

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

**AGREEMENT FOR CONSTRUCTION
SDSTA CONTRACT 2023-40
DEWATERING CONTROL SYSTEM RECAPITALIZATION**

THIS Agreement is made the XXth day of XXX 2024, by and between **XXX**, LOCATION (the "Contractor") and the **SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**, 630 East Summit Street, Lead, SD 57754 (the "Owner").

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

**ARTICLE I
CONTRACT DOCUMENTS**

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

1. This Agreement for Construction
2. General Conditions
3. Request for Proposal 2023-40 and accompanying specifications and drawings
4. Contractor's Proposal dated XXX, 2023
5. Contractor ESH Questionnaire
6. Construction ESH Manual

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

**ARTICLE II
STATEMENT OF WORK**

To the extent not otherwise provided in the Contract Documents, Contractor shall furnish and pay for all labor, tools, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other construction accessories and services required to complete the work specified in the Request for Proposal, attachments thereto, and Exhibit C to the General Conditions.

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

- A. The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed (NTP) by the Owner and shall be completed no later than **XXX days from NTP**, subject to adjustments of the contract time as provided in the Contract Documents.
- B. In the event Contractor fails to substantially complete the work within the time agreed to above, Contractor shall be liable for liquidated damages in the amount of \$75.00 (seventy-five dollars) per day, as more fully provided in Section 9.3.7 of the General Conditions.

**ARTICLE IV
CONTRACT SUM**

- A. For the performance of the work specified in the Contract Documents, Owner will pay Contractor and Contractor will accept as full compensation the sum of **\$XXX (XXX)**, 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: **Option XX:**
- 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:
XXX

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: XXX

By: _____ Date

Title: _____

(Affix Corporate Seal if Available)

OWNER: SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

Mike Headley Date
Executive Director