota. **Pre-registration is required.** Email *jmace@*sanfordlab.org by close of business November 13, 2026, to receive instructions and directions. Only companies represented at the pre-proposal conference will be eligible to submit proposals. Contractors' subcontractors are encouraged,

but not required, to attend.

7. DELIVERABLES:

Key project deliverables include:

- Construction Schedule
- Schedule of Prices
- Test Reports
- O&M Manuals and Warranties

8. PROPOSALS DUE:

Offers should submit an electronic copy (pdf format) of the proposal no later than 4:00 p.m. on December 15, 2026, to jmace@sanfordlab.org. Late submissions will not be accepted.

Questions are due by *4:00 pm on November 25,2026.*

Questions & Answers will be emailed to all prospective offerors and posted to the sanfordlab.org website no later than December 4, 2026.

Proposals shall be valid for 60 days. The proposal period may be extended at the discretion of SDSTA based on the quantity and/or complexity of questions. Any notices of extension of time to respond will be distributed to all prospective offerors by SDSTA.

All communications regarding this procurement between RFP release and award shall be directed by email to *jmace*@sanfordlab.org. Communications with other SDSTA staff regarding this procurement in advance of the award are not allowed.

Revision History

Rev	Date	Section	Paragraph	Summary of Change	Authorized by
03	3/19/2025	8	NA	Added proposal expiration guidance and addressed minor issues from internal audit	CCR 1085
04	12/16/2025	NA	NA	Updated document due to change to the document numbering of controlled documents due to the change from DocuShare system to SharePoint system	CCR 1205

SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY
SERVICE CONTRACT
by and between

Company
Street or PO Address
City, State Zip Code
Referred to as "Contractor"
PROJECT: XXXXXXXXXX
Contract #2023-XX

South Dakota Science and Technology Authority
630 East Summit Street
Lead, SD 57754
Referred to as "SDSTA"

THIS CONTRACT, made effective the XXth day of Month, 202X, 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 type in brief description of work to be performed under the contract, more fully 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:
   - Exhibit A: Insurance Requirements
   - Exhibit B: Environment, Safety and Health Requirements .
   - Exhibit C: Scope of Work
   - Exhibit D: Contractor's Proposal
   - Exhibit E: Federal Terms & Conditions
   - Exhibit F: Wage Determination
   - Exhibit G: Acknowledgement of Risk Waiver
   - Exhibit H: Release, Agreement not to Sue and Wavier
   - Exhibit I: Certificate of Exemption

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. 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.

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 Timothy M. Engel

Executive Director 630 East Summit Street Lead, SD 57754 MHeadley@sanfordlab.org	Counsel for the SDSTA 503 S. Pierre Street, P.O. Box 160 Pierre, SD 57501 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) 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).

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 subsuppliers. 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	Mike Headley Date
Title	Executive Director

EXHIBIT A

INSURANCE REQUIREMENTS

EXHIBIT A

INSURANCE REQUIREMENTS

A. Minimum Insurance - Prior to commencement of work, the Contractor or Project Participant will procure and maintain the following insurance.

i. Commercial general liability insurance with limits of liability not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, including products/completed operations and, it not covered by a separate automobile liability policy, hired and non-owned automobiles covering bodily injury, property damage, and personal injury and advertising injury.

ii. Business automobile for leased and/or owned automobiles, liability insurance with limits not less than $1,000,000.00 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits not less than $1,000,000.00 per claim and annual aggregate. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same.

iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of $1,000,000.00 per accident, $1,000,000.00 each employee by disease, and a policy limit of $1,000,000.00 by disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Two ("Low Risk")

i. Commercial General Liability and Automobile Liability Coverages:

a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.

b. SDSTA and it's officers, agents, and employees; Fermi Forward Discovery Group, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; University Research Association, LLC, and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees, and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant; products and completed operations of any Contractor or Project Participants; premises owned, leased, or used by any Contractor or Project Participant; and automobiles owned, leased, hired, or borrowed by any Contractor or Project Participant. The coverage shall contain no special limitations on the scope of protection afforded to SDSTA, its officers, directors, or employees. All additional insured coverage must include ongoing and completed operations.

EXHIBIT B

ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS

c. Contractor's or Project Participant Participant's insurance coverage shall be primary insurance as respects SDSTA officers, agents, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, agents and employees shall not contribute with Contractor's or Project Participant's insurance.

d. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, its officers, agents, and employees.

e. Coverage shall state the Contractor's or Project Participant Participant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage shall contain a waiver of subrogation in favor of SDSTA and its officers, agents, and employees, the State of South Dakota and officers, agents and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of each of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to authorize to use SURF; Fermi Forward Discovery Group , LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees.

ii. Worker's Compensation and Employers' Liability

a. Coverage shall contain a waiver of subrogation in favor of the SDSTA, its officers, agents and employees; Fermi Forward Discovery Group, LLC and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees; and Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to authorize to use SURF.

iii. All Coverages

a. Each insurance policy or other coverage document shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual.

c. Evidence of Insurance – Prior to commencement of work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other evidence of compliance with the insurance requirements above. To the fullest extent possible, the Contractor or Project Participant must provide complete, certified copies of all required insurance policies or documentation of self-insurance if requested by the SDSTA.

d. Acceptability of Insurers – Commercial Insurance shall be placed with reputable insurers acceptable to the SDSTA with an A.M. Best rating of A, VII or higher.

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 SDSTA 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-002 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

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.

2.15. 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-007 Fall Protection and Prevention Standard.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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.

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

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.

including suspension trauma straps, and ANSI A10.4 full body harness. All contractor personnel shall follow the ESH-7000-S-001 Personal Protective Equipment (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 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

2.9. 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.

2.10. 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-003 Stop Work Standard.

2.11. 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-001 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.

2.12. 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.

2.13. The Contractor acknowledges that periodic evacuation drills and exercises are required by SDSTA to validate the adequacy and effectiveness of the ESH-6000-S-003 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.

2.14. 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

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.

2.23. Combustibles in the underground work areas shall be managed as per 30 CFR Part 57.4104 - 57.4531, as applicable.

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.

2.25. SDSTA reserves the right to restrict or deny access of any Contractor employee to the work location.

2.26. 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
04	10/1/2025	2	2.8 & 2.9	Updated Verbiage	CCR 1165
05	2/24/2026	NA	NA	Updated document due to change to the document numbering of controlled documents due to the change from DocuShare system to SharePoint system	CCR 1225

EXHIBIT C

SCOPE OF WORK

SDSTA YATES ADMIN BUILDING – HVAC SYSTEM IMPROVEMENT

Contact

1. Information provided by:
    a. TSP, Inc., 1051 Fairmont Blvd, Rapid City, SD 57701
    b. Alex Kalmbach, Mechanical Engineer, kalmbachad@teamtsp.com, 605-343-6102

Observations

1. Background Information
    a. The admin building is served by (4) packaged Rooftop Units (RTU's). Three of the units were replaced in 2020. Two of the units serve the upper level and the other two units serve the lower level.
    b. (1) Old RTU (RTU-1)
        i. Trane YSH150 (12.5 Ton Unit)
        ii. It has been confirmed that this unit does <u>not</u> have an outdoor air intake (economizer) section.
    c. (3) Newer RTU's (RTU-2, 3, 4)
        i. All are Lennox Landmark 12.5-ton units. Model KGB150S4BH3Y.
        ii. Model numbers indicate constant air volume units with belt drive fans.
        iii. 2-stage gas heat.
2. On Site Observations
    a. General
        i. There is a plaster ceiling a few inches above the lay-in ceiling tiles. Above this plaster ceiling there's a large plenum where the ductwork is routed.
    b. Noise
        i. The noise when the RTU's are running appears to be a result of high velocity air, not from mechanical components inside the RTU. Several supply diffusers have been stuffed with foam material which contributes to noise issues and affects airflow balancing.
        ii. Supply diffusers appear to have radial (also known as bowtie) dampers installed in the diffuser faces. These types of dampers are not the best for system balancing and can be significant noise contributors.
    c. Ductwork
        i. Return duct appears to have internal liner.
        ii. Neither supply nor return duct has external insulation (which is a contributing factor to condensation issues).
        iii. It is understood that modifications to the ductwork have been made throughout the years to accommodate office expansions. It is highly likely that there are undersized sections of ductwork in the building.
    d. Control
        i. A closet on the upper level houses the two thermostats used to control their associated RTU's
        ii. A closet on the lower level houses the two thermostats used to control their associated RTU's

iii. It appears the RTU's are operating based on setpoints of these thermostats and there is no form of zoning or temperature monitoring at any of the other spaces.

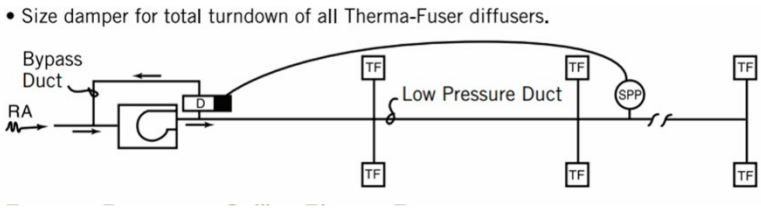
RTU-1 Recommendations

Since RTU-1 does not have an outdoor air intake it is recommended to replace the unit with an RTU that does have outdoor air intake. The International Mechanical Code (IMC) dictates minimum outdoor air requirements for the health of building occupants, and this unit is currently not meeting those requirements.

It is our recommendation that the spaces served by RTU-1 unit be identified as well as the number of occupants in those spaces to get an accurate minimum ventilation rate. TSP could assist in the sizing and selection of an upgraded RTU.

HVAC Options

1. **VAV Diffusers and Bypass Damper**
    a. Remove all radial dampers from diffusers.
    b. Remove all foam material from diffusers.
    c. Have a Testing, Adjusting, and Balancing (TAB) technician measure the system as it is currently operating.
        i. Send an assessment report with airflows at each grille and diffuser to an engineer for review.
    d. Install manual dampers at each duct branch take off.
    e. Insulate both supply and return duct with 1-1/2" duct wrap insulation.
    f. Replace all existing diffusers with VAV diffusers
        i. Thermally actuated VAV diffusers use a wax material that expands and contracts with temperature change to control a piston in the diffuser. This piston modulates a damper to control airflow out of the diffuser depending on the room temperature.
            1. Basis of design: Acutherm Therma-Fuser, or similar.
    g. Install a return air bypass duct and static pressure control module for each RTU.
        i. The bypass damper modulates to maintain a constant static pressure near the end of the supply duct system. Excess air is bypassed back to the return duct (see image below). Installing this bypass duct close to the RTU will help reduce noise at the diffusers.
        ii. Bypass Damper – Ducted Return



    h. Have a TAB technician re-balance the HVAC system to airflows determined by an

engineer.

i. Balancing is still recommended for VAV diffuser systems to set the maximum diffuser airflows.

HVAC Equipment Specifications Basis

1. **VAV Diffusers**
    a. Make/Model: Acutherm TF-HC Thermally powered VAV diffuser with separate heating and cooling setpoints.
    b. Verify quantity and inlet sizes (e.g. 6”, 8”, 10”).
2. **Bypass (per 4 RTU’s)**
    a. Make/Model: Acutherm PIM (Pressure Independence Module) with static pressure probe.
        i. Module set up for bypass control.
    b. Minimum 16” round bypass duct size.

EXHIBIT D

CONTRACTOR'S PROPOSAL

EXHIBIT E

FEDERAL TERMS & CONDITIONS

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 wavier. 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. DOEs 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

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

Wage Determination No.: 2015-5377
Revision No.: 32
Date Of Last Revision: 8/13/2026

Daniel W. Simms
Director

Division of
Wage Determinations

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 and Ziebach

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.53
01012 - Accounting Clerk II		19.66
01013 - Accounting Clerk III		22.00
01020 - Administrative Assistant		25.83
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		20.00
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		19.31
01262 - Personnel Assistant (Employment) II		21.60
01263 - Personnel Assistant (Employment) III		24.09
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		17.88
01410 - Supply Technician		25.83
01420 - Survey Worker		20.45
01460 - Switchboard Operator/Receptionist		17.96
01531 - Travel Clerk I		15.85
01532 - Travel Clerk II		17.67
01533 - Travel Clerk III		19.77
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		23.68
05040 - Automotive Glass Installer		22.22
05070 - Automotive Worker		22.22
05110 - Mobile Equipment Servicer		19.34
05130 - Motor Equipment Metal Mechanic		25.11
05160 - Motor Equipment Metal Worker		22.22
05190 - Motor Vehicle Mechanic		25.11
05220 - Motor Vehicle Mechanic Helper		17.91
05250 - Motor Vehicle Upholstery Worker		20.76
05280 - Motor Vehicle Wrecker		22.22
05310 - Painter, Automotive		23.68
05340 - Radiator Repair Specialist		22.22
05370 - Tire Repairer		17.60
05400 - Transmission Repair Specialist		25.11
07000 - Food Preparation And Service Occupations		
07010 - Baker		17.00
07041 - Cook I		17.42
07042 - Cook II		20.01
07070 - Dishwasher		12.71
07130 - Food Service Worker		14.24
07210 - Meat Cutter		17.89
07260 - Waiter/Waitress		13.33
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		27.96
09040 - Furniture Handler		17.99
09080 - Furniture Refinisher		27.96
09090 - Furniture Refinisher Helper		21.46
09110 - Furniture Repairer, Minor		24.88
09130 - Upholsterer		27.96

11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		16.35
11060 - Elevator Operator		16.94
11090 - Gardener		20.22
11122 - Housekeeping Aide		16.94
11150 - Janitor		16.94
11210 - Laborer, Grounds Maintenance		15.70
11240 - Maid or Houseman		14.07
11260 - Pruner		14.30
11270 - Tractor Operator		18.72
11330 - Trail Maintenance Worker		15.70
11360 - Window Cleaner		18.60
12000 - Health Occupations		
12010 - Ambulance Driver		19.20
12011 - Breath Alcohol Technician		23.93
12012 - Certified Occupational Therapist Assistant		32.82
12015 - Certified Physical Therapist Assistant		25.89
12020 - Dental Assistant		22.78
12025 - Dental Hygienist		43.69
12030 - EKG Technician		36.25
12035 - Electroneurodiagnostic Technologist		36.25
12040 - Emergency Medical Technician		19.20
12071 - Licensed Practical Nurse I		21.38
12072 - Licensed Practical Nurse II		23.93
12073 - Licensed Practical Nurse III		26.66
12100 - Medical Assistant		18.98
12130 - Medical Laboratory Technician		31.11
12160 - Medical Record Clerk		24.39
12190 - Medical Record Technician		27.29
12195 - Medical Transcriptionist		22.15
12210 - Nuclear Medicine Technologist		52.57
12221 - Nursing Assistant I		13.09
12222 - Nursing Assistant II		14.72
12223 - Nursing Assistant III		16.06
12224 - Nursing Assistant IV		18.02
12235 - Optical Dispenser		19.87
12236 - Optical Technician		21.38
12250 - Pharmacy Technician		22.51
12280 - Phlebotomist		21.38
12305 - Radiologic Technologist		36.81
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)		29.63
12320 - Substance Abuse Treatment Counselor		26.98
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		16.68
13012 - Exhibits Specialist II		20.66
13013 - Exhibits Specialist III		25.27
13041 - Illustrator I		16.68
13042 - Illustrator II		20.66
13043 - Illustrator III		25.27
13047 - Librarian		22.88
13050 - Library Aide/Clerk		13.29
13054 - Library Information Technology Systems Administrator		20.66
13058 - Library Technician		14.09
13061 - Media Specialist I		14.91
13062 - Media Specialist II		16.68
13063 - Media Specialist III		18.60
13071 - Photographer I		15.84
13072 - Photographer II		17.72
13073 - Photographer III		21.95
13074 - Photographer IV		26.84
13075 - Photographer V		32.48
13090 - Technical Order Library Clerk		16.68
13110 - Video Teleconference Technician		14.91
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.60
14042 - Computer Operator II		19.69
14043 - Computer Operator III		21.96
14044 - Computer Operator IV		24.40
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		17.60
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		20.18
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		25.96
15095 - Technical Instructor/Course Developer		31.75
15110 - Test Proctor		20.94
15120 - Tutor		20.94
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		13.28
16030 - Counter Attendant		13.28
16040 - Dry Cleaner		15.17
16070 - Finisher, Flatwork, Machine		13.28
16090 - Presser, Hand		13.28
16110 - Presser, Machine, Drycleaning		13.28

16130 - Presser, Machine, Shirts 13.28
16160 - Presser, Machine, Wearing Apparel, Laundry 13.28
16190 - Sewing Machine Operator 15.80
16220 - Tailor 16.42
16250 - Washer, Machine 13.91

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 28.38
19040 - Tool And Die Maker 35.22

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 23.46
21030 - Material Coordinator 24.73
21040 - Material Expediter 24.73
21050 - Material Handling Laborer 17.35
21071 - Order Filler 16.37
21080 - Production Line Worker (Food Processing) 23.46
21110 - Shipping Packer 19.63
21130 - Shipping/Receiving Clerk 19.63
21140 - Store Worker I 15.04
21150 - Stock Clerk 19.51
21210 - Tools And Parts Attendant 23.46
21410 - Warehouse Specialist 23.46

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 31.84
23019 - Aircraft Logs and Records Technician 24.88
23021 - Aircraft Mechanic I 30.10
23022 - Aircraft Mechanic II 31.84
23023 - Aircraft Mechanic III 33.57
23040 - Aircraft Mechanic Helper 21.46
23050 - Aircraft, Painter 28.38
23060 - Aircraft Servicer 24.88
23070 - Aircraft Survival Flight Equipment Technician 28.38
23080 - Aircraft Worker 26.62
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 26.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 30.10
23110 - Appliance Mechanic 28.38
23120 - Bicycle Repairer 23.17
23125 - Cable Splicer 46.79
23130 - Carpenter, Maintenance 21.76
23140 - Carpet Layer 26.62
23160 - Electrician, Maintenance 29.63
23181 - Electronics Technician Maintenance I 26.62
23182 - Electronics Technician Maintenance II 28.38
23183 - Electronics Technician Maintenance III 30.10
23260 - Fabric Worker 24.88
23290 - Fire Alarm System Mechanic 30.10
23310 - Fire Extinguisher Repairer 23.17
23311 - Fuel Distribution System Mechanic 37.49
23312 - Fuel Distribution System Operator 29.28
23370 - General Maintenance Worker 23.42
23380 - Ground Support Equipment Mechanic 30.10
23381 - Ground Support Equipment Servicer 24.88
23382 - Ground Support Equipment Worker 26.62
23391 - Gunsmith I 23.17
23392 - Gunsmith II 26.62
23393 - Gunsmith III 30.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic 26.82
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 28.37
23430 - Heavy Equipment Mechanic 32.59
23440 - Heavy Equipment Operator 26.85
23460 - Instrument Mechanic 30.10
23465 - Laboratory/Shelter Mechanic 28.38
23470 - Laborer 17.35
23510 - Locksmith 28.38
23530 - Machinery Maintenance Mechanic 34.70
23550 - Machinist, Maintenance 28.37
23580 - Maintenance Trades Helper 21.46
23591 - Metrology Technician I 30.10
23592 - Metrology Technician II 31.84
23593 - Metrology Technician III 33.57
23640 - Millwright 30.10
23710 - Office Appliance Repairer 28.38
23760 - Painter, Maintenance 22.85
23790 - Pipefitter, Maintenance 25.73
23810 - Plumber, Maintenance 24.26
23820 - Pneudraulic Systems Mechanic 30.10
23850 - Rigger 30.10
23870 - Scale Mechanic 26.62
23890 - Sheet-Metal Worker, Maintenance 30.10
23910 - Small Engine Mechanic 26.62
23931 - Telecommunications Mechanic I 30.30
23932 - Telecommunications Mechanic II 32.05
23950 - Telephone Lineman 24.96
23960 - Welder, Combination, Maintenance 22.19
23965 - Well Driller 30.10
23970 - Woodcraft Worker 30.10
23980 - Woodworker 23.17

24000 - Personal Needs Occupations
24550 - Case Manager 19.18
24570 - Child Care Attendant 13.63
24580 - Child Care Center Clerk 17.01
24610 - Chore Aide 17.74
24620 - Family Readiness And Support Services Coordinator 19.18
24630 - Homemaker 19.18

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 26.51
25040 - Sewage Plant Operator 24.04
25070 - Stationary Engineer 26.51
25190 - Ventilation Equipment Tender 18.90
25210 - Water Treatment Plant Operator 24.04

27000 - Protective Service Occupations
27004 - Alarm Monitor 21.46
27007 - Baggage Inspector 16.73
27008 - Corrections Officer 23.37
27010 - Court Security Officer 22.92

27030 - Detection Dog Handler		18.71
27040 - Detention Officer		23.37
27070 - Firefighter		23.19
27101 - Guard I		16.73
27102 - Guard II		18.71
27131 - Police Officer I		25.73
27132 - Police Officer II		28.58
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		18.00
28042 - Carnival Equipment Repairer		19.44
28043 - Carnival Worker		13.75
28210 - Gate Attendant/Gate Tender		23.46
28310 - Lifeguard		14.81
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		22.33
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		26.62
29020 - Hatch Tender		26.62
29030 - Line Handler		26.62
29041 - Stevedore I		24.88
29042 - Stevedore II		28.38
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.33
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		28.60
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		29.57
30492 - Unexploded Ordnance (UXO) Technician II		35.78
30493 - Unexploded Ordnance (UXO) Technician III		42.89
30494 - Unexploded (UXO) Safety Escort		29.57
30495 - Unexploded (UXO) Sweep Personnel		29.57
30501 - Weather Forecaster I		23.83
30502 - Weather Forecaster II		28.99
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	19.36
30621 - Weather Observer, Senior	(see 2)	21.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.78
31020 - Bus Aide		15.94
31030 - Bus Driver		22.03
31043 - Driver Courier		19.64
31260 - Parking and Lot Attendant		15.00
31290 - Shuttle Bus Driver		17.71
31310 - Taxi Driver		14.24
31361 - Truckdriver, Light		21.21
31362 - Truckdriver, Medium		22.77
31363 - Truckdriver, Heavy		26.00
31364 - Truckdriver, Tractor-Trailer		26.00
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.45
99030 - Cashier		14.08
99050 - Desk Clerk		14.59
99095 - Embalmer		28.73
99130 - Flight Follower		29.57
99251 - Laboratory Animal Caretaker I		16.32
99252 - Laboratory Animal Caretaker II		17.62
99260 - Marketing Analyst		29.59
99310 - Mortician		28.73
99410 - Pest Controller		24.60
99510 - Photofinishing Worker		15.54
99710 - Recycling Laborer		17.55
99711 - Recycling Specialist		20.92
99730 - Refuse Collector		15.80
99810 - Sales Clerk		16.78
99820 - School Crossing Guard		16.21
99830 - Survey Party Chief		23.31
99831 - Surveying Aide		15.01
99832 - Surveying Technician		19.52
99840 - Vending Machine Attendant		15.01
99841 - Vending Machine Repairer		18.62
99842 - Vending Machine Repairer Helper		15.01

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, thro
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.92 per hour, up to 40 hours per week, or $236.80 per week or $1,026.13 per month

HEALTH & WELFARE EO 13706: $5.42 per hour, up to 40 hours per week, or $216.80 per week, or $939.46 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

ACKNOWLEDGEMENT OF RISK 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
02	11/19/2025	NA	NA	Updated document due to change to the document numbering of controlled documents due to the change from DocuShare system to SharePoint system	CCR 1190

EXHIBIT H

RELEASE, AGREEMENT NOT TO SUE AND WAIVER

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 "ACKNOWLEGEMENT 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 LIABLILTY, AGREEEMENT 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
02	11/19/2025	NA	NA	Updated document due to change to the document numbering of controlled documents due to the change from DocuShare system to SharePoint system	CCR 1190