

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

**AGREEMENT FOR CONSTRUCTION  
SDSTA CONTRACT #2021-22  
ACCESS CONTROL SYSTEM**

**THIS** Agreement is made the \_\_**XX** day of **Month**, 2021, 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 ESH Questionnaire
5. Bid Form
6. Payment and Performance Bond (if required)
7. Certificate of Exemption
8. Construction ESH 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 \$75.00 (seventy-five) 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 \$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  
[tme@mayadam.net](mailto:tme@mayadam.net)

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:

