

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

**AGREEMENT
SDSTA CONTRACT #2019-XX**

Construction Management at Risk Services for Maintenance Support Facility

THIS Agreement is made the **XX** day of **Month**, 2019, by and between **Company Name, full address**, (the "Contractor") and the **SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**, 630 East Summit Street, Lead, SD 57754 (the "Owner").

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

**ARTICLE I
CONTRACT DOCUMENTS**

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

1. This Agreement
2. Request for Proposal and drawings (Phase I of scope of work contained therein)
3. General Conditions
4. Contractor EHS Questionnaire
5. Payment and Performance Bond (if required)
6. Construction EHS Manual
7. Exhibit A to General Conditions – Environment, Health and Safety Requirements
8. Exhibit B to General Conditions – Insurance Requirements
9. Exhibit C to General Conditions – Scope of Work
10. Exhibit D to General Conditions -Contractor's Proposal

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

**ARTICLE II
STATEMENT OF WORK**

To the extent not otherwise provided in the Contract Documents, Contractor shall furnish and pay for all professional services, other labor, tools, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other construction accessories and services required to complete the work specified in the Contract Documents in strict compliance with the Contract Documents.

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

- A. The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed by the Owner and shall be completed no later than **Month day, year**, subject to adjustments of the contract time as provided in the Contract Documents.
- B. In the event Contractor fails to substantially complete the work within the time agreed to above, Contractor shall be liable for **liquidated damages** in the amount of **\$XXXX.XX (Written amount)** per day, as more fully provided in Section 9.3.7 of the General Conditions.

**ARTICLE IV
CONTRACT SUM**

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

ARTICLE V PROGRESS PAYMENTS

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

ARTICLE VI ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE VII NOTICE

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

If to Contractor:

Name
Company
Street/PO Address
City, State Zip Code
(Email, if known)

If to Owner:

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

Timothy M. Engel
Counsel for the SDSTA
May, Adam, Gerdes and Thompson LLP
503 S. Pierre Street, P.O. Box 160
Pierre, SD 57501
605-224-8803

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

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

CONTRACTOR: **COMPANY NAME**

By: _____

Date

Title: _____

(Affix Corporate Seal if Available)

OWNER: SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

Mike Headley
Executive Director

Date