

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

**AGREEMENT FOR CONSTRUCTION  
SDSTA CONTRACT #2017-17  
LZ Davis Campus Infrastructure Improvements**

**THIS** Agreement is made the \_\_XX day of Month, 2013, 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 for Construction
2. Request for Proposal and drawings
3. General Conditions
4. Contractor EHS Questionnaire
5. Bid Form
6. Payment and Performance Bond (if required)
7. Construction EHS Manual

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 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 9.3.4 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 \$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](mailto:mheadley@sanfordlab.org)

Timothy M. Engel  
Counsel for the SDSTA  
May, Adam, Gerdes and Thompson LLC  
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.

## **ARTICLE VIII FEDERAL REQUIREMENTS**

**A. Davis Bacon and Related Requirements**

1. The construction work is subject to the Davis-Bacon Act and related labor standard clauses identified in the General Provisions (FAR Clauses 52.222-6 through 52.222-15).

The Subcontractor shall pay its employees at least the minimum wages established by the General Wage Determination of the U.S. Department of Labor identified in this Subcontract and shall comply with all other related requirements.

The Wage Determination and the Davis-Bacon Poster (WH-1321) shall be posted at all times by the Subcontractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers. The Davis Bacon Poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>.

2. The Subcontractor shall submit a completed and signed *Statement and Acknowledgment* Form (SF 1413) for itself as “Prime Contractor” and each lower tier subcontractor providing construction labor under this Subcontract.
3. The Subcontractor shall also furnish weekly a payroll statement for all laborers and mechanics performing work at the worksite during the preceding week, accompanied by a signed “Statement of Compliance” indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed.

The required weekly payroll information shall be submitted electronically utilizing the LCPTracker System, which is available at <https://lcptracker.net/lcp/login.aspx>, unless otherwise authorized by SDSTA Procurement Representative. Registration should be coordinated with the SDSTA Procurement Representative.

- B. **Electrical Device Certification Requirement.** All electrical equipment, components, conductors and other items delivered to the University of the type requiring testing by a Nationally Recognized Testing Laboratory (NRTL) recognized by the Occupational Safety and Health Administration (OSHA) shall be NRTL listed, labeled, and certified in accordance with Part 1910, *Occupational Safety and Health Standards*, of Title 29 of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall notify the SDSTA Representative John Keefner, in writing, of any item to be delivered that does not meet this requirement. The SDSTA reserves the right to refuse delivery of or return any such items. Information on required NRTL testing is available at <http://www.osha.gov/dts/otpca/nrtl/>.
- C. The FAR clause 52.225-9, BUY AMERICAN ACT – CONSTRUCTION MATERIALS requires that only domestic construction material be used in the performance of this Subcontract.
- D. The use of any non-domestic materials under this Subcontract must be approved by the SDSTA prior to installation. Unapproved, non-domestic materials delivered to the project site shall be immediately removed from the site by the Subcontractor at the Subcontractor’s expense. If non-conforming materials are installed, the Subcontractor shall remove the non-conforming material from the work and replace the material with approved domestic material, at the Subcontractor’s expense. If the cost of removal is prohibitive, as determined by SDSTA, and the non-conforming material otherwise meets the requirements of the specifications, the cost of the non-conforming material shall be deducted from the Subcontract amount.
- E. In the performance of this Subcontract, the Subcontractor shall specify, furnish, and use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and environment), to the maximum possible extent consistent with the Subcontract requirements and the intended end use of the products and services. Information on environmentally preferable products and services is available at <https://www.epa.gov/contracts/greening-government-procurement>.
- F. The Subcontractor agrees to use good faith efforts to utilize smart-size packing; to customize box sizes in order to reduce packaging waste, and to minimize the number of shipments per order. Recycling practices and methods should be used to minimize the adverse effects on the environment. The Subcontractor shall use every reasonable effort to use cardboard and paper-based packaging materials for shipments to the SDSTA.
- G. Pursuant to the *Employment Eligibility Verification* clause of the General Provisions (FAR 52.222-54), the Subcontractor shall:
  1. Enroll as a Federal contractor in the online E-Verify System at <https://e-verify.uscis.gov/enroll>, and within 10 days of award of this Subcontract provide the SDSTA Procurement Representative with written verification of the enrollment, such as a copy of the Subcontractor’s “Company Information” page from the E-Verify System.

2. Include the clause in each lower-tier subcontract for construction or services exceeding \$3,500, as required by the clause (excluding those with self-employed individuals), and within 10 days of award thereof provide the SDSTA Procurement Representative with written verification of the Subcontractor's enrollment in the E-Verify System.

H. By acceptance of this Subcontract, the Subcontractor certifies that:

1. To the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible by any agency of the Federal Government for the award of contracts (including subcontracts); and
2. To the extent it has had previous Government contracts or first-tier subcontracts subject to the *Equal Opportunity* clause (FAR 52.222-26) of the General Provisions, it has developed and has on file all written affirmative action programs and it has filed all prescribed compliance reports, as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

I. By acceptance of this Subcontract, the Subcontractor certifies that it is registered in the SAM database ([www.sam.gov](http://www.sam.gov)) within 30 days of the subcontract award per FAR 52.204-7, *System for Award Management* Clause of the General Provisions and acknowledges the requirement heretofore to maintain said registration in the database in accordance with the *System for Award Management Maintenance* clause (FAR 52.204-13) of the General Provisions. The Subcontractor is responsible for the accuracy and completeness of its data within the SAM database in accordance with the stated requirements. In any event, failure to complete the registration within the required timeframe is considered a breach of contract.

J. The following documents are hereby incorporated as a part of this Subcontract.

- General Provisions for Cost Reimbursable No-Fee Subcontracts, dated 9/12/16\*
- Wage Determination, General Decision Number: SD170022, Mod. 3 dated 4/21/17.

K. The FAR and DEAR clauses listed in the *Clauses Incorporated by Reference* clause of the General Provisions shall be applicable to this Subcontract based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work, as indicated in the General Provisions.

**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