

**Subcontract Number 674969**

**for**

**LBNF/DUNE-US SDSTA Logistics Support Services**

Draft

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## **Section A—Award**

### **A1. Identification of Parties**

This Subcontract is between Fermi Research Alliance, LLC (“FRA”) and the party identified below as the Subcontractor (“Subcontractor”).

### **A2. Subcontract Issued Under Prime Contract**

This Subcontract is issued under Prime Contract No. DE-AC02-07CH11359 between the United States Government (“Government”), represented by the U.S. Department of Energy (“DOE”), and FRA for the management and operation of the Fermi National Accelerator Laboratory (“FNAL or Fermilab”) and the performance of research and development work.

### **A3. Relationships**

Nothing in this Subcontract shall be deemed as creating any relationship between FRA and Subcontractor other than that of contractor and subcontractor or buyer and seller. Subcontractor shall not interpret any clause contained herein as being binding or purporting to bind the United States Government, its officers, or its agents.

### **A4. General Purpose of the Subcontract**

The general purpose of this Subcontract is for the acquisition of staff services in support of the Long Baseline Neutrino Facility (LBNF) Far Site Conventional Facilities (FSCF) Project as further described herein.

### **A5. Period of Performance**

The period of performance of this Subcontract is from April 1, 2021, through March 31, 2024.

### **A6. Order of Precedence**

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order: Section B, C, F, A, G, H, I, J and E.

### **A7. Agreement**

The parties agree to perform their respective obligations in accordance with the sections, terms, and conditions, the documents referenced or incorporated herein, which constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

## **A8. Signature**

The parties have caused this Subcontract to be executed by their duly authorized agents by their signatures below.

### **Subcontractor**

South Dakota Science and Technology Authority

Fermi Research Alliance, LLC (FRA)

Signature:

Signature:

Name:

Name

Title:

Title:

Date:

Date:

## Section B—Supplies or Services and Prices

### B1. Total Estimated Cost

The Subcontractor shall provide the supplies or services at the total estimated cost shown below.

Subcontract Line Item Number	Description	Total Estimated Cost
1	LBNF/DUNE-US SDSTA Logistics Support Services	\$14,401,143.00

### B2. Cost Reimbursement

This is a Cost type Subcontract. Costs will be reimbursed pursuant to FAR 52.216-7 *Allowable Cost and Payment*, as modified by DEAR 952.216-7 *Allowable Cost and Payment*. FAR 52.216-11 *Cost Contract—No Fee* applies to this Subcontract. The Subcontractor shall not exceed the Total Estimated Cost indicated in Clause B1—Total Estimated Cost.

FRA will reimburse the Subcontractor for its direct costs and indirect costs as determined allowable and allocable in accordance with FAR 52.216-7 *Allowable Cost and Payment*, which is made a part of the Subcontract through incorporation of the attached FL-202 FRA Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US SDSTA Logistics Support; FAR Subpart 31.6; and 2 CFR 200, Subpart E—*Cost Principles*, except as otherwise limited or excluded by other provisions of this Subcontract.

In determining the indirect cost rates to be used for invoicing and final payment under this Subcontract, FRA agrees to use the federal government-approved provisional interim billing rates and final indirect cost rates. The Subcontractor shall provide documentation from the federal government agency responsible for surveillance of the Subcontractor's rates regarding approvals to use interim billing rates and final indirect cost rates prior to the use of such rates on invoices.

This Subcontract involves the expenditure of Federal funds, and the Subcontractor shall ensure this Subcontract is included in its scheduled annual Single Audit Act audits (see 2 CFR 200, Subpart F—*Audit Requirements*), and make the results of the audits available to FRA. FRA or the U.S. Government may audit the Subcontractor's costs hereunder, and in such event, FRA will endeavor to arrange for the audit to be performed by the cognizant government audit agency. The Subcontractor shall include expenditures from this Subcontract in their annual Schedule of Expenditures of Federal Awards. The federal program name should include "FNAL" as the pass-through entity and this Subcontract number, as required by 2 CFR 200.510.

### B3. Total Sum Allotted

The funding presently allotted for payment to the Subcontractor, pursuant to FAR 52.232-22 *Limitation of Funds*, is \$2,655,744.00. This funding is estimated to be sufficient to fund the performance of the Subcontract through October 15, 2021.

## **Section C—Description of Work**

### **C1. Standards of Performance**

The Subcontractor shall perform the work under this Subcontract by using its best efforts and know-how, and its performance shall be accomplished in a workmanlike manner by qualified, careful, and efficient personnel, in accordance with the professional standards of care.

### **C2. Technical Reports**

The Subcontractor shall prepare and submit to the FRA Technical Representative and/or distribute, as directed by the FRA Technical Representative, such reports concerning technical aspects of work under this Subcontract, in such quantity and form (including detail) and at such times, as may be specified in this Subcontract, or as may otherwise be specified by the FRA Technical Representative.

### **C3. Conduct of Employees**

The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Subcontractor shall immediately remove from the work under this Subcontract any employee of the Subcontractor who, in the sole discretion of FRA, is found to be unsatisfactory in technical performance or personal conduct.

### **C4. Performance Work Statement**

The Subcontractor shall perform the work in accordance with the Performance Work Statement in Attachment J-1.

## **Section D—Packaging and Marking**

Reserved

## **Section E—Inspection and Acceptance**

### **E1. Inspection and Acceptance**

Inspection and acceptance shall be in accordance with the Statement of Work in Attachment J-1 and applicable clauses in Section I.



## Section F—Deliveries or Periods of Performance

### F1. Period of Performance

The period of performance of this Subcontract is from April 1, 2021, through March 31, 2024.

Subcontract Line Item Number (SLIN)	Description	Period of Performance	Performance Terms
1	LBNF/DUNE-US SDSTA Logistics Support Services	April 1, 2021– March 31, 2024	Performance of Services in Accordance with Performance Work Statement dated March 15, 2021, in Attachment J-1

## **Section G—Subcontract Administration Data**

### **G1. Subcontract Administration**

- a. FRA's Procurement Specialist for this Subcontract is shown below. The Procurement Specialist or their designate is the only person authorized to make changes in the terms, conditions, and requirements of this Subcontract or make modifications to this Subcontract including changes or modifications to the Statement of Work. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement Specialist at the following address:

FRA Procurement Specialist  
Attention: Ken Eichten  
Email: keichten@fnal.gov  
Phone: (630) 840-8907  
Cell Phone: (509) 947-8720

Fermi Research Alliance, LLC  
Kirk Road & Wilson Street  
P.O. Box 500—Mail Station #123  
Batavia, IL 60510-0500

- b. Any notices and approvals required by this Subcontract from FRA to the Subcontractor shall be issued by the FRA Procurement Specialist.
- c. FRA's Technical Representative for this Subcontract is shown below. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the Statement of Work. The Technical Representative is not authorized to make changes to the work or modify any of the terms and conditions, including the schedule and the pricing of this Subcontract.

FRA Technical Representative  
Attention: Patrick Weber  
Email: pweber@fnal.gov  
Cell Phone: (605) 929-1125  
South Dakota Services Division  
Fermi National Accelerator Laboratory  
201 W Main St., STE 302  
Lead, SD 57754

- d. Technical reports required by the Subcontract shall be submitted to the FRA Technical Representative. Unless otherwise stated in the Subcontract, the reports shall be submitted by email.

### **G2. Notification of Potential Changes**

The Subcontractor shall provide notification to FRA of potential changes to this Subcontract. The primary purpose of this clause is to obtain prompt reporting by the Subcontractor of circumstances or FRA actions that the Subcontractor considers to constitute a change to this Subcontract. The Subcontractor shall notify the FRA Procurement Specialist in writing of any actions, inactions, or communications by FRA that the Subcontractor regards as a potential change to the Subcontract. This notice requirement does not apply to formal change orders identified as such in writing and signed by the FRA Procurement Specialist pursuant to the Subcontract's Changes clause. The Subcontractor shall

provide the notice promptly, but no later than ten (10) calendar days from the date that the Subcontractor identifies the potential change. Based on the most accurate information available to the Subcontractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each FRA individual and Subcontractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose; and
- (5) The elements of Subcontract performance for which the Subcontractor may seek an equitable adjustment under this clause.

### **G3. Invoices**

All invoices shall be emailed to [apinvoices@fnal.gov](mailto:apinvoices@fnal.gov) with a copy to the Procurement Specialist at [keichten@fnal.gov](mailto:keichten@fnal.gov). The subject line of the email shall state the Subcontractor's name and the Subcontract number.

If the Subcontractor is unable to submit an invoice by email, it may submit the invoice to the following address:

FRA Accounts Payable  
Fermi National Accelerator Laboratory  
P.O. Box 500—Mail Station 112  
Batavia, IL 60510

#### **G3.1. General Invoice Requirements**

Invoices shall be sent electronically to [APINVOICES@FNAL.GOV](mailto:APINVOICES@FNAL.GOV).

##### **Invoices shall contain the following information:**

1. Subcontractor name as stated in the Subcontract
2. Remittance address
3. Telephone number and/or email address of person requesting payment
4. Subcontractor's statement that the invoice is correct
5. FRA purchase order/subcontract number
6. Invoice number
7. Invoice date
8. Total invoice amount
9. Description, incurred cost, and quantity of material, property, or services delivered or completed
10. For services: A detailed description of services provided and dates of service
11. For goods received: Date shipped or date of delivery
12. Payment terms
13. Shipping terms and required documentation. A copy of pre-paid freight bill is required if charge is \$250 or more.
14. Other documentation as required by the Subcontract

### **G3.2. Additional Invoice Documentation Required for Cost Type Subcontracts**

All invoices for labor shall indicate the labor classifications furnished, and the consolidated number of hours worked by each classification, the direct labor rates, and the approved provisional indirect billing rates or final rates applicable to the incurred labor hours. All invoices including material or other direct costs shall show the actual material or other direct costs incurred burdened with the applicable approved provisional indirect billing rates or final rates.

All invoices including travel costs shall include copies of receipts or other documentation supporting the direct travel costs.

### **G3.3. Special Invoice Requirements**

- a. Invoices shall be submitted weekly. No partial payment requests will be considered for hours worked.
- b. All invoices shall be emailed to [apinvoices@fnal.gov](mailto:apinvoices@fnal.gov) and to the Procurement Specialist at [keichten@fnal.gov](mailto:keichten@fnal.gov). The subject line of the email shall state the Subcontractor's name and the Subcontract number.
- c. All invoices shall include: Subcontract number; SLIN; Subcontractor's name (including business heading or logo); invoice date; unique invoice number; and remittance address; and should sufficiently identify and support the payment requested.

### **G4. Travel Expenses Reimbursable—Invoices**

No foreign travel is anticipated for or under this Subcontract. For domestic travel, actual travel expenses shall be reimbursable based upon FRA/Fermilab's travel policy, which is based in part upon the Federal Travel Regulations (FTR), and only to the extent expended on FRA's requirements. Travel and expenses agreed to be necessary for the performance of duties will be reimbursed, not to exceed U.S. Government per diem rates. If an overnight stay is required, reimbursement for lodging and meals and incidental expenses (MIE) are limited to the Government Services Administration (GSA) rate in effect for where the traveler stays, not where the services are performed.

A link to the FTR page is as follows: <http://www.gsa.gov/travel-resources>.

All invoices for travel shall provide the following information and documentation:

- a. Itemized cost by day for transportation (by kind of transportation): mileage; lodging; per diem; tips; and miscellaneous.
- b. Receipts for any cost over \$75.00.
- c. Documentation showing the travel was authorized by the FRA Technical Representative.

## **G5. FRA Furnished and Subcontractor Acquired Property**

FRA does not plan to furnish materials, equipment or supplies under this Subcontract.

Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor's cost proposal for this Subcontract and for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by FRA's Procurement Representative.

The Subcontractor shall notify FRA Procurement Representative upon receipt of any Subcontractor Acquired Property (SAP). These notifications shall include a detailed description of each item to include the manufacturer, model and serial numbers, the quantity, the acquisition cost, dates of acquisition and receipt, and the specific location of the SAP (building and room numbers). All SAP shall be identified, utilized, accounted for, and protected in accordance with the *Property* clause (DEAR 970.5245-1) incorporated in Attachment J-3 FRA Terms and Conditions for Cost Reimbursable Subcontracts for LBNF/DUNE-US SDSTA Logistics Support Services. Disposition of such property shall be as directed by the FRA Procurement Specialist. For such property, the Subcontractor shall submit, upon request, a completed *Final Property Certification* form, as incorporated herein or provided, confirming the property disposition.

## **G6. Closeout**

The Subcontractor shall, as a condition of full payment, assist FRA after the completion of the work in accomplishing the administrative closeout of this Subcontract, including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required assignment or release documents, the performance of any audits, and the settlement of any interim or disallowed costs.

## **G7. LBNF Construction Coordinators**

The LBNF Construction Coordinators are:

- Colton Clark
- David Bressler
- Douglas Breed
- Nathan Strasbaugh
- David Smith

## **Section H—Special Subcontract Requirements**

### **H1. Supervision**

FRA employees shall not direct or supervise Subcontractor's employees, either directly or indirectly. The Subcontractor is solely responsible for directing and supervising its employees.

### **H2. Technical Direction**

(a) Performance of the work under this Subcontract shall be subject to the technical direction of the FRA Technical Representative. The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Subcontractor that redirects Subcontract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Subcontractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the Subcontract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Subcontractor to FRA.

(b) Patrick Weber is the FRA Technical Representative.

(c) Technical direction must be within the scope of work stated in the Subcontract Statement of Work. The FRA Technical Representative does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) In any manner causes: an increase or decrease in the Total Estimated Cost of the Cost type Subcontract; the funding limitation indicated in the Total Sum Allotted clause; or changes the period of performance of the Subcontract specified in Section F;
- (4) Changes any of the expressed terms, conditions, or specifications of the Subcontract; or
- (5) Interferes with the Subcontractor's right to perform under the terms and conditions of the Subcontract.

(d) All technical direction shall be issued in writing by the FRA Technical Representative.

(e) The Subcontractor must proceed promptly with the performance of technical direction duly issued by the FRA Technical Representative in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Subcontractor, any instruction or direction

by the FRA Technical Representative falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Subcontractor must not proceed and must notify the FRA Procurement Specialist in writing within five (5) working days after receipt of any such instruction or direction and must request that the FRA Procurement Specialist modify the Subcontract accordingly. Upon receiving the notification from the Subcontractor, the FRA Procurement Specialist must—

- (1) Advise the Subcontractor in writing within thirty (30) days after receipt of the Subcontractor's letter that the technical direction is within the scope of the Subcontract effort and does not constitute a change under the Changes clause of the Subcontract;
- (2) Advise the Subcontractor in writing within a reasonable time that FRA will issue a written change order; or
- (3) Advise the Subcontractor in writing within a reasonable time not to proceed with the instruction or direction of the FRA Technical Representative.

(f) A failure of the Subcontractor and FRA Procurement Specialist either to agree that the technical direction is within the scope of the Subcontract or to agree upon the Subcontract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

### **H3. Additional Requirements**

Subcontractor compliance with all the orders, regulations, plans, manuals, and other directives listed in the Statement of Work and in the Incorporated Documents is a material term of this Subcontract.

### **H4. Changes**

FAR Clause 52.243-2, *Changes—Cost Reimbursement (Aug 1987)* with its *Alternate I (Apr 1984)*, which is referenced in Attachment J-3, FRA Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US SDSTA Logistics Support Services, applies to this Subcontract instead of the full text Clause 5—*Changes and Modifications* in Attachment J-2, FRA General Terms and Conditions for Services.

### **H5. Termination (Cost Reimbursement)**

FAR Clause 52.249-6, *Termination (Cost Reimbursement) (May 2004)* with its *Alternate II (Sep 1996)*, which is referenced in Attachment J-3, FRA Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US SDSTA Logistics Support Services, applies to this Subcontract instead of FAR Clauses 52.249-2, *Termination for Convenience of the Government (Fixed Price) (Apr 2012)*, and 52.249-8, *Default (Fixed Price Supply and Service) (Apr 1984)*, which are referenced in Attachment J-2, FRA General Terms and Conditions for Services.

### **H6. Additional Subcontract Terms for Work Performed at the Sanford Underground Research Facility**

"SDSTA" means the South Dakota Science and Technology Authority, created by the South Dakota legislature, and operator of the Sanford Underground Research Facility (SURF).

"SURF" means the Sanford Underground Research Facility, located in Lead, South Dakota, and which is the Far Site for the LBNF Project of Fermilab.

## **H7.1. SURF Site or Facility Access**

The Subcontractor and lower-tier subcontractors shall comply with all SDSTA requirements for access to the SURF site and facilities, if such access is required for performance of this Subcontract.

Acknowledgment of Risk. Subcontractor is advised that all natural persons who enter the underground property at the SURF site are required to declare that they have investigated and been advised on the risks associated with going underground. All persons entering the underground property will be required to sign an Acknowledgement of Risk as required by SDSTA.

Release, Agreement Not to Sue and Waiver (the "Release"). Subcontractor is advised that all natural persons who enter or conduct work or activities directly related to the underground property at the SURF site must agree to release, discharge, and not sue SDSTA, the State of South Dakota, other Homestake entities identified in the Release and their respective officers and employees from and against any and all actions, suits, damages, liability, or other proceedings. The required form of Release will be provided by SDSTA.

The Subcontractor shall comply with SDSTA's environmental, safety, and health requirements for any work performed at the SURF site.

## **H7.2. Insurance Requirements for Work Performed at SURF Site**

Insurance requirements for this Subcontract are established by FRA and the SDSTA Risk Transfer Protocols (for work occurring on the SURF site). Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, comply with the Insurance Requirements Exhibit to this Subcontract (which attaches the SDSTA Risk Transfer Protocols and its exhibits), which are based upon the applicable category of risk, and provide the applicable certificates of insurance as set out in the Insurance Requirements Exhibit.

## **H8. Requirement for Notice To Proceed to Commence Physical Rigging Work**

FRA intends to directly acquire Builder's Risk Insurance covering SDSTA-owned Ross Shaft and Hoist and General Liability limits acceptable to Homestake Mining Co. of California under the Property Donation Agreement on behalf of the Subcontractor for liability for bodily injury arising out of physical rigging work to be performed by the Subcontractor under this Subcontract. FRA's acquisition of the Builder's Risk or General Liability Insurance may not be completed by the performance start date of this Subcontract. Therefore, the Subcontractor shall not commence the performance of any physical rigging work until such time as FRA issues a Notice To Proceed for such work. The Subcontractor may proceed with work by professional staff to plan for the rigging work prior to FRA issuing the Notice To Proceed with the physical rigging work.

It is understood by both parties that the estimated cost of the Builder's Risk Insurance and General Liability Insurance for performance of the physical rigging requirements is not included in the Total Estimated Cost of this Subcontract. The actual cost of acquiring the Builder's Risk Insurance and General Liability Insurance for performance of the physical rigging requirements is not reimbursable under this Subcontract.



## **Section I—Subcontract Clauses**

### **I1. General Clauses**

The general terms and conditions for this Subcontract are as listed in Attachments J-2 through J-6. The clauses listed in those Attachments shall be applicable to this Subcontract as stated therein based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work. The Subcontractor shall flow down to sub-tier subcontractors the clauses as specified in those Attachments.

## Section J—List of Documents, Exhibits, and Other Attachments

### J1. Incorporated Documents

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

Number	Description/Title	Date
J-1	Performance Work Statement	March 15, 2021
J-2	FRA General Terms and Conditions for Services	December 2020
J-3	FRA Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US SDSTA Logistics Support Services	March 2021
J-4	Organizational Conflicts of Interest	January 2007
J-5	Insurance Requirements for FRA Subcontracted Work at SURF Risk Category 3	February 2018
J-6	Risk Transfer Protocols for Contractors and Project Sponsors	June 2016
J-7	U.S. Department of Labor Wage Determination No. 2015-5377, Revision 14	December 21, 2020
J-8	Environmental, Safety, and Health Requirements	January 2019
J-9	Small Business Subcontracting Plan	January 27, 2021
J-10	SURF Access Restrictions	February 2021

## **Attachment J-1**

### **Performance Work Statement**

**Performance Work Statement**  
**LBNF/DUNE-US SDSTA Logistics Support Services**  
**March 15, 2021**

1. **General:** Performance Work Statement (PWS) prepared for Fermi Research Alliance, LLC (FRA) consideration.

1.1. **Introduction:** The South Dakota Science and Technology Authority (SDSTA) has prepared this PWS in response to the Request For Proposal (RFP) LBNF-7746-KE for Long Baseline Neutrino Facility/Deep Underground Neutrino Facility–United States (LBNF/DUNE-US) Logistics Support Services. The SDSTA currently supports FRA/LBNF through the FRA Ross Shaft Logistics Subcontract No. 654406, which ends March 31, 2021.

1.2. **Scope:** The SDSTA is submitting this PWS for the purpose of providing logistical services to the FRA/LBNF Project and its Subcontractors. With respect to this PWS, the Sanford Underground Research Facility (SURF) systems that are most involved in supporting the LBNF Project includes the Ross Shaft, service hoist, production hoist, cage, skips, headframe, Ross Top area, and ancillary support systems. These systems will be used to transport:

- FRA/LBNF personnel and its Subcontractors back and forth from the surface to the required underground levels that will host LBNF and its associated support systems.
- Materials, supplies, equipment, and waste in support of FRA/LBNF and its Subcontractors.
- Waste rock generated during the LBNF excavation from the skip pocket to the Ross crusher.

To operate and maintain these systems the SDSTA will provide trained shaftpersons, hoist operators, top landers, and management and safety oversight. The Ross Shaft is intended to be available to FRA/LBNF and its Subcontractors 85% of any given week. Limited access may be provided during certain maintenance activities upon agreement by both parties. The remaining 15% is dedicated toward inspections and maintenance activities. The 85%/15% ratio is subject to change depending on unforeseen conditions and large-scale maintenance events.

This agreement will largely be supported by the Operations Division with the SDSTA organization. Operations is composed of four separate departments, each having its own department director. The departments include: Engineering, Surface Operations and Utilities, Underground Operations, and Hoists and Shafts. The implementation of the Hoists and Shafts Department will be finalized in quarter one of Calendar Year 2021 to better serve science and collaborations and Subcontractors. The current organizational chart for the Division and Hoists and Shafts Department can be found in Appendix B to this PWS.

This PWS follows a document structure based on project objectives and information provided in the LBNF-7746-KE RFP issued to the SDSTA on January 7, 2021. Each objective outlines a specific task, whether technical or management-related, and is

followed by an SDSTA response as to how the SDSTA intends to address the RFP requirement.

FRA reserves the right to access the work SDSTA is performing on the Subcontract for purposes of verifying the quality and safety of the work performed. FRA will coordinate with SDSTA to ensure this verification does not impede the performance of the work.

- 1.3. Period of Performance:** The period of performance shall be for three (3) years, April 1, 2021, through March 31, 2024.

## **2. Technical Objectives**

- 2.1.** FRA/LBNF requires SDSTA to operate the Ross Shaft hoists and provide Ross Shaft personnel at the Ross cage to communicate with the hoist operators at times when the sole use of the shaft is in support of LBNF construction.

- **SDSTA Response to 2.1:** The SDSTA will provide trained personnel to operate the Ross service and production hoists. 24/7 coverage will be maintained for the operations of both hoists. The SDSTA will provide trained personnel to operate the cage, which is used for the transport of personnel and materials throughout the length of the shaft. 24/7 coverage will be maintained for cage operations. Radios will be used to facilitate communication between the shaftpersons and the hoist operators. Communication protocols will follow SDSTA documented procedures. Separate radio channels will be designated for each service hoist and production hoist. Redundant and sparing of radios will be required.

- 2.2.** The LBNF Project requires use of the existing shafts to move people and equipment from the surface to various underground levels to support LBNF construction activities, as well as other select support activities.

- **SDSTA Response to 2.2:** The SDSTA has two functioning shaft systems that span from the surface to the underground levels that the LBNF Project will access. SDSTA personnel operating the Ross and Yates Shaft systems (i.e., hoists and conveyances) work a 7-day on, 7-day off schedule. These personnel will work a 12.5-hour day shift or 12.5-hour night shift. The primary access point for the LBNF Project will be through the Ross Shaft. Of the 14 individual shifts throughout a 7-day period at the Ross, 12 of those shifts are dedicated to supporting LBNF construction activities (11 shifts during weeks that require additional maintenance access). This will occur 1 week in 4 (See Table 1). Hours invoiced may vary based on activities required that week.
- FRA will designate a specific FRA resource who the SDSTA will coordinate with for the purposes of developing a shaft schedule that allows for the transport of personnel and materials on a regular basis through the Ross Shaft. The Yates Shaft will serve as a secondary access point to underground levels that need to be accessed by the LBNF Project. If needed, the Yates can accommodate the transport of up to 10 LBNF

personnel per day on day shift. The Yates operates 4 days out of a 7-day week. The remaining 3 days are dedicated to shaft maintenance. This is in accordance with the SURF Access Restrictions (Subcontract Attachment J-10).

**Table 1.**  
*Graphical representation of hours/days of access afforded to FRA/LBNF and its Subcontractors*

Hours Available Weeks 1 thru 3	39 weeks out of 52 weeks							
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Day Shift	11	11	11	11	11	MX/INSP	11
	Night Shift	11	11	11	11	11	MX/INSP	11

Hours Available Week 4	13 weeks out of 52 weeks							
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Day Shift	11	11	11	11	MX/INSP	MX/INSP	11
	Night Shift	11	11	11	11	MX/INSP	11	11

- 2.3.** SDSTA will work with FRA/LBNF and its Subcontractors to support development of detailed schedules for movement of personnel and equipment (i.e., trip planning) to facilitate LBNF construction based on identified construction activity schedule requirements and in accordance with established standard operating procedures (SOPs) and the operating limits of existing infrastructure and conveyances.

**SDSTA Response to 2.3:** The Ross Shaft will serve as the primary access point to support LBNF construction, whereby FRA/LBNF personnel, contractors, subcontractors, and vendors will be transported. The Yates Shaft will serve as a secondary access point. The SDSTA will assist in schedule development to accommodate the movement of personnel, materials, and standard and nonstandard loads. The SDSTA will require FRA/LBNF and its Subcontractors to use the Trip Action Plan for managing the transport of persons through the Ross and Yates Shafts. The Manifest Tracking System for managing the transport of equipment and materials is required for use of the Yates Shaft (See Appendix C to this PWS). When moving material, supplies, and equipment through the Ross Shaft, an agreed to scheduling medium will be developed by the SDSTA and FRA/LBNF and its Subcontractors. FRA/LBNF should ensure the operating limits of the hoisting systems are not exceeded. The SDSTA will verify the operating limits of the hoisting systems are not exceeded. The SDSTA understands that the flow of a large-scale construction project will take on many shapes throughout the project and is prepared to support LBNF through these changes. Daily (or by shift) communication will be required to coordinate the transport of needed resources. The SDSTA is also prepared to support schedule development for activities that are other than routine loads. This would usually include the specific scheduling of large or complex loads or explosives.

**2.4.** The Subcontractor shall execute daily movement plans in accordance with the detailed schedule and advise the LBNF Construction Coordinator as soon as possible when delays occur due to equipment malfunctions or other operational delays affect the daily movement plan. The movement of materials will include any necessary rigging for slung loads.

- **SDSTA Response to 2.4:** The SDSTA understands the importance of shaft and hoist systems reliability to support FRA/LBNF construction milestones. The SDSTA performs a robust program of inspections and preventative maintenance activities to ensure reliable and safe access to the underground via the shafts. The SDSTA will make the LBNF Construction Coordinator aware of scheduled inspections and maintenance activities that may impact shaft access. The SDSTA fully expects to advertise, in advance, any scheduled interruptions to LBNF construction due to a large-scale planned event so that alternative plans can be made. The SDSTA understands the importance of communicating with FRA/LBNF in the event there is a disruption to normal operations that was not expected. Each shaft crew has a designated foreman who can communicate directly with the LBNF Construction Coordinator once a problem has been detected that can lead to an interruption of service.
- The SDSTA will carry an inventory of rigging materials used for routine slung loads to include chains, straps, slings, clevis', pins, etc. Rigging inventory will be inspected and kept in good working order. The SDSTA will communicate with, and coordinate with, the FRA/LBNF and its Subcontractors in the event a nonstandard/noninventoried rigging item is needed to be provided by FRA/LBNF. Specific rigging requirements needed by FRA/LBNF are unknown at this time; however, SDSTA will provide staff who are industry-certified in the field of rigging. The SDSTA will provide personnel that are certified at Level-1, Signalman, Level-2, and Master Rigger levels. Since the number of slung loads is unknown at this time, the SDSTA will assume the mobilization and demobilization of 6 jumbo drills, 12 LHDs, and 15 pieces of additional equipment when estimating SDSTA staff support specific to rigging. Rigging/lift plans will be developed in accordance with SDSTA SOPs. Engineering support from FRA/LBNF and its Subcontractors shall be required to identify load characteristics and design support systems for the safe transport of materials and equipment.

**2.5.** SDSTA shall also be responsible for facilitating LBNF construction activities through the Yates Shaft and underground when coordinated. Real-time coordination of movement between SDSTA personnel at or in the Ross Shaft with shaft operators shall be required.

- **SDSTA Response to 2.5:** The SDSTA is prepared to support the FRA/LBNF Project through use of the Yates Shaft. These activities will need to be balanced against SDSTA's ability to support other activities

funded within the SDSTA/U.S. Department of Energy (DOE) Cooperative Agreement (CA). The SDSTA has reserved room for 10 FRA/LBNF-related persons to access the underground via the Yates Shaft 4 days per week on day shift subject to advance planning, which aligns with the same days of support given to other experiments. Material loads via the Yates Shaft may also be supported with advance planning and utilization of the Yates Manifest Tracking system. The Yates service hoist and shaft operations is staffed 24/7 with trained personnel. See Appendix C to this PWS as a scheduling example.

- 2.6.** SDSTA will be required to relocate existing SDSTA-owned materials and equipment at the Ross Complex (headframe, yard, crusher building) that would otherwise interfere with planned LBNF construction activities. In these situations, SDSTA will have responsibility for the entire process of relocation.

- **SDSTA Response to 2.6:** Only those equipment, materials, and supplies needed by the SDSTA to operate and maintain the Ross Shaft will remain in the vicinity of the Ross Top. The SDSTA will coordinate with FRA/LBNF and its Subcontractors to allocate space.

- 2.7.** SDSTA also has responsibility for housekeeping as related to activities directly performed by SDSTA.

- **SDSTA Response to 2.7:** The SDSTA has the responsibility to maintain work areas in a clean and orderly fashion. Various levels of cleanliness are to be expected in a “mining” environment, which can be greatly impacted by seasonal influences. Travel ways maintained by the SDSTA shall remain passable, and general tidiness of the work area is expected and garbage collected.

- 2.8.** SDSTA may also be required to support other FRA/LBNF activities. This support may also include operation of any SDSTA-owned lifting equipment in the support of LBNF construction.

- **SDSTA Response to 2.8:** Upon agreement between SDSTA and FRA, SDSTA will support FRA/LBNF activities including the operation of any SDSTA lifting equipment necessary to support LBNF construction. It is the intention of the SDSTA to support the LBNF construction effort when possible. The SDSTA understands that routine cleaning of the sump and cleaning of the sump upon an accidental skip spill will be the responsibility of FRA/LBNF and its Subcontractor.



### 3. Management Objectives

**3.1.** FRA has subcontracted with SDSTA to complete the Ross Shaft Rehabilitation under a separate, ongoing Subcontract. The scope in this Statement of Objective (SOO) is complementary to, and exclusive of, the Ross Shaft Rehabilitation scope of work. It is not expected that the Ross Shaft Rehabilitation work will be performed under this Subcontract. SDSTA management attention to assure the contractual activities are clearly coordinated and not overlapped is required during the performance of this Subcontract.

- **SDSTA Response to 3.1:** The SDSTA understands that Ross Shaft Rehabilitation work will be conducted under a separate agreement. A separate work breakdown structure (WBS) will be created to allow for accurate time charging when staff execute work scope defined in this agreement. The Ross Shaft Superintendent communicates to the staff as to what WBS element is to be charged depending on the task. The Ross Shaft Superintendent will also verify the content and approve time sheets before sending to the SDSTA Finance Department. The SDSTA Finance Department will also reconcile time sheets and communicate with the Ross Shaft Superintendent if discrepancies are found. The SDSTA will conduct maintenance and inspection services for the Ross Shaft and Hoists systems as defined in the DOE/SDSTA CA. Labor and nonlabor used in the execution of tasks covered by the CA will be charged accordingly.

**3.2.** The schedule for this scope of work during this time is assumed to match the requirements of LBNF activities. These activities may include maintenance performed under this Subcontract that does not overlap in scope with general SDSTA maintenance of the Ross Shaft covered by other subcontracts. The LBNF Subcontractors will schedule their activities in the shaft in coordination with FRA/LBNF and SDSTA.

- **SDSTA Response to 3.2:** It is understood by the SDSTA that the Ross Shaft is primarily dedicated to support the FRA/LBNF Project. The SDSTA will share schedule information with FRA/LBNF and its Subcontractors, specifically times when the shaft is unavailable due to inspection or maintenance activities. The SDSTA will coordinate, meet with, and discuss the scheduling needs of FRA/LBNF and its Subcontractors on a regular basis. Coordination methods for this purpose during phase 1A have been adequate and should be replicated.
- Under the DOE/SDSTA CA, it is expected that normal wear and tear to the shaft, hoists, and conveyances will be addressed as part of routine maintenance and inspection. Normal wear and tear would be described as, a result of events that, over time, would cause the deterioration of surfaces, hinge points, pivot points, connecting points, latches, and other mechanical features. Unwanted events stemming from the FRA/LBNF construction effort causing damage above and beyond normal wear and tear to the shaft and hoists systems that would require remediation are not

addressed under the DOE/SDSTA CA as a basic support to SURF users. If an incident were to occur within the shaft/hoisting systems, an investigation will be performed to determine the root cause(s).

**3.3.** The expectation is the LBNF Projects will have full shaft availability when the shaft systems are not undergoing maintenance or being used for emergency egress. For every 3-month period of performance, SDSTA shall provide a report detailing shaft availability for LBNF activities. This report shall be provided within 10 business days at the end of the 3-month period.

- **SDSTA Response to 3.3:** FRA/LBNF and its Subcontractors will have access to the Ross Shaft to conduct day-to-day business outside of the SDSTA inspection/maintenance schedule or emergency. See Sections 4.1–4.4 for additional details. On a weekly basis the Ross Shaft Superintendent reports to SDSTA management on the percent of time available to FRA/LBNF and its Subcontractors compared to the time scheduled. Data collected will be shared with FRA/LBNF as well.

**3.4.** SDSTA shall provide an update to FRA within 12 hours of any unplanned shaft unavailability that lasts longer than 15 minutes outlining current information on the unavailability, a preliminary timeline to rectify the issue and a plan for next steps to gain more information.

- **SDSTA Response to 3.4:** The SDSTA will alert the FRA/LBNF within 12 hours of any unplanned interruption to service lasting longer than 15 minutes that impedes the FRA/LBNF mission. At a minimum the SDSTA will be able to identify if the issue is with the shaft systems or hoisting systems. FRA/LBNF will be informed if the issue causing the delay has been corrected, and if so, what actions were taken. If the interruption to service persists, the SDSTA will propose an interval as to providing the plan for recovery and status throughout the recovery effort.

**3.5.** SDSTA shall identify a Project Manager for this Subcontract.

- **SDSTA Response to 3.5:** The SDSTA has designated the SDSTA Department Director for Hoists and Shafts as the Project Manager for this Subcontract. The Director will have access to scheduling, budgeting, and performance data relative to this Subcontract. The Director will also serve as the FRA/LBNF point-of-contact for management-level discussions, project planning, and problem resolution.

**3.6.** SDSTA shall provide trained, experienced crews to support this work sufficient to meet LBNF requirements and schedules. This may include service contracts as required.

- **SDSTA Response to 3.6:** The SDSTA intends to maintain the same staffing levels for this agreement that are in place for the FRA Ross Shaft Logistics Subcontract No. 654406, with the addition of the Project Manager for the Subcontract who is the SDSTA Department Director for Hoists and

Shafts. (See Appendix B to this PWS.) This level of staffing has proven to provide the required access needed by FRA/LBNF and its Subcontractors during the 1A construction phase. Additional staffing for rigging will be made available for this Subcontract. The SDSTA has established service subcontracts with trades commonly found in the industry. The SDSTA also has the ability to bring on additional resources through established contracting mechanisms.

A Quality Assurance Surveillance Plan is attached to this Performance Work Statement as Appendix A.

#### **4. Performance Requirements**

##### **4.1. Availability**

- The Ross Shaft has set a mark of being operationally available to the FRA/LBNF and its Subcontractors at 97% of the time reserved for project-specific use over the course of a 12-shift week (contingent on DOE funding availability to sustain hoisting and shaft operations and maintenance and baselining hoisting systems reliability over the first year of full operations). See Table 1 to determine shaft availability. (Mark = 7,682 minutes of availability out of a possible 7,920 minutes for 12 shifts). 97% availability does not include restrictions arising from: acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather.

##### **4.2. Cage Operations (Personnel)**

- The Ross Cage will operate within the capacity limits captured within the SURF Underground Access Specifications Document No. 160306 (Subcontract Attachment J-10) for the purposes of moving personnel throughout the shaft, subject to temporary administrative changes in these capacities, e.g. COVID-type safety restrictions. Cage operators and hoist operators will be made available to support FRA/LBNF and its Subcontractors by overseeing the boarding/disembarking of the cage as well as hoist to shaft communications. 90% of the cage availability will be reserved for FRA/LBNF and its Subcontractors' use, as periodic cage space may be required for SDSTA operations personnel that maintain systems that can only be accessed via the Ross Shaft.

##### **4.3. Cage Operations (Materials/Supplies/Equipment)**

- The Ross Cage will operate within the capacity limits captured within the SURF Underground Access Specifications Document No. 160306 (Subcontract Attachment J-10) for the purposes of moving materials, supplies, and equipment throughout the shaft, subject to temporary administrative changes in these capacities. Cage operators, top landers, and hoist operators will be made available to support FRA/LBNF and its Subcontractors by overseeing the loading/unloading of the cage, as well as hoist to shaft communications. Cage operations will deliver and retrieve scheduled loads at the designated shaft

stations at the direction of FRA/LBNF and its Subcontractors. Material moves for other operations and support to science through the Ross Shaft will be coordinated.

#### **4.4. Skipping Operations**

- Ross skips will operate within the capacity limits captured within the SURF Underground Access Specifications Document No. 160306 (Subcontract Attachment J-10) for the purposes of moving waste rock throughout the shaft. Ross production hoist operators will be in radio contact with FRA/LBNF/Subcontractor skip pocket operators and crusher operators to coordinate skip travel. Use of skips and the skip compartments for other hoisting and movement operations will be subject to negotiations.

#### **4.5. Material Handling**

- FRA/LBNF and its Subcontractors are responsible for managing deliveries of materials, supplies, and equipment to the Ross Top. FRA/LBNF and its Subcontractors are responsible for managing the storage and protection of their materials, supplies, and equipment within the Ross Top. The SDSTA will assume responsibility of material handling after the specific load has been scheduled for transfer through the shaft and delivered to the rail system that extends out of the Ross Headframe. The SDSTA will coordinate with FRA/LBNF and its Subcontractors for the purposes of transporting the load via the cage, rolling stock or slinging underneath the cage. The SDSTA will lower loads through the shaft and deliver at the shaft station(s) as needed. FRA/LBNF and its Subcontractors will be responsible for transport of the loads from the station to the required work area on the given level. These steps will be reversed when loads are required to go up the shaft.

### **5. Constraints**

#### **5.1. Ross Shaft Access**

- Day shift shaft availability is from 6:30 AM to 5:30 PM, night shift shaft availability is from 6:30 PM to 5:30 AM.
- Eleven hours per shift is available to FRA/LBNF and its Subcontractors to set cage schedule in coordination with SDSTA, except on shifts designated for maintenance and inspection.
- SDSTA staff, users, and Subcontractors will utilize the Ross Shaft on an as needed basis through coordination with FRA/LBNF and its Subcontractors per Section 4.

#### **5.2. Maintenance and Inspection**

- During 3 of the 4 weeks in a month, the SDSTA requires two back-to-back shifts to conduct maintenance and inspections.
- During 1 of the 4 weeks in a month, the SDSTA requires three back-to-back-to-back shifts to conduct extended maintenance in the pump rooms that can only be

accessed via the Ross Shaft. One of the 3-day shifts must be on a weekday (M–F).

- FRA/LBNF and its Subcontractors can be lowered into the underground and brought out at the beginning/end of shift only (one cage), on shifts reserved for maintenance and inspection.
- No transporting of loads will happen during maintenance and inspection shifts.
- Actual days of the week designated for maintenance and inspection are negotiable between SDSTA and FRA based on FRA's activities.
- The Ross and Yates Shafts will be available for emergency/secondary egress, exceptions where only one shaft is available to be advertised.
- Skipping waste rock is prohibited during maintenance and inspection shifts.

**5.3. SDSTA Recognized Holidays:** The SDSTA will negotiate with FRA/LBNF for access on SDSTA observed legal holidays and any other holiday proclaimed by the Governor of South Dakota.

1. New Year's Day, January 1
2. Dr. Martin Luther King Jr. Day, Third Monday in January
3. Presidents' Day, Third Monday in February
4. Memorial Day, Last Monday in May
5. Independence Day, July 4
6. Labor Day, First Monday in September
7. Native Americans Day, Second Monday in October
8. Veterans Day, November 11
9. Thanksgiving Day, Fourth Thursday in November
10. Christmas Day, December 25

**5.4. Deep-Well Pump Replacement**

FRA/LBNF shall accommodate replacement of SDSTA deep well pump system every 18 months on average. Accommodation includes providing shaft availability to deliver parts and material and providing access around #6 Winze at the 4550 L, 4850 L, and 5000 L for removal and replacement of the pump. Typical replacement is a 30-calendar day activity. FRA/LBNF access is still allowed during this repair time.

**5.5. Yates Shaft Access**

The Yates Shaft shall be available for use by up to 10 FRA/LBNF personnel and its contractors on alternating 4-day weeks on day shift (Monday through Thursday one week, Tuesday through Friday the next). Specific cage schedule is to be provided by SDSTA.

**5.6. Closure Due to Weather**

- A minimum of 7 weather closure days (14 shifts) for the entire property shall be planned for per calendar year, limiting all site access.
- Thirty days of inclement weather shall be planned for per calendar year, impacting work at the surface.

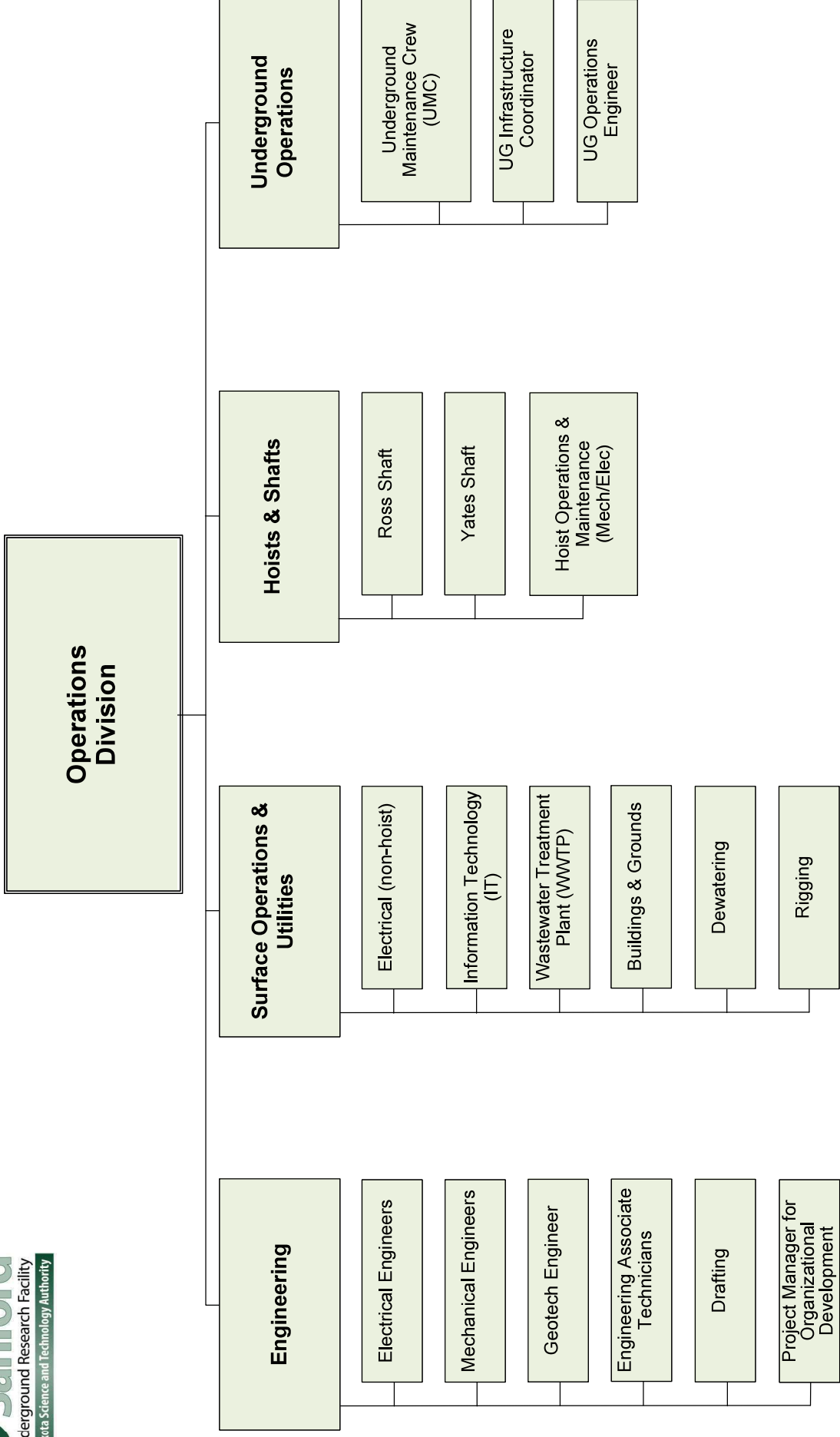
## Appendix A to Performance Work Statement for LBNF/DUNE-US SDSTA Logistics Support Services

### Quality Assurance Surveillance Plan

	Performance Standards	Acceptable Quality Level	Method of Surveillance	Non-reimbursable costs
PWS Section 4 Performance Requirements	FRA/LBNF requires SDSTA to operate the Ross Shaft hoists and provide Ross Shaft personnel at the Ross cage to communicate with the hoist operators at times when the sole use of the shaft is in support of LBNF construction	SDSTA provides access to the hoist and personnel to communicate with Hoist Operators at all times required. Delays over 15 minutes will be considered unacceptable.	Delays in the shaft will be reported during weekly progress meetings.	FRA will not reimburse SDSTA for labor and other costs incurred during periods of delay caused by the SDSTA and exceeding one hour, and SDSTA shall not include such costs in its invoices to FRA.
PWS Section 4 Performance Requirements	SDSTA will work with FRA/LBNF and FRA/LBNF subcontractors to support development of detailed schedules for movement of personnel and equipment.	SDSTA provides input to FRA/LBNF's and FRA/LBNF subcontractors' schedules as requested.	Schedules will be reviewed during weekly progress meetings.	The cost of schedule delays caused by lack of SDSTA input will not be reimbursed by FRA and SDSTA shall not include such costs in invoices to FRA.

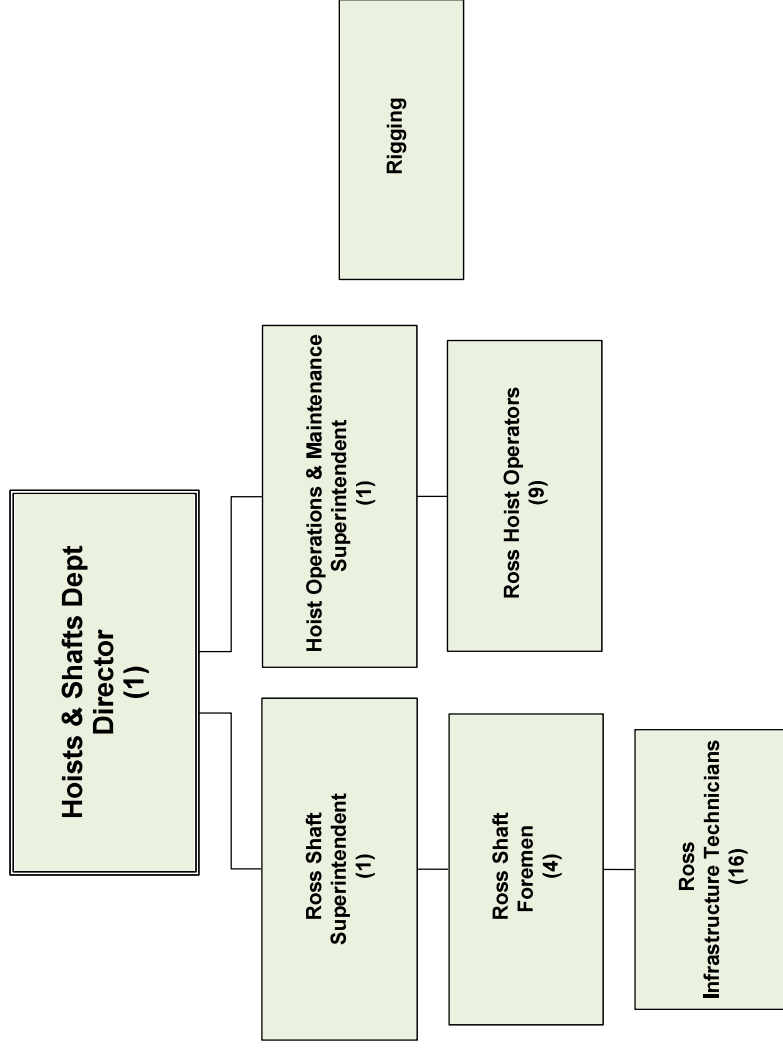
**Appendix B to Performance Work Statement for LBNF/DUNE-US  
SDSTA Logistics Support Services**

**Organization Chart**





**SDSTA Staff Support to FRA/LBNF**



**Appendix C to Performance Work Statement for LBNF/DUNE-US  
SDSTA Logistics Support Services**

**Yates Shaft Scheduling Example**

DOWN CAGES PERSONNEL ALLOTMENT (YATES)

Assume 23 + 1 Cage Counts

WEEK 1							
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
6:30am DOWN	CAT 12	12	12	12	12	12	
	UMC 10	10	10	10			
	CHARLIE 1	1	1	1			
	TOTAL 23	23	23	23	12	12	12
7:00am DOWN	LZ 12	12	12	12			
	CASPAR 3	3	3	3			
	SCI COORD 1	1	1	1			
	CLINT 1	1	1	1			
7:30am DOWN	ROBYN 1	1	1	1			
	SIGMA-V 5	5	5	5			
	TOTAL 23	23	23	23	0	0	0
7:30am DOWN	SAFETY GUIDE WALK 13	13	13	13			
	OPS/ENG/WOLFS/GC/ETC 10	10	10	10			
	FERMI (10 was Agreed Max) 4	4	4	4			
	TOTAL 23	23	23	23	0	0	0
8:00am DOWN	BHUC 6	6	6	6			
	SARAH 1	1	1	1			
	SIGMA-V 2	2	2	2			
	MID 6	6	6	6			
11:30am DOWN	LZ 3	3	3	3			
	OTHER SCI 2	2	2	2			
	D RYNDERS 1	1	1	1			
	ERT/SAFETY/QUALITY 2	2	2	2			
6:30PM DOWN	TOTAL 23	23	23	23	0	0	0
	MISC. 23	23	23	23			
	TOTAL 23	23	23	23	0	0	0
	CAT 12	12	12	12	12	12	12
	TOTAL 12	12	12	12	12	12	12

OPS/ERT/OTHERS Allocated Cage/Headcount

SCIENCE RELATED Allocated Cage/Headcount

NOTE: PREPLANNED SITE VISITS SHOULD BE KEPT AT A MINIMUM WHILE CAGE HEADCOUNTS ARE RESTRICTED. TYPICAL SITE VISITS WILL UTILIZE THE 7:30AM DOWN CAGE (ANTICIPATE TYPICAL LOWER HEADCOUNT ON THIS CAGE RUN DAY TO DAY). SPECIAL CAGES IF THE 7:30AM CAGE IS FULL, REQUIRES EXECUTIVE LEVEL PERMISSIONS AND NEED TO BE PLANNED WELL IN ADVANCE.

WEEK 2							
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
6:30am DOWN	CAT 12	12	12	12	12	12	
	UMC 10	10	10	10	10	10	
	CHARLIE 1	1	1	1	1	1	
	TOTAL 12	12	23	23	23	12	12
7:00am DOWN	LZ 12	12	12	12	12		
	CASPAR 3	3	3	3	3		
	SCI COORD 1	1	1	1	1		
	CLINT 1	1	1	1	1		
7:30am DOWN	ROBYN 1	1	1	1	1		
	SIGMA-V 5	5	5	5	5		
	TOTAL 0	23	23	23	23	0	0
7:30am DOWN	SAFETY GUIDE WALK 13	13	13	13	13		
	OPS/ENG/WOLFS/GC/ETC 10	10	10	10	10		
	FERMI (10 was Agreed Max) 4	4	4	4	4		
	TOTAL 0	23	23	23	23	0	0
8:00am DOWN	BHUC 6	6	6	6	6		
	SARAH 1	1	1	1	1		
	SIGMA-V 2	2	2	2	2		
	MID 6	6	6	6	6		
11:30am DOWN	LZ 3	3	3	3	3		
	OTHER SCI 2	2	2	2	2		
	D RYNDERS 1	1	1	1	1		
	ERT/SAFETY/QUALITY 2	2	2	2	2		
6:30PM DOWN	TOTAL 0	23	23	23	23	0	0
	MISC. 23	23	23	23	23		
	TOTAL 0	23	23	23	23	0	0
	CAT 12	12	12	12	12	12	12
	TOTAL 12	12	12	12	12	12	12

## **Attachment J-2**

### **FRA General Terms and Conditions for Services**

**Rider to Fermi Research Alliance, LLC**  
**General Terms and Conditions for Services**

The second sentence of Clause 2 – Payment (Services), is modified to read as follows—

“Within 20 days after receipt of each invoice or voucher FRA shall, subject to the provisions of the Subcontract, make payment thereon as approved by FRA.”

**FERMI RESEARCH ALLIANCE, LLC**  
**GENERAL TERMS AND CONDITIONS FOR SERVICES**

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## **CLAUSE 1 - GENERAL PROVISIONS**

### **1.1 DEFINITIONS**

As used throughout this Subcontract, the following terms have the meanings set forth below:

“CFR” means the Code of Federal Regulations.

“Commercial item” and “commercially available off-the-shelf item (COTS)” have the meanings contained in Federal Acquisition Regulation, FAR, 2.101, Definitions.

“DEAR” means the Department of Energy Acquisition Regulation.

“DOE” means the United States Department of Energy or any duly authorized representative thereof.

“FRA” means Fermi Research Alliance, LLC, acting as operator and manager of the Fermi National Accelerator Laboratory under United States Department of Energy Prime Contract No. DE-AC02-07CH11359, and includes any successor to that Prime Contract or any duly authorized representatives thereof. FRA is the contracting entity for this Subcontract.

“FAR” means the Federal Acquisition Regulation.

“Fermilab” means the physical site and property that is the Fermi National Accelerator Laboratory.

“FRA Procurement Representative” shall mean the person in charge of administering this Subcontract for FRA or his or her written designee.

“Government” means the Government of the United States acting through the United States Department of Energy or its successor.

“Subcontract” means this Subcontract between FRA and the Subcontractor. “Sub-subcontracts” means the Subcontractor’s subcontracts. Except as otherwise provided in this Subcontract, “sub-subcontracts” includes purchase orders under this Subcontract.

“Subcontractor” means the party that has entered into this Subcontract with FRA. The lower case “subcontractor” means sub-subcontractors.

When an article, provision, or clause in this Subcontract uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless:

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition in the Subcontract;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the

provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in 1.1 applies.

## **1.2 SCOPE OF SUBCONTRACT (SERVICES)**

The scope of this Subcontract is to provide services as set forth in the Subcontract, Statement of Work, and incorporated documents.

This Subcontract is entered into under FRA's Prime Contract No. DE-AC02-07CH11359 with DOE for the operation and management of the Fermi National Accelerator Laboratory.

## **1.3 INDEPENDENT CONTRACTOR**

The Subcontractor is, and shall act as, an independent Subcontractor and the Subcontractor shall not be or act as the agent, employee or servant of FRA or the Government. Without limiting the generality of the foregoing, it is understood and agreed that:

- (a) All persons employed by the Subcontractor in the performance of this agreement shall be employees of the Subcontractor and not employees of FRA or the Government,
- (b) This Subcontract does not create a joint employer relationship for FRA or the Government; and
- (c) The Subcontractor shall not enter into any contract with a third party which purports to obligate or bind FRA or the Government.

## **1.4 ASSIGNMENT**

Neither this Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by FRA. FRA may assign, without Subcontractor's consent, the whole or any part of this Subcontract to the Government or its designee or to a successor contractor for operation and management of the Fermi National Accelerator Laboratory, and in such event this Subcontract shall continue in full force and effect.

## **1.5 ACCEPTANCE OF SUBCONTRACT**

The Subcontractor's written acceptance of this Subcontract or the performance of any portion of this Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all the Subcontract's terms and conditions. Any alterations made to the documents comprising this Subcontract or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract are not accepted, shall only constitute a proposal for modification of the Subcontract, and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract and its terms and conditions, anything to the contrary notwithstanding.

## **1.6 TIME IS OF THE ESSENCE**

Subcontractor acknowledges and agrees that time is of the essence in the performance of the work required by the Subcontract.

## **CLAUSE 2 - PAYMENT (SERVICES)**

Once each month (or at more frequent intervals, if approved by FRA in writing), the Subcontractor may submit to FRA invoices or vouchers in such form and detail and supported by such documents as



provided below. Within 30 days after receipt of each invoice or voucher FRA shall, subject to the provisions of this Subcontract, make payment thereon as approved by FRA. FRA shall have the right, in the event of a breach by Subcontractor of any provision of this Subcontract, to withhold amounts for losses or damages resulting or threatened as a result of such breach, provided any amounts not in dispute are timely paid. Subcontractor shall not stop, slow or suspend performance of its services on account of a good faith dispute between FRA and Subcontractor as to the appropriate sum due and payable to Subcontractor under this Subcontract.

In connection with any discount offered, time will be computed from the date of completion of the performance of the services or from the date the correct invoice or voucher is received at the office specified by FRA, whichever is later. Payment is made, for discount purposes, when the check is mailed.

At any time prior to final settlement under this Subcontract, representatives of FRA or its designees will have access to and the right to audit Subcontractor's invoices, vouchers, statement of cost, books and records to determine the correctness and propriety of payments made under this Subcontract. Each payment theretofore made shall be subject to adjustment for amounts included in the related invoice or voucher on the basis of such audit. Any payment may be reduced for overpayments, or increased for under payments, on preceding invoices or vouchers. The Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor or any assignee under this Subcontract shall be paid by the Subcontractor to FRA, to the extent that they are properly allocable to costs for which the Subcontractor has been reimbursed by FRA under this Subcontract. Reasonable expenses incurred by the Subcontractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by FRA.

Claims for payment shall be accompanied by such supporting documents and justification as FRA shall require and shall be made in writing to FRA within thirty (30) days' of discovering the claim.

Subcontractor shall maintain detailed, complete, and accurate accounting records satisfactory to FRA.

### **CLAUSE 3 - STANDARD OF PERFORMANCE (SERVICES)**

Subcontractor shall perform the services in a professional, skillful and competent manner in accordance with the standards of care and quality practiced by reputable and recognized subcontractors with national experience in performing similar services for projects of similar size, scope and complexity in a similar location.

### **CLAUSE 4 - LICENSES AND PERMITS**

The Subcontractor shall maintain all applicable licenses and permits in good standing with the appropriate jurisdiction or governing body throughout the term of this Subcontract. Subcontractor shall immediately notify FRA of any change in the good standing status of its licenses or permits. Failure by the Subcontractor to maintain applicable licenses in good standing or permits is cause for immediate termination of this Subcontract by FRA.

### **CLAUSE 5 - CHANGES AND MODIFICATIONS**

#### **5.1 CHANGES (SERVICES)**

FRA may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Subcontract, including changes:

- (a) In the description of services to be performed;
- (b) In the time of performance of services; or

- (c) In the place of performance of the services.

Except as provided in this clause, no order, statement, or conduct of FRA shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment.

The Subcontractor must assert its right to an equitable adjustment under this clause, within 30 days after receipt of a written change order and submit a proposal for equitable adjustment supported by all documentation required by FRA to analyze the request. The Subcontractor shall perform the services in accordance with the changes ordered by FRA upon receipt of the written change order.

No claim by the Subcontractor for an equitable adjustment based on changes made by FRA shall be allowed if asserted after final payment under this Subcontract. Adjustments to Subcontract price and time for performance shall be memorialized in a Supplemental Agreement or Subcontract Modification. Each Supplemental Agreement or Subcontract Modification shall constitute a final settlement of all matters relating to the change in the work which is the subject of the change order, including but not limited to, all adjustments to the Subcontract price and time for performance, if any, included with that change order. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the work and no claim that FRA has been unjustly enriched by an alteration or addition to the work, whether there is any unjust enrichment, shall be the basis of any claim for adjustment in compensation due the Subcontractor or in connection with the work or for adjustment in any time period provided for under the Subcontract. Moreover, the Subcontractor hereby waives and forfeits all claims that any work, services or other activities were performed pursuant to any contract or other agreement separate from the Subcontract. Subcontractor shall not receive any additional compensation or any adjustment in the Subcontract price or time of performance in connection with any work, services or other activities of the Subcontractor pertaining to the work unless such work, services or other activities is authorized in a change order or a written directive, as more specifically described in this section.

## **5.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN**

The Subcontractor, in connection with any proposal made for a Subcontract modification, shall furnish a price breakdown, itemized as required by FRA. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for sub-subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The justification shall be furnished by the date specified by FRA.

When costs are a factor in any determination of a Subcontract price adjustment under any clause of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Subpart 31.2 of the FAR and Subpart 931.2 of the DEAR in effect on the date of this subcontract.

## **CLAUSE 6 - INDEMNIFICATION AND LIABILITIES**

### **6.1 INDEMNIFICATION**

To the extent permitted by law, the Subcontractor shall indemnify and hold harmless FRA, The University of Chicago, Universities Research Association, Inc., and the United States Government, their officers, agents, servants, and employees from any and all liability for losses, expenses, damages, demands, and claims, and shall defend any claim, suit, or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs, and expenses, including attorneys' fees, in connection with or resulting from such claim, suit, or action that arise in whole or in part from:

- (a) Subcontractor's breach of any term or provision of the subcontract documents, or

- (b) any negligent or willful act or omission of the Subcontractor, its employees, agents, of subcontractors, material suppliers, or anyone for whose acts they may be liable, regardless of whether such liability, claim, damage, loss, penalty, forfeiture, fine, or suit is caused in part by a party indemnified hereunder.

The obligations of the Subcontractor under this Clause regarding liability and indemnification will survive the final completion or termination of this Subcontract.

## **6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE**

The Subcontractor assumes all risks and responsibility for damage to its work and materials from fire, earthquake, storm, or other causes prior to the completion and final acceptance of the work by FRA. The Subcontractor shall, at its own expense, repair and/or replace any work or materials damaged or destroyed. Subcontractor (i) acknowledges and agrees that operations will be ongoing at Fermilab during performance of the Subcontractor's work, and (ii) agrees to perform Subcontractor's work in such a manner so as to (a) not interfere with such operations or inconvenience FRA's employees or agents at Fermilab and (b) cooperate and coordinate the Subcontract work with others at Fermilab as directed by FRA.

## **6.3 THEFT**

Necessary precautions for safeguarding material and equipment will be the responsibility of the Subcontractor. In addition, the Subcontractor shall immediately notify the FRA Procurement Administrator of the theft, providing the following information:

Name and phone number of person making report.

Description of missing property; i.e., make and color (if available), model number, serial number and value. Indicate ownership, if Government, furnish Government Identification No.

Date and time theft took place or was discovered.

Date and time property was last known to be in proper place.

Any other information which might be pertinent.

## **CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS**

### **7.1 TERMINATION**

FRA may terminate this Subcontract in accordance with the FAR clauses relating to Termination for Convenience of the Government or Default that are incorporated by reference into these General Terms and Conditions, at the Clause titled, Special Government Flow Down Provisions.

In addition, FRA may terminate this Subcontract for any material default by the Subcontractor relating to any Subcontract article, clause, or requirement, including but not limited to the environmental, safety, and health requirements.

### **7.2 NON-WAIVER OF DEFAULTS**

Any failure by FRA at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions

and shall not affect or impair such terms or conditions in any way, or the right of FRA at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

The rights and remedies of FRA in this clause are in addition to any other rights and remedies provided by law under this Subcontract.

## **CLAUSE 8 - LAWS AND REGULATIONS; DISPUTES; APPLICABLE LAW**

### **8.1 LAWS AND REGULATIONS**

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, codes, rules and regulations (including DOE regulations), including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety. The Subcontractor also shall comply with the Contractor Requirements Document (CRD) of any DOE Directive referenced within the Subcontract or these General Terms and Conditions.

### **8.2 DISPUTES**

The parties agree to cooperate in resolving any claims, controversies or disputes that may arise out of or relate to this Subcontract, the breach thereof, or the Subcontract Work, (collectively, "Dispute" or "Disputes"). The parties are committed to resolving any Disputes in an amicable, professional and expeditious manner so as to avoid any unnecessary costs or delays to the Work.

Continuance of Work: The parties expressly agree and acknowledge that Work will not be stopped or slowed in any way during the pendency of any Dispute. Subcontractor shall continue to prosecute the Work pending final resolution or determination thereof, unless requested by FRA to suspend Subcontract Work, provided that FRA continues to pay Subcontractor as provided herein for all Subcontract Work not subject to a Dispute.

Step Negotiations: FRA and Subcontractor will first attempt to resolve Disputes at the field level through discussions between FRA's Project Manager and the Subcontractor's Project Manager. If a Dispute cannot be resolved at the field level, upon the request of either party, the Dispute shall be directed to FRA's Procurement Manager and Subcontractor's Executive Corporate Representative (collectively "Senior Representatives") who shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Dispute. Prior to any meetings between the parties, the parties will exchange relevant information that will assist the parties in resolving their Dispute.

Mediation: If the Dispute is not resolved through negotiations between the Senior Representatives, the parties will submit the matter to mediation.

Binding Dispute Resolution: At the sole option and decision of FRA, all Disputes not resolved by Step Negotiations or Mediation shall be decided by confidential, binding arbitration, administered jointly by the parties to the arbitration and otherwise in accordance with the Construction Industry Dispute Resolution Procedures of the AAA then in effect, before the Arbitrator. Execution of this Subcontract represents Subcontractor's express consent and agreement to arbitrate Disputes if so chosen by FRA. Notice of demand for arbitration must be filed in writing with the other parties to the arbitration. If FRA does not elect arbitration, the parties shall proceed to litigation. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations.

Each party shall produce all documents relevant to the Dispute. Each party shall be entitled to depose no more than six (6) fact witnesses for no longer than six (6) hours each. Each party shall be entitled to

depose any and all retained expert opinion witnesses for no longer than six (6) hours each. All discovery disputes shall be decided by the Arbitrator. The Arbitrator may modify these discovery limitations for good cause shown.

The Arbitrator shall have authority to order specific performance, including, without limitation, interim injunctive relief prior to the Dispute being resolved and any final injunctive relief warranted. The Arbitrator shall have the authority to decide all issues concerning the fulfillment of any condition precedent to the arbitrability of a claim or defense; the amount of damages to be awarded, if any; and the arbitrability of the issues presented as well as to resolve all Disputes, including, without limitation, all federal, state, and local statutory claims. The Arbitrator is not empowered to award damages in excess of compensatory damages such as punitive damages.

The award of the Arbitrator shall be enforceable in any court of competent jurisdiction, and each party consents and submits to the jurisdiction of such court for purposes of such action.

Joinder of Parties: At either party's option, third parties may be joined in any of the dispute resolution processes listed above, by consolidation, joinder, or otherwise, who are subject to a valid alternative dispute resolution agreement with the party seeking joinder of such third party.

### **8.3 APPLICABLE LAW**

To the extent that Federal law does not exist and state law could become applicable to this Subcontract, the law of Illinois shall apply.

### **CLAUSE 9 - RELEASE OF INFORMATION**

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained in the course of performing this Subcontract, and the name of FRA, Fermi National Accelerator Laboratory, Fermilab, the United States Government, or the United States Department of Energy shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the FRA Procurement Representative.

### **CLAUSE 10 - NOTIFICATIONS**

The Subcontractor shall immediately notify the FRA Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontract, the cost of which is or is claimed to be reimbursable under this Subcontract.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the FRA Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

### **CLAUSE 11 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Subcontract shall consist of the Subcontract document (including any signature page), Purchase Order (if applicable), these General Terms and Conditions and any other referenced or incorporated clauses, provisions, and documents. Together, they are the entire agreement between the parties concerning the subject matter and they supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document (b) these General Terms and Conditions including the FAR and DEAR clauses incorporated by reference; (c) any specifications or drawings; (d) other documents listed in the Subcontract as Incorporated Documents, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, or documents.

## **CLAUSE 12 - SITE AND FACILITIES ACCESS**

All Subcontractor and lower-tier subcontractor employees requiring access to any Fermilab facility or sites, including on-site or remote access to Fermilab/FRA computer systems, are subject to DOE access restrictions. Any questions should be directed to either the subcontract designated Technical Representative or the FRA Procurement Administrator.

- (a) The Subcontractor shall not assign foreign national (non-U.S. citizen) employees or other personnel to work at any Fermilab facility or site, including through on-site or remote access to Fermilab/FRA computer systems, who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism without prior written approval from DOE Headquarters. Terrorist-sponsoring countries currently include Iran, Sudan and Syria, but may be updated from time to time by the State Department. Requests for access must be submitted to the FRA Procurement Administrator at least 180 days in advance to allow time for approval from the DOE.
- (b) FRA also is required by DOE to document all foreign national employees who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution or organization based in, a sensitive country and who require access to a Fermilab facility or site, including either on-site or remote access to Fermilab/FRA computer systems. To obtain site access, the Subcontractor must provide the place of birth and citizenship for all foreign national employees/personnel working on this subcontract who may access a Fermilab facility or site, including on-site or remote access to Fermilab/FRA computer systems. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3A.

## **CLAUSE 13 - ENVIRONMENT, SAFETY & HEALTH (ES&H)**

The Subcontractor shall take all reasonable precautions in the performance of this Subcontract to protect the health and safety of employees, sub-subcontractor employees, FRA employees, and members of the public, to minimize danger from all hazards to life and property, and to prevent injury to any employees or other persons. The safety of all persons employed by the Subcontractor and its subcontractors on the Fermilab site, or other Government premises, or any other person who enters on the sites or premises for reasons relating to this Subcontract, shall be the sole responsibility of the Subcontractor.

The Subcontractor shall comply with all applicable environmental, safety, health, and fire protection laws, regulations, orders, and requirements (including reporting requirements), including those of DOE. The Subcontractor shall comply with FRA's environmental, safety, and health requirements for any work performed at the Fermilab site, including the requirements set forth in 10 CFR 851 Worker Safety and Health Program.

The Subcontractor shall immediately take action to correct any noncompliance with the environmental, safety, and health requirements of this Subcontract. If the Subcontractor fails to comply with the environment, safety, and health requirements, FRA may, without waiver of any other legal or contractual rights or remedies, issue a stop-work order that stops all or any part of the work under this Subcontract. Thereafter, a start order for resumption of any or all work may be issued at the discretion of FRA. The

Subcontractor may not make any claim for an extension of time or for compensation or damages in connection with any work stoppage under this provision.

#### **CLAUSE 14 - STOP-WORK ORDER (FAR 52.242-15 (AUG 1989))**

FRA may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract contract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, FRA shall either:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of FRA, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. FRA shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and
- (2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if FRA decides the facts justify the action, FRA may receive and act upon the claim submitted at any time before final payment under this Subcontract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of FRA, FRA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, FRA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **CLAUSE 15 - INSURANCE**

Insurance requirements for this Subcontract are established by FRA as the contracting entity. Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, comply with the Insurance Requirements Exhibit to this Subcontract, which are based upon levels of risk, and provide the applicable certificates of insurance as set out in the Insurance Requirements Exhibit.

The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the provisions of this clause or the Insurance Requirements for this Subcontract.

#### **CLAUSE 16 - SERVICE CONTRACT LABOR STANDARDS**

This Subcontract is subject to the Service Contract Labor Standards statute (41 U.S.C. chapter 67) and the related FAR provisions that are incorporated by reference in the Clause titled Special Government Flow

Down Provisions, unless the Subcontract is performed by employees in bona fide executive, administrative, or professional capacity (as excluded from the definition of service employees in the Service Contract Labor Standards statute) or it is subject to another exclusion or exemption by the Secretary of Labor or in the Service Contract Labor Standards statute (41 U.S.C. § 6702, as interpreted in 29 CFR Part 4, Subpart C).

## **CLAUSE 17 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS (SERVICES)**

The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses listed below are incorporated by reference into this Subcontract, with the same force and effect as if they were written out in full verbatim text. The full texts of the clauses are located in Chapters 1 and 9 of Title 48 of the Code of Federal Regulations and are available at <https://www.gpo.gov/fdsys/> or <https://www.acquisition.gov>.

The threshold categories below are additive, meaning that the clauses listed for each threshold level apply to any Subcontract within that or any higher threshold level of applicability.

As used in these incorporated clauses, the following terms will have the meanings listed below:

“Contract” shall mean this Subcontract

“Contractor” shall mean the Subcontractor

“Subcontractor” in lower case shall mean the Subcontractor’s subcontractors (i.e., lower tier subcontractors)

“Government” and “Contracting Officer” shall mean FRA, except as specifically noted below

The Subcontractor shall include the listed provisions in its subcontracts, at any tier, to the extent applicable to the type of work and Subcontractor status. The version of the provision in force at the time of execution of this Subcontract or any sub-subcontracts shall control.

### **THE FOLLOWING CLAUSES APPLY REGARDLESS OF SUBCONTRACT VALUE**

FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF SUBCONTRACTOR PERSONNEL (JAN 2011)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) Applies if subcontractor has federal contract information residing in or transiting through its information system.
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
FAR 52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) Applies if the Subcontract involves any further subcontracting opportunities.
FAR 52.222-1	NOTICE OF LABOR DISPUTES (FEB 1997)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEPT 2016)



NOTE: DOWNLOAD THE EEO POSTER AT:

<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>

FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
FAR 52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (MAY 2020)
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
FAR 52.223-18	ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
	Applies to driving on Fermilab site or DOE owned or leased property
FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
FAR 52.224-2	PRIVACY ACT (APR 1984)
FAR 52.225-1	BUY AMERICAN ACT – SUPPLIES (MAY 2014)
FAR 52.225-8	DUTY-FREE ENTRY (OCT 2010)
FAR 52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014), with ALTERNATE V (DEC 2007) and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a).

Applies if any “data” will be produced, furnished, or acquired under the Subcontract

If delivery of Limited Rights Data (as defined in FAR 52.227-14(a)) is required, then ALTERNATE II applies, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:

1. Use (except for manufacture) by support services contractors or subcontractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors or subcontractors participating in the Government's program of which the specific subcontract is a part;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work

If delivery of Restricted Computer Software (as defined in FAR 52.227-14(a)) is required, then ALTERNATE III applies

FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
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FAR 52.227-23	RIGHTS TO PROPOSAL DATA (JUN 1987)
	Applies if the Subcontract is based on a technical proposal

FAR 52.232-1 PAYMENTS (APR 1984)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)  
Applies if the Subcontract involves an architect or engineer.

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)  
Applies to Subcontractor's sub-subcontracts for commercial items

FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)

FAR 52.249-8 DEFAULT (FIXED-PRICED SUPPLY AND SERVICE) (APR 1984)

DEAR 927.303(c) FACILITIES LICENSE (DEC 2000)

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)  
Applies if the Subcontract involves any work at the Fermilab site or DOE-owned or leased property

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)  
Applies if any nuclear technology information will be made available to foreign nationals of sensitive foreign nations

DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)  
Applies if Subcontractor has access to any computers owned, leased, or operated by or on behalf of FRA or DOE

DEAR 952.227-11 PATENT RIGHTS – RETENTION BY CONTRACTOR (SHORT FORM) (MAR 1995)  
Applies to agreements with small business for experimental, research and development, demonstration, or design work

DEAR 952.227-13 PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (SEP 1997)  
Applies to agreements with non-small business for experimental, research and development, demonstration, or design work

DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)

DEAR 970.5208-1 PRINTING (DEC 2000)  
Applies if the Subcontract requires printing

DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS – MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)

Applies if the Subcontract is for protective services or other services that affect continuity of operation of the Fermilab facility

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

Applies if the Subcontract involves work at Fermilab site or on DOE-owned or leased property

DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)

DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002)

Applies if subcontract price includes amounts for royalties payable to Subcontractor

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, DEFINED IN FAR PART 2**

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

FAR 52.203-6 RESTRICTIONS ON SUB-SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (JUN 2020)

FAR 52.215-2 AUDITS AND RECORDS-NEGOTIATION (OCT 2010)

Applies if not a Subcontract for commercial items or otherwise exempt under FAR 15.403-1

FAR 52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020)

Applies to Services where supplies are required, except for paragraph (b)

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I (AUG 2009)

Applies if the Subcontract involves advisory and assistance services as defined in FAR 2.101

DEAR 970.5223-7 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)

Applies to first tier Subcontracts that offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500 AND IS NOT EXEMPT OR EXCLUDED FROM THE SERVICE CONTRACT LABOR STANDARDS STATUTE OR BY THE SECRETARY OF LABOR**

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MAY 2014)

Applies if not a multiple year or option contract

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$3,500**

FAR 52.222-3 CONVICT LABOR (JUN 2003)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$10,000**

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$15,000**

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

**FRA and the Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$30,000 OR MORE**

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$35,000**

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$100,000**

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000)

In this clause, "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract No. DE-AC02-07CH11359

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000**

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)  
Excluding paragraph (c)(1)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018)  
Applies unless exempt under FAR 22.305

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

**FRA and the Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$500,000**

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)  
Applies unless exempt or excluded from the Service Contract Act of 1965, as amended

DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT THAT EXCEEDS \$750,000**

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)  
Applies unless the Subcontractor is a small business or there are no subcontracting possibilities

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,000,000 AND MEETS THE REQUIREMENTS FOR SUBMISSION OF CERTIFIED COST OR PRICING DATA AT FAR 15.403-1(b) AND 15.403-4**

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)  
Applies if the Subcontract is with a large business; is for other than a “commercial item” as defined in FAR 2.101; and is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)  
Excluding paragraph (b). Applies if the Subcontract is with a large business; is for other than a “commercial item” as defined in FAR 2.101; is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)  
Applies if FAR 52.230-2 or FAR 52.230-3 apply.

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$6,000,000**

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)  
Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the DOE Contracting Officer for the Fermilab site

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)  
Modified by DEAR 903.1004. Applies unless Subcontract is for the acquisition of a commercial item or is performed entirely outside of the United States. Download the required Poster at <https://energy.gov/ig/downloads/office-inspector-general-hotline-poster>

**THE FOLLOWING CLAUSE APPLIES TO CONTRACTS SET ASIDE OR RESERVED FOR OR AWARDED ON A SOLE SOURCE BASIS TO HUBZONE SMALL BUSINESS CONCERNS:**

FAR 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)  
Agreements limiting sub-subcontracting in sub-paragraphs (d) – (g) apply

(END OF GENERAL TERMS AND CONDITIONS FOR SERVICES SUBCONTRACTS)

## **Attachment J-3**

**FRA Terms and Conditions for Cost Reimbursable Subcontract  
for LBNF/DUNE-US SDSTA Logistics Support**

**FRA TERMS AND CONDITIONS FOR COST REIMBURSABLE SUBCONTRACT**  
**FOR LBNF/DUNE-US SDSTA LOGISTICS SUPPORT SERVICES**

Fermi Research Alliance, LLC

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**CLAUSE 1 – DEFINITIONS**

As used herein, the following terms shall have the indicated meanings:

- "CFR" means the U.S. Code of Federal Regulations.
- "DEAR" means the DOE Acquisition Regulation.
- "DOE" means the U. S. Department of Energy.
- "FAR" means the Federal Acquisition Regulation.
- "FRA" means the Fermi Research Alliance, LLC.
- "FNAL" means the Fermi National Accelerator Laboratory.
- "Government" means the United States Government.
- "Patent Counsel" means the DOE Patent Counsel.
- "Subcontract" means the Subcontract between FRA and the Subcontractor which includes these terms and conditions.
- "Subcontractor" means the party who has entered into the Subcontract with FRA, as identified in the Subcontract.
- The lower case term "subcontractor" means the Subcontractor's subcontractor(s).

**CLAUSE 2 – SCOPE OF SUBCONTRACT**

The scope of the Subcontract shall be limited to the acquisition of supplies, services, research, development, or demonstration work on a cost-reimbursable basis.

The Subcontract is entered into under Fermi Research Alliance, LLC's Prime Contract No. DE-AC02-07CH11359 with DOE for management and operation of FNAL and performance of research and related work.

**CLAUSE 3 – OPERATING ASSURANCE**

The Subcontractor bears primary responsibility for the work to be performed under the Subcontract. The Subcontractor shall use its best ability, skill, and care in the performance of work. Specifically, the Subcontractor shall be responsible for the professional quality, technical accuracy, and coordination of all data, reports, documentation, and other services furnished by the Subcontractor under this Subcontract. The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its data, reports, documentation, and other services.

**CLAUSE 4 – [RESERVED]**

**CLAUSE 5 – BASIS OF AGREEMENT**

The Subcontractor undertakes to perform the work based on the position(s), knowledge, education, experience(s), and/or publication(s) described in the Subcontractor's proposal to FRA. FRA acknowledges and accepts these credentials and statements based on the data contained in said proposal as a sufficient basis for entering into this Subcontract with the Subcontractor. However, FRA shall hold the Subcontractor responsible for the authenticity of the knowledge, education, experience, and/or publications as stated in the Subcontractor's proposal.

**CLAUSE 6 – [RESERVED]**

**CLAUSE 7 – WITHHOLDING OF PAYMENT**

*(Applies if the Subcontract is Cost-Reimbursable [No Fee])*

Anytime before final payment of the amount of this Subcontract, the FRA Procurement Representative may, if deemed warranted, withhold payment until a reserve not exceeding \$50,000 or 5% of the amount of this Subcontract, whichever is less, has been set aside.

The retention may be withheld until the FRA Procurement Representative determines that the Subcontractor has rectified any deficiencies that may exist and has delivered all reports, disclosures, and other information required under the Subcontract, including, if applicable, all disclosures of subject inventions and other information or reports required by the Patent Rights clause, and the DOE Patent Counsel has issued a patent clearance certification to the FRA Procurement Representative.

The payment of any amounts shall not be construed as a waiver of any rights of FRA or Government under this Subcontract.

**CLAUSE 8 – NOTIFICATIONS**

(a) Subcontractor shall immediately notify FRA Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontractor, the cost of which is reimbursable hereunder.

(b) Subcontractor agrees to notify FRA of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which the Subcontractor has reason to believe may be inapplicable or invalid, and which would be reimbursable or FRA has claimed an exemption hereunder. Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by FRA, and to take such steps as may be required by FRA to cause such tax, fee, or charge to be paid under protest and, if so directed by FRA, to cause to be assigned to FRA or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit FRA or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.

(c) If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the FRA Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

**CLAUSE 9 – DISPUTES**

Except as otherwise provided in this Subcontract, any dispute concerning a question of fact arising under this Subcontract shall be decided by the FRA Chief Financial Officer, or a designee. Such decision



shall be reduced to writing and a copy thereof mailed or otherwise furnished to the Subcontractor. Within 30 days after date of receipt of such copy, Subcontractor may notify FRA in writing of its disagreement with FRA's decision and, in the absence of such notice, FRA's decision shall be final.

Any dispute for which the Subcontractor disagrees with FRA's decision shall be mediated by a neutral selected by the parties or, if the parties cannot agree upon a neutral, mediation shall be conducted in accordance with the existing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA). Each party to the mediation shall pay its own share of the mediation costs or fees.

If mediation fails to resolve the dispute, either party may pursue any right or remedy it may have, at law or in equity, in any court of competent jurisdiction. Pending resolution of such action, the Subcontractor shall proceed diligently with the performance of the Subcontract in accordance with FRA's decision.

Processes and procedures governing disputes that may arise outside the subject matters of this Subcontract or in connection with other entities that are operating experiments at the Sanford Underground Research Facility (SURF) shall be developed and documented in separate agreements.

#### **CLAUSE 10 – COST ACCOUNTING STANDARDS LIABILITY**

*(Applicable to Subcontracts exceeding \$750,000)*

The Subcontractor shall be liable to the Government for any increased costs or interest, and FRA shall be entitled to an adjustment of the Subcontract costs, as appropriate, resulting from any failure of the Subcontractor or a lower-tier subcontractor to comply with the "Cost Accounting Standards" and "Administration of Cost Accounting Standards" clauses, if applicable, or to consistently follow any cost accounting practice.

#### **CLAUSE 11 – RELEASE OF INFORMATION**

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained, and the name of FNAL, Fermi Research Alliance, LLC, or the Government shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, or other releases of information without prior written approval from the FRA Procurement Representative.

#### **CLAUSE 12 – LAWS AND REGULATIONS**

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable laws, regulations, and orders, including, but not limited to, those relating to wages, hours, employment, discrimination, immigration, safety (including worker safety and health), export control, and environmental protection.

#### **CLAUSE 13 – PROPERTY [DEAR 970.5245-1 (AUG 2016) (ALTERNATE I) (Aug 2016); 48 CFR 1545.309(b); FAR 52.245-1(k)(2),(3)]**

(a) *Furnishing of Government property.* FRA reserves the right to furnish any property or services required for the performance of the work under this Subcontract.

(b) *Title to property.* Except as otherwise provided by FRA, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Subcontractor, for the cost of which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall pass directly from the vendor to the Government. FRA reserves the right to inspect, and to accept or reject, any item of such property. The Subcontractor shall make such disposition of rejected items as FRA shall direct. Title to other property, the cost of which is reimbursable to the Subcontractor under this Subcontract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this Subcontract, (2) commencement of processing or

use of such property in the performance of this Subcontract, or (3) reimbursement of the cost thereof by FRA, whichever first occurs. Property furnished by FRA and property purchased or furnished by the Subcontractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(c) *Identification.* To the extent directed by FRA, the Subcontractor shall identify Government property coming into the Subcontractor's possession or custody, by marking and segregating in such a way, satisfactory to FRA, as shall indicate its ownership by the Government.

(d) *Disposition.*

(1) The Subcontractor shall make such disposition of Government property which has come into the possession or custody of the Subcontractor under this Subcontract as FRA may direct during the progress of the work or upon completion or termination of this Subcontract. The Subcontractor may, upon such terms and conditions as FRA may approve, sell or exchange such property, or acquire such property at a price agreed upon by FRA and the Subcontractor as the fair value thereof. The amount received by the Subcontractor as the result of any disposition, or the agreed fair value of any such property acquired by the Subcontractor, shall be applied in reduction of costs allowable under this Subcontract or shall be otherwise credited to account to the Government, as FRA may direct. Upon completion of the work or the termination of this Subcontract, the Subcontractor shall render an accounting, as prescribed by FRA, of all Government property which had come into the possession or custody of the Subcontractor under this Subcontract.

(2) Pursuant to FAR 52.245-1(k)(2), the Government, upon notice to the Subcontractor, may abandon any nonsensitive property in place, at which time all obligations of the Government or FRA regarding such property shall cease. Pursuant to FAR 52.245-1(k)(3), absent Subcontract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process. As provided in 48 C.F.R. Subpart 1545.309, the Government has the right to abandon in place all nonseverable Government property provided by FRA.

(e) *Protection of Government property—management of high-risk property and classified materials.*

(1) The Subcontractor shall take all reasonable precautions, and such other actions as may be directed by FRA, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect Government property in the Subcontractor's possession or custody.

(2) In addition, the Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the lifecycle of the property and materials consistent with the policies, practices, and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable Regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear-related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

(f) *Risk of loss of Government property.*

(1)(i) The Subcontractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following—

(A) Willful misconduct or lack of good faith on the part of the Subcontractor's managerial personnel;

(B) Failure of the Subcontractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of FRA to safeguard such property under paragraph (e) of this clause; or

(C) Failure of Subcontractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i)(1) of this clause.

(ii) If, after an initial review of the facts, FRA informs the Subcontractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the Subcontractor to show that the Subcontractor should not be required to compensate the Government for the loss, destruction, or damage.

(2) In the event that the Subcontractor is determined liable for the loss, destruction, or damage to Government property in accordance with (f)(1) of this clause, the Subcontractor's compensation to FRA shall be determined as follows:

(i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, FRA shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, FRA shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the Subcontractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.

(g) *Steps to be taken in event of loss.* In the event of any damage, destruction, or loss to Government property in the possession or custody of the Subcontractor with a value above the threshold set out in the Subcontractor's approved property management system, the Subcontractor —

- (1) Shall immediately inform FRA of the occasion and extent thereof,
- (2) Shall take all reasonable steps to protect the property remaining, and
- (3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of FRA. The Subcontractor shall take no action prejudicial to the right of the FRA to recover therefore, and shall furnish to FRA, on request, all reasonable assistance in obtaining recovery.

(h) *Government property for Government use only.* Government property furnished by FRA shall be used only for the performance of this Subcontract.

(i) *Property Management*

(1) *Property Management System.*

(i) The Subcontractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the Subcontract. The Subcontractor's property management system shall be submitted to FRA for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which FRA may from time to time prescribe.

(ii) In order for a property management system to be approved, it must provide for—

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;

(B) [Reserved]

(C) Full integration with the Subcontractor's other administrative and financial systems; and

(D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.

(iii) Approval of the Subcontractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i)(2) of this clause.

(2) *Property Inventory.*

(i) Unless otherwise directed by FRA, the Subcontractor shall within six months after execution of the Subcontract provide a baseline inventory covering all items of Government property.

(ii) If the Subcontractor is succeeding another subcontractor in the performance of this Subcontract, the Subcontractor shall conduct a joint reconciliation of the property inventory with the predecessor subcontractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this Subcontract. This information will be used to provide a baseline for the succeeding subcontract as well as information for closeout of the predecessor subcontract.

(j) The term "Subcontractor's managerial personnel" as used in this clause means the Subcontractor's directors, officers, and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of—

(1) The Subcontractor's business; or

(2) The Subcontractor's operations at any one facility or separate location at which this Subcontract is being performed; or

(3) The Subcontractor's Government property system and/or a Major System Project as defined in DOE Order 413.3B, or successor version (version in effect on effective date of Subcontract).

(k) The Subcontractor shall include this clause in all cost-reimbursable subcontracts.

**CLAUSE 14 – CLAUSES INCORPORATED BY REFERENCE**

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9 of CFR Title 48 and available at <http://www.gpo.gov/fdsys/>, are hereby incorporated by reference as a part of these terms and conditions, as prescribed below. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the lower-case term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean FRA, except in DEAR 970.5232-3, in which clause "Government" shall mean the U. S.

Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-07CH11359 with FRA. As used in DEAR 970.5232-3, the term "DOE" shall mean DOE and FRA.

**THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:**

- FAR 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018), as modified by DEAR 952.216-7. If the Subcontract is with a state or local government, the reference to "Subpart 31.2" in paragraph (a) is replaced with "Subpart 31.6".
- FAR 52.216-11 COST CONTRACT — NO FEE (APR 1984). Applies if the subcontract is a cost-reimbursement contract without fee and is not a cost-sharing contract. The maximum reserve in paragraph (b) for this subcontract is \$ \_\_\_\_\_ (\$100,000.00, unless a lesser value is indicated).
- DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), Paragraphs (a) through (h), excluding Paragraph (d). The records shall be retained for three years after final payment.
- FAR 52.232-20 LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
- FAR 52.232-22 LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
- FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).
- FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997).
- FAR 52.242-15 STOP-WORK ORDER (AUG 1989), with ALTERNATE I (APR 1984).
- FAR 52.243-2 CHANGES — COST REIMBURSEMENT (AUG 1987). ALTERNATE I (APR 1984) applies if the Subcontract is for services when no supplies are furnished. ALTERNATE II (APR 1984) applies if the Subcontract is for services when supplies are also furnished.
- FAR 52.244-2 SUBCONTRACTS (JUN 2020), with ALTERNATE I (JUN 2020). Paragraph (d) insert regarding consent is: "Any subcontract or purchase order: (1) for work at an FRA site; (2) that exceeds \$150,000 and is for other than a "commercial item," as defined in FAR 2.101; or (3) provides for the reimbursement of costs."
- FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984).
- FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) WITH ALTERNATE II (SEP 1996).

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$250,000:**

- FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020).
- FAR 52.246-5 INSPECTION OF SERVICES — COST REIMBURSEMENT (APR 1984). Applies if the Subcontract is primarily for services.

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$800,000:**

- FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014).

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,000,000 AND CERTIFIED COST OR PRICING DATA WAS REQUIRED:**

- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011).

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (JUN 2020).

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020), excluding Paragraph (b). Applies if the Subcontract is with a large business; is for other than a "commercial item," as defined in FAR 2.101; and is not otherwise exempt; unless the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010). Applies if FAR clause 52.230-2 or 52.230-3 applies.

**THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$2,000,000:**

DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION: PF 2015-23).

**END OF COST-REIMBURSABLE SUBCONTRACT TERMS AND CONDITIONS FOR LBNF/DUNE-US SDSTA LOGISTICS SUPPORT SERVICES SUBCONTRACT**

## **Attachment J-4**

### **Organizational Conflicts of Interest Terms and Conditions**

## **ORGANIZATIONAL CONFLICTS OF INTEREST**

- (a) *Purpose.* The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.
- (b) *Scope.* The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a subcontractor, sub-subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) *Use of Subcontractor's Work Product.*

- (i) The Subcontractor shall be ineligible to participate in any capacity in Fermilab or Department of Energy subcontracts, sub-subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract without the express approval of Fermilab or the Department of Energy. Furthermore, unless so directed in writing by Fermilab, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.
- (ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any subcontractual effort which is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by Fermilab, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard commercial items to Fermilab or the Government.

(2) *Access to and Use of Information.*

- (i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as Fermilab or Department of Energy plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of Fermilab or the Department of Energy it shall not:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for Fermilab or the Department of Energy based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;

- (C) submit an unsolicited proposal to Fermilab or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
    - (D) release such information unless such information has previously been released or otherwise made available to the public by Fermilab or the Department of Energy.
  - (ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
  - (iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent rights in data, and security provisions of this subcontract.
- (c) *Disclosure After Award.*
- (1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to Fermilab. Such disclosure may include a description of any action which the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Fermilab may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of Fermilab or the Government.
  - (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to Fermilab, Fermilab may terminate this contract for default.
- (d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Fermilab may terminate the subcontract for default, disqualify the Subcontractor from subsequent related subcontractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.
- (e) *Waiver.* Requests for waiver under this clause shall be directed in writing to Fermilab and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of Fermilab and the Government, Fermilab may grant such a waiver in writing.
- (f) *Sub-subcontracts.*
- (1) The Subcontractor shall include a clause substantially similar to this clause, including this paragraph (f), in sub-subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 2.101. The terms "subcontract," "Subcontractor," and "Fermilab" shall be appropriately modified to preserve Fermilab's rights.
  - (2) Prior to the award under this subcontract of any such sub-subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed sub-subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interests is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Subcontractor. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of Fermilab prior to entering into the sub-subcontract.

## **Attachment J-5**

### **Insurance Requirements for FRA Subcontracted Work at SURF**

#### **Risk Category 3**

## INSURANCE REQUIREMENTS FOR FRA SUBCONTRACTED WORK AT SURF

### Risk Category 3

1. Insurance: This clause applies to work performed at the Sanford Underground Research Facility (SURF) worksite and incorporates the insurance requirements of Fermi Research Alliance, LLC (the contracting entity), as well as the Risk Transfer Protocols (attached) for Contractors and Project Sponsors of the South Dakota Science and Technology Authority (SDSTA) (site operator).

2. Minimum Insurance Coverage: Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, take out and maintain at its own cost and expense, insurance coverages, in at least the amounts listed below, and in companies satisfactory to FRA.

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>		
GENERAL LIABILITY Commercial General Liability <input checked="" type="checkbox"/> Occurrence	EACH OCCURRENCE		\$1,000,000
	GENERAL AGGREGATE		\$1,000,000
AUTOMOBILE LIABILITY Any Auto <input checked="" type="checkbox"/> Occurrence	COMBINED SINGLE LIMIT AND IN THE AGGREGATE Covering owned, non-owned, and hired automobiles		\$1,000,000
EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence	For General, Automobile & Employers Liability EACH OCCURRENCE / AGGREGATE		\$1,000,000
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS <input checked="" type="checkbox"/> Claims Made and in Aggregate	As applicable		\$1,000,000
WORKER'S COMPENSATION AND  EMPLOYER'S LIABILITY	WC STATUTORY LIMITS	OTHER	As required by South Dakota law \$500,000 \$500,000 \$500,000
	E.L. EACH ACCIDENT		
	E.L. DISEASE EA EMPLOYEE		
	E.L. DISEASE-POLICY LIMIT		

3. Supplemental Coverages: The following coverages checked below are required:

☐ Aircraft Liability Insurance with limits not less than \$1,000,000 per occurrence

☐ All Builder's Risk, Special Form insurance or its equivalent, at replacement cost for materials, supplies, equipment, machinery and fixtures that are, or will become, part of FRA. DOE, or South Dakota Science and Technology Authority-owned property. Such insurance shall:

1. Remain in effect until completion of the project and acceptance by FRA.



2. Include coverage for earthquake, flood, ordinance or law, temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction.

☐ Cargo insurance covering the value of the goods or equipment to be delivered until the goods or equipment is accepted by FRA.

☐ Installation floater covering the value of the equipment to be installed. Such insurance shall include:

1. FRA as additional insured.

2. Coverage for testing, water damage, mechanical breakdown and electrical injury.

☐ Pollution Liability insurance for bodily injury, property damage, cleanup, and defense cost with limits of coverage described above. The policy shall be endorsed to include the South Dakota Science and Technology Authority, its officers, employees, and representatives as insureds.

4. Additional Insureds: Subcontractor's commercial general liability policy shall provide by appropriate language that Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., the United States Government, Barrick Gold Corporation (and its affiliates), Homestake Mining Company of California (and its affiliates), and the South Dakota Science and Technology Authority, along with each of their officers, agents, employees and representatives are included as additional insureds as required by written contract. All additional insureds coverage must include current and completed operations.

5. Evidence of Insurance: The Subcontractor agrees to deliver to FRA within ten (10) days of the signing and delivery of this Subcontract, certificates evidencing compliance with the insurance requirements herein. **The certificates shall state that waiver of subrogation is granted in favor of the additional insureds as required by written contract and that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution are waived.**

6. Notice of Cancellation or Material Change in Coverage/Condition: The subcontractor must provide thirty (30) days' notice to FRA of any cancellation or material change in the policies. FRA reserves the right to obtain replacement coverage if contractor does not and FRA may deduct the cost of the replacement insurance from the subcontract total. The Subcontractor must agree to provide complete, certified copies of all required insurance policies if requested by FRA.

7. Special Provisions Applicable to All Coverages: Self-insured retentions and/or deductibles greater than \$50,000.00 must be declared and approved by FRA.

8. Special Provisions Applicable to Commercial General Liability Insurance: The commercial general liability policy shall provide contractual liability coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01 12 07, or its equivalent.

9. Sub-Subcontractor Insurance Requirements: Before permitting any sub-subcontractor to perform any work, the Subcontractor shall require that such sub-subcontractor furnish satisfactory evidence that it has

taken out and maintains insurance in the same amounts and with the same provisions as required for the Subcontractor, unless sub-subcontractor provides exceptions to the stated limits (such as the professional liability minimum limit in section 2 above) that are reasonably acceptable to FRA and the Subcontractor.

10. Indemnification: The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the insurance requirements for this Subcontract.

## **Attachment J-6**

### **Risk Transfer Protocols for Contractors and Project Sponsors**

**Risk Transfer Protocols  
for Contractors and  
Project Sponsors  
(Revised June, 2016)**

## Table of Contents

- I. Risk Transfer Protocols for Contractors and Project Sponsors
  - Purpose
  - Scope
  - Responsibilities
  - Audit
  - Document Retention
  - Changers to Protocols
- II. Contractual Provisions
- III. Insurance Requirements
- IV. Risk Transfer in Lieu or in Conjunction with Commercial Insurance
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- Appendix A – Property Donation Agreement 6.10 (b) and 6.10 (d)
- Appendix B – Acknowledgement of Risk
- Appendix C – Release Agreement Not to Sue and Waiver
- Appendix D – Sample Certification of Insurance – Evidencing – Category 2
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Risk Transfer Procedure for  
Contractors and Project Sponsors Contracts

I. GENERAL

A. Purpose. These Protocols are intended to:

1. Establish a systematic risk management procedure for the South Dakota Science and Technology Authority (the "Authority").
2. Establish a written risk management plan that includes, among other things: (a) general categories of Contractors and Project Sponsors organized by level of risk, (b) types of coverage and limits of liability to be required for each category, (c) criterion used to determine whether the Homestake Indemnified Parties must be named as additional insureds on commercial insurance policies required of Contractors and Project Sponsors and (d) criterion used to determine whether a retained risk plan, pool or other form of "self-insurance" is acceptable in combination with or in lieu of commercial insurance.
3. Ensure all Contractors and Project Sponsors and its or their Representatives provide insurance in compliance with the terms of the Property Donation Agreement ("PDA"), as amended between and among Homestake Mining Company of California, the State of South Dakota and the Authority.

B. Scope. These protocols are applicable to all Contractors and Project Sponsors and its or their Representatives.

C. Protocol Structure. The Authority's risk transfer program consists of two components: contractual provisions and insurance requirements. The contractual provisions are described below in Section II. The insurance requirements are described below in Section III.

D. Definitions.

1. Except as otherwise provided in this document, the term "Contractor," as used in these protocols, means any natural person or legal entity that contracts with the Authority or a Project Sponsor to perform any work in connection with, on, or about any of the Authority's property and includes all direct or indirect subcontractors or consultants of such natural person or legal entity.
2. Other terms are defined throughout this document when first used. Defined terms used in this document but not defined herein are defined in the PDA, as amended.

E. The Risk Manager. The Authority shall at all times employ a qualified internal Risk Manager.

F. Responsibilities.

1. The Executive Director will ensure that all requirements of the PDA, as amended, are met. The Executive Director will ensure compliance by allocating resources and delegating responsibility concerning contract review to the Risk Manager.

2. The Risk Manager will be responsible for categorizing all Contractors and Project Sponsors and its or their Representatives by appropriate level of risk.
3. The Risk Manager is responsible for the development of a risk management program that includes decision making tools, standardized categorization parameters to be used to determine types of coverage, limits of liability and whether a retained risk plan, pool or other form of "self-insurance" is acceptable.
4. The Risk Manager ensures the proper contract language is applied and inserted within each contract on a case-by-case basis.
5. An independent risk management consultant (the "Risk Management Consultant") retained by the Authority will upon request review the Risk Manager's determinations concerning types and amounts of coverage required of "Increased Risk" Contractors and Project Sponsors and will periodically review the Risk Manager's determinations concerning the level of risk assigned to particular Contractors and Project Sponsors. The Risk Management Consultant will be identified and retained by the Executive Director, in consultation with the Authority's general counsel.
6. The Risk Manager shall have the separate and independent duty and ability to report directly to general counsel for the Authority.

G. Document Retention.

1. The Authority shall retain copies of all Contracts, Memoranda of Understanding or other Agreements with Contractors and Project Sponsors, insurance certificates and policies for a minimum of seven (7) years after final completion or final decommissioning.
2. Anything in this document to the contrary notwithstanding, the Authority shall at all times comply with the document retention provisions of PDA section 6.10 (c).

H. Inclusion in Contracts and Memoranda of Understanding. In all projects (whether conducted by the Authority or a Project Sponsor) involving competitive bids, the insurance and other requirements set out in this document will be provided to each interested Contractor prior to bid submission. Prior to final execution of a contract with a Contractor or a Memorandum of Understanding or other agreement with a Project Sponsor, the Risk Manager will verify the contract or memorandum contains the appropriate indemnification and insurance requirement language to ensure the requirements of this document have been met.

I. Changes to Protocols.

1. The Risk Manager makes minor changes for work flow and integration.
2. The Risk Manager delegates responsibilities for formatting, version numbers, document control and grammatical changes.
3. The Risk Manager notifies the Executive Director of the need for major conceptual changes.

4. Major changes require the review and approval of the Authority's general counsel and the Board of Directors, and must thereafter be submitted to Homestake.

## II. CONTRACTUAL PROVISIONS

- A. Standard Clauses. The following standard clause on Indemnification will be included in all contracts, Memoranda of Understanding or other agreements between the Authority and Contractors or Project Sponsors, between Project Sponsors and their Contractors and between subcontractors and consultants and their general contractors. The following standard clauses relating to the Acknowledgement of Risk and the Release and Agreement Not to Sue and Waiver will be included in all contracts, Memoranda of Understanding or other agreements between the Authority and Contractors or Project Sponsors, between Project Sponsors and their Contractors and between subcontractors and consultants and their general contractors when the Underground Property is entered or the work or activities directly relate to the Underground Property.
  1. Indemnification. This provision requires the Contractor to assume liability for, and defend the Authority against, losses arising from the Contractor's negligence or intentional acts and the negligence or intentional acts of its Representatives. The Authority's standard indemnification clause is shown in Appendix A.
  2. Acknowledgment of Risk. Under this provision, Contractors and Project Sponsors are advised that all natural persons who enter the Underground Property are required to declare that they have investigated and been advised on the risks associated with going underground. The required form of Acknowledgment of Risk, as amended, is shown in Appendix B.
  3. Release, Agreement Not to Sue and Waiver (the "Release"). Under this provision, Contractors and Project Sponsors are advised that all natural persons who enter or conduct work or activities directly related to the Underground Property must agree to release, discharge and not sue the Homestake Indemnified Parties, the Authority, the State of South Dakota and their officers and employees from and against any and all actions, suits, damages, liability or other proceedings. The required form of Release, Agreement Not to Sue and Waiver, as amended, is shown in Appendix C.
- B. Natural Persons entering the Underground Property. Except for representatives of regulatory authorities with jurisdiction over the Underground Property, all natural persons entering the Underground Property for any reason or under any authority must execute the Acknowledgement of Risk and the Release, Agreement Not to Sue and Waiver prior to entering the Underground Property. Except for representatives of regulatory authorities as noted above, this requirement applies to all elected officials, officers, agents and employees of the Authority, the State of South Dakota, the United States and all other governmental entities.
- C. Waivers. Waivers of the requirement for execution of the standard indemnification clause may be waived by the Executive Director, in consultation with the Authority's legal counsel. Execution of the Acknowledgment of Risk and of the Release, Agreement Not to Sue and Waiver are required by the PDA and may only be waived by the Executive Director, in consultation with the Authority's legal counsel and with Homestake's written consent. The PDA requires Homestake's approval of the forms of the Acknowledgment of Risk and the



Release, Agreement Not to Sue and Waiver; accordingly, no changes may be made to those forms without Homestake's written consent.

### III. INSURANCE REQUIREMENTS

A. Overview. These guidelines establish four (4) broad categories of Contractors and Project Sponsors, based on the nature and extent of their activities on Authority property. The categories are "Negligible Risk," "Low Risk," "Intermediate Risk" and "Increased Risk." The following subsections set out the criteria for classifying Contractors and Project Sponsors and the insurance requirements for each, as well as establishing criteria for requiring certain supplemental forms of coverage and determining when the Homestake Indemnified Parties must be included as additional insureds. The insurance requirements of this document apply not only to Contractors contracting with the Authority, but also Contractors contracting with Project Sponsors for work in, on or related to, Authority property.

B. Determination of Categories and Required Coverages. The Risk Manager shall in the first instance assign categories of risk and determine types and levels of coverage.

C. Categories of Risk.

1. Category One ("Negligible Risk"). Contractors and Project Sponsors whose activities present a negligible risk of property damage and bodily injury. Examples of these types of activities include:
  - a. Onsite classroom training.
  - b. Mail or small parcel delivery (e.g., FedEx or UPS).
  - c. Lunch delivery.
  - d. Office equipment repair and maintenance.
  - e. Project Sponsor arrives to select location to collect a sample.
2. Category Two ("Low Risk"). All Contractors and Project Sponsors not included in Categories One, Three or Four and that will be working on the surface only, except the following:
  - a. Any Contractor or Project Sponsor that at any one time will have ten (10) or more employees present on Authority property.
  - b. A Contractor or Project Sponsor using heavy construction equipment and with a total contract amount exceeding \$20,000.

Examples of "low risk" Contractors or Project Sponsors are as follows:

- a. Contractor working on water treatment plant modifications.
  - b. Project Sponsor that has graduate students assisting in biological surface surveys.
3. Category Three ("Intermediate Risk"). All Contractors and Project Sponsors doing work or with a presence on the Surface Property that are not included in categories One, Two or Four, in addition to all Contractors and Project Sponsors doing work in or with a presence in the Underground Property that are not included in category Four. Examples

of Contractor or Project Sponsor activities that may be appropriate for this category include the following:

- a. Structural work on the Surface Property.
  - b. Use of heavy equipment on the Surface Property.
  - c. Infrastructure work on the Surface Property.
  - d. Transportation on the Surface Property.
  - e. Presence of 10-19 Contractor employees onsite at any one time.
  - f. Work in buildings occupied by 20-49 persons or adjoining a building occupied by 20-49 persons.
  - g. Use of storage of suffocative or other hazardous materials on the Surface Property.
4. Category Four ("Increased Risk"). All Contractors and Project Sponsors doing work or with a presence on the Surface Property or in the Underground Property that are not included in categories One, Two or Three. Examples of Contractor or Project Sponsor activities that may be appropriate for this category include the following:
- a. Contractors or Project Sponsors conducting particularly hazardous activities, such as blasting or handling of hazardous materials.
  - b. Use of heavy equipment in the Underground Property.
  - c. Underground Property infrastructure work.
  - d. Underground Property transportation, including hoists and winches.
  - e. Work in buildings occupied by fifty or more people, or adjoining a building occupied by fifty or more people.
  - f. The presence onsite of twenty or more employees of the Contractor or its subcontractors and consultants.
  - g. Contracts or Projects with a value of \$5 million or more.
  - h. Installation or manipulation of high voltage infrastructure and related equipment.
  - i. Use of storage of suffocative or other hazardous materials in the Underground Property.

D. Standard Insurance Requirements.

1. Category One ("Negligible Risk"). No insurance is required unless special circumstances warrant otherwise.
2. Category Two ("Low Risk").
  - a. Minimum Insurance. Prior to commencement of work, the Contractor or Project Sponsor will procure and maintain the following insurance:
    - i. Commercial general liability insurance with limits of liability of not less than \$1 million per occurrence. Such insurance shall name as additional insureds the Authority and its officers, agents, employees and representatives; The Regents of the University of California, its officers, agents, employees and representatives; Fermi National Accelerator Laboratory, LLC, its officers, agents, employees and representatives; and the United States of America.
    - ii. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.

- iii. Errors & omissions liability coverage with limits not less than \$1 million per claim (where applicable – see Section III.E below.)
    - iv. Workers compensation insurance as required by South Dakota law.
  - b. Special Provisions Applicable to All Coverages:
    - i. The insurer or the insurer's agent must make a reasonable effort to provide the Authority with thirty (30) days' prior written notice of cancellation.
    - ii. Self-insured retentions must be declared and approved by the Authority.
  - c. Evidence of Insurance: Prior to commencement of work, the Contractor or Project Sponsor shall furnish the Authority with certificates evidencing compliance with the insurance requirements above. The Contractor or Project Sponsor must agree to provide complete, certified copies of all required insurance policies if requested by the Authority.
  - d. Acceptability of Insurers. Insurance shall be placed with reputable insurers acceptable to the Authority.
3. Category Three ("Intermediate Risk").
- a. Minimum Insurance. Prior to commencement of work, the Contractor or Project Sponsor will procure and maintain the following insurance:
    - i. Commercial general liability insurance with limits of liability of not less than \$1 million and not more than \$5 million per occurrence, as determined by the Risk Manager. Such insurance shall name as additional insureds Barrick Gold Corporation, Homestake Mining Company of California and the Affiliates of Barrick and Homestake and each of its and their Representatives; the State of South Dakota; the South Dakota Science and Technology Authority, its officers, agents, employees and representatives; The Regents of the University of California, its officers, agents, employees and representatives; Fermi National Accelerator Laboratory, LLC, its officers, agents, employees and representatives; and the United States of America. All additional insureds coverage must include current and completed operations.
    - ii. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.
    - iii. Errors & omissions liability coverage with limits not less than \$1 million per claim (where applicable – see Section III.E below.)
    - iv. Workers compensation insurance as required by South Dakota law.
  - b. Special Provision Applicable to All Coverages. Self insured retentions must be declared and approved by the Authority.
  - c. Special Provisions Applicable to the Commercial General Liability Insurance. The commercial general liability policy shall:
    - i. Provide contractual liability coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01 12 07 or its equivalent.

- ii. Waive the insurer's right of subrogation against the Homestake Indemnified Parties.
  - iii. State that it is primary and non-contributory and shall apply without consideration for other policies carried by the Homestake Indemnified Parties.
- d. Notice of Cancellation or Material Change in Coverage/Condition. The Contractor or Project Sponsor must use its best efforts to cause each insurer or the insurer's agent to make a reasonable effort to provide the Authority thirty (30) days' prior written notice of cancellation or material change in coverage or condition.
- e. Evidence of Insurance. Prior to commencement of the work, the Contractor or Project Sponsor shall furnish the Authority with certificates evidencing compliance with the insurance requirements above. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the Authority.
- f. Acceptability of Insurers. Insurance shall be placed with reputable insurers acceptable to the Authority.
- g. Waivers. The Risk Manager may modify or waive any of the requirements in subsections 3(a) through 3(f) above upon the terms and conditions of this subsection (g); provided, however that in no circumstance may the Risk Manager waive requirements set out above in subsection 3(a)(i). The Risk Manager may waive requirements under this subsection (g) after taking into account whether the activity will be underground or on the surface; the duration, nature and complexity of any activity taking place underground; and the Authority's potential exposure to loss resulting from the activity.
4. Category Four ("Increased Risk").
- a. Minimum Insurance. Prior to commencement of work, the Contractor or Project Sponsor will procure and maintain the following insurance:
    - i. Commercial general liability insurance with limits of liability of \$5 million or greater per occurrence, as determined by the Risk Manager after consideration of the nature and scope of the work or Project. Such insurance shall name as additional insureds Barrick Gold Corporation, Homestake Mining Company of California and the Affiliates of Barrick and Homestake and each of its and their Representatives; the State of South Dakota; the South Dakota Science and Technology Authority, its officers, agents, employees and representatives; The Regents of the University of California its officers, agents, employees and representatives; Fermi National Accelerator Laboratory, LLC, its officers, agents, employees and representatives and the United States of America. All additional insureds coverage must include current and completed operations.
    - ii. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.

- iii. Errors & omissions liability coverage with limits not less than \$1 million per claim given the nature and scope of work and determined by Risk Manager (where applicable – see Section III.E below.)
  - iv. Workers compensation insurance as required by South Dakota law.
- b. Special Provision Applicable to All Coverages. Self-insured retentions must be declared and approved by the Authority.
- c. Special Provisions Applicable to the Commercial General Liability Insurance. The commercial general liability policy shall:
  - i. Provide contractual liability coverage at least as broad as Insurance Services Office (“ISO”) form CG 00 01 12 07, or its equivalent.
  - ii. Waive the insurer’s right of subrogation against the Homestake Indemnified Parties.
  - iii. State that it is primary and non-contributory and shall apply without consideration for other policies carried by the Homestake Indemnified Parties.
  - iv. Include a provision that the insurer will not raise any coverage defense based on the statutory immunity of the State of South Dakota, the Authority or the Homestake Indemnified Parties.
- d. Notice of Cancellation or Material Change in Coverage/Condition. The Contractor or Project Sponsor must use its best efforts to cause each insurer or the insurer’s agent to make a reasonable effort to provide the Authority thirty (30) days’ prior written notice of cancellation or material change in coverage or condition.
- e. Evidence of Insurance. Prior to commencement of the work, the Contractor or Project Sponsor shall furnish the Authority with certificates evidencing compliance with the insurance requirements above. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the Authority.

Acceptability of Insurers. Insurance shall be placed with reputable insurers acceptable to the Authority.

E. Subcontractors and consultants.

- 1. The categories of risk and insurance requirements for each shall apply not only to the general contractor, but also to all subcontractors, consultants and others doing work in connection with a contract or Project under the direction or auspices of a Contractor or Project Sponsor. A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, taking into account the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor or Project Sponsor.

2. By way of illustration but not limitation, a subcontractor providing lunch delivery services on the Surface Property to a general contractor doing work in the Underground Property would be categorized as "Negligible Risk" despite the fact that the general contractor's work might be categorized as "Intermediate Risk" or "Increased Risk." A consultant never entering the Underground Property but providing design work relating to hoists or ventilation in the Underground Property might be categorized as "Increased Risk."

F. Supplemental Coverages.

1. Illustration 1 below describes when supplemental insurance coverages should be required in certain circumstances; in many cases more than one type of insurance may be required. To use Illustration 1, identify the activity(ies) to be performed by the Contractor or Project Sponsor in the first column of the table. Then note the insurance coverage necessary to protect against losses that may arise from that activity. Finally, proceed to Section III.E.2 below to determine how to modify the standard insurance requirements.

Coverage Requirement	Professional Liability	Pollution Liability	Builders Risk	Aircraft Liability	Cargo Insurance	Installation Floater,
<b>Contract Activity Involves:</b>						
<b>Construction or Remodeling Projects</b> Construction or remodeling projects over \$50,000 (excluding contracts for grading and/or paving)			X			
<b>Hazardous or Waste Materials</b> Removal of asbestos or lead-based paint; or the use, application, transport, removal, cleanup or disposal of hazardous material in quantities of 100 gallons or more; or the disposal, treatment, transport or storage of waste.		X				
<b>Installation of Equipment</b>						X
<b>Professional Contractor Services</b> from an accountant, architect, attorney, claims administration firm, consultant, engineer, financial advisor, medical professional, or other person who maintains a professional license	X					
<b>Supply-- FOB Destination</b> Supplying of all goods and equipment where Contractor is responsible for the goods/equipment to the point of delivery (FOB destination)					X	
<b>Use of Aircraft</b>				X		

Illustration 1

2. Based upon Illustration 1 and taking into account all relevant circumstances, the following supplemental coverages will be required:
  - a. Aircraft Liability Insurance. Add the following requirement: aircraft liability insurance with limits not less than \$5,000,000.00 per occurrence for airplanes with seven seats or less, and \$10,000,000.00 per occurrence for aircraft with eight seats or above.
  - b. Builders Risk Insurance. Add the following requirement: All Risk Builders Risk, Special Form insurance or its equivalent, at replacement cost for materials,

supplies, equipment, machinery and fixtures that are, or will become, part of Authority-owned property. Such insurance shall:

- 1) Remain in effect until completion of the project and acceptance by the Authority.
  - 2) Include coverage for earthquake, flood, ordinance or law, temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction.
- c. Cargo Insurance. Add the following requirement: Cargo insurance covering the value of the goods or equipment to be delivered until the goods or equipment is accepted by the owner.
- d. Installation Floater. Add the following requirement: Installation floater covering the value of the equipment to be installed. Such insurance shall include:
- 1) The owner as insured.
  - 2) Coverage for testing, water damage, mechanical breakdown and electrical injury.
- e. Pollution Liability Insurance. Add the following requirement: Pollution Liability insurance for bodily injury, property damage, cleanup and defense costs with limits not less than \$1,000,000 per claim/\$1,000,000 annual aggregate and greater, depending on the extent of the risk given the potential severity and likelihood of pollution liabilities. The policy shall be endorsed to include the Authority, its officers, employees and representatives as insureds.
- f. Professional Liability Insurance. Add the following requirement: Professional Liability insurance with limits not less than \$1,000,000 per claim/\$1,000,000 annual aggregate or greater, depending on the extent of the risk given the nature and scope of work.
- G. Inclusion of the Homestake Indemnified Parties as Additional Insureds. The Homestake Indemnified Parties shall be named as additional insureds on all insurance policies required by Contractors and Project Sponsors assigned to risk Categories Three and Four.
- H. Contracts with Certain Funding Agencies.

The insurance requirements for contracts, including grant agreements, entered into with the United States government and its contractors and subcontracts to provide funding for the general operations and maintenance of Authority facilities and extraordinary projects shall be negotiated by the Executive Director, in consultation with the Chairperson of the Board, the Authority's legal counsel, and the Risk Management Consultant, taking into account the insurance requirement provisions of these Protocols, the risk to the Authority and the State of South Dakota, and the overall best interests of the overall mission of the Authority.

#### IV. RISK TRANSFER IN LIEU OF OR IN CONJUNCTION WITH COMMERCIAL INSURANCE.

A. Overview. There may be instances where Contractors or Project Sponsors cannot or will not provide commercial insurance with the coverages and limits of coverage described above. The following sections describe when the Authority will waive insurance requirements or accept "self-insurance."

B. Waiver in lieu of other risk transfer mechanisms.

1. There may be situations where it is necessary or appropriate to waive certain insurance requirements. These include situations where:
  - a. There is negligible risk of loss from a particular activity. For example, where the Contractor will not be operating a vehicle in performance of the work, the business automobile insurance requirement may be waived.
  - b. Requiring insurance is inconsistent with industry practice. For example, information technology service providers (such as software vendors) are generally unwilling to agree to standard insurance requirements. In these situations, the Authority will do its best to negotiate the most favorable terms possible to adequately protect the Authority.
  - c. The Contractor provides a highly specialized service such that:
    - 1) The Contractor has substantial leverage in the negotiation process, and
    - 2) The Authority has no reasonable alternative markets for the services required.
2. In these circumstances, the Authority will negotiate the most favorable terms possible and will seek alternative means of transferring and mitigating risk, such as bonding, letters of credit, cash deposits, additional training, additional supervision by Authority, personnel and/or qualified Authority personnel to accompany Project Sponsors or their representative at all times.

C. Acceptance of extraordinary retentions or "self-insurance." In some circumstances, the Authority will accept extraordinary retention or "self-insurance" in lieu of traditional commercial insurance. For the purposes of these protocols, the term "extraordinary retention" means retention or deductibles of \$100,000 or more. When evaluating proposals to transfer risk in that fashion, the Risk Manager, in consultation with the Risk Management Consultant, shall consider the following factors:

1. The ability of the retained risk pool or "self-insurance" to provide scope and amounts of coverage reasonably equivalent to those available with a commercial insurance product.
2. Evidence that the alternative arrangement has sufficient financial security to pay claims as presented.



3. Evidence that the alternative arrangement has an adequate claims management system in place to provide proper handling of claims should they arise.
- D. Insurance or self-insurance purchased or provided by Project Sponsor collaborations. In many instances, there will not be a single Project Sponsor. Rather, a Project may be sponsored by a collaboration of various public and/or private laboratories or institutions of higher learning. In those circumstances, it is the responsibility of the collaboration to provide commercial insurance or some combination of “self-insurance” sufficient to satisfy the requirements imposed by the Risk Manager. Any such risk transfer mechanism must be reasonably acceptable to the Risk Manager, the Risk Management Consultant and the Authority’s general counsel.

## V. EVIDENCE OF CONTRACTOR OR PROJECT SPONSOR COMPLIANCE

- A. Certificates of Insurance. Each Contractor and Project Sponsor is required to provide the Authority evidence of compliance with the Authority’s insurance requirements prior to commencement of work, unless the requirements are waived. The evidence of compliance will consist of a certificate of insurance issued by the Contractor’s insurer or broker or a similar document issued by a risk pool or “self-insurance” fund.
- B. Review. The insurance evidenced on the certificate will be compared to the contract requirements by the Risk Manager. To assist Authority personnel reviewing the certificates of insurance, the completed contract review checklist may be used in lieu of the actual contract. The Risk Manager will review the Contractor’s certificate of insurance to verify:
1. The Contractor or Project Sponsor maintains the type of coverage and limits required in the contract or memorandum of understanding.
  2. The Contractor’s or Project Sponsor’s insurers maintain acceptable financial ratings. This will be determined by confirming the insurer financial rating on [www.ambest.com](http://www.ambest.com). All insurers with a financial rating below A-, VII or without an A.M. Best rating, will be subject to further evaluation by the Risk Management Consultant.
  3. The Contractor’s policies are current.
  4. The appropriate “additional insured” language is included with respect to the Contractor’s general liability policy (and pollution liability policy where applicable).
  5. The appropriate cancellation notice language is included.
  6. Other insurance requirement provisions are compiled with and the certificate otherwise contains complete and accurate information.
- C. Samples. Sample certificates of insurance are provided in the following appendices:
1. Appendix D – Evidence of insurance required by contracts using Category 2.

2. Appendix E – Evidence of insurance required by contracts using Category 3.
  3. Appendix F – Evidence of insurance required by contracts using Category 4.
  4. Appendix I – Certificate of Insurance Review Checklist. The Authority may use the checklist to assist in and document the review of each certificate of insurance. The checklist items are ordered as they would ordinarily appear on a typical certificate of insurance.
- D. Examples of Unsatisfactory Evidence of Compliance. When reviewing certificates of insurance, there may be omissions, inaccuracies or other instances where the certificate does not appear to provide reliable evidence of compliance with Authority requirements. Common examples of those deficiencies and how the Authority responds to them are:
1. The Contractor or Project Sponsor is not the insured. This may be an error on the part of the issuer. For example, it is possible the parent company of the Contractor is named. If so, the Authority asks for a certificate that identifies both the parent and its subsidiary as the insured.
  2. The insurer is not rated by A.M. Best or maintains an A.M. Best rating below A-, VII.
  3. The actual name(s) of the insurer(s) may differ from what is on the certificate. The name can be re-confirmed with the agent/broker. If the certificate does not accurately reflect the name(s) of the insurer(s), the Risk Manager shall be notified and the certificates rejected.
  4. Contractor or Project Sponsor policies have effective dates later than the contract or memorandum of understanding effective date. The Contractor must provide a certificate evidencing coverage effective prior to or coincidental with the contract's effective date.
  5. Contractor or Project Sponsor policies expire prior to contract expiration. The Authority will schedule follow-up contact with the Contractor, Project Sponsor or its or their broker at the time the certificate is reviewed. The date scheduled for follow-up will be no less than two (2) weeks prior to expiration of the policy(ies). The Authority will request an updated certificate be issued evidencing a policy with coverage period of an additional twelve (12) months. The failure to maintain continuous coverage will result in a stop work order from the Authority.
  6. Coverages do not match Authority requirements. The Contractor or Project Sponsor must supply a certificate evidencing the coverage required. Some Contractors or Project Sponsors may have more than one insurance provider. If the certificate being reviewed does not evidence all coverage, it is possible that the Contractor or Project Sponsor needs to request the other agent(s)/broker(s) /insurer(s) issue a certificate evidencing the missing insurance.
  7. Policy limits do not match Authority requirements. Be sure excess liability limits are considered. These limits are listed separately on the certificate, not included.

in the commercial general liability policy limits. If necessary, the Contractor or Project Sponsor must apply a revised certificate evidencing the required limits.

8. The certificate does not specify the appropriate parties as additional insureds. The certificate may fail to identify one or all of the appropriate parties as additional insured. This omission may be ignored if there is an additional insured endorsement attached to the certificate with the appropriate parties identified as additional insureds. If no such endorsement is attached, the certificate must be revised to include the proper additional insured language. If the Contractor or Project Sponsor or its agent/broker is unwilling to include this language, notify the Risk Manager and reject the certificates.
9. The certificate discloses a self-insured retention and/or deductible of \$50,000.00 or greater. The Authority is relying on the certificate issuer to report self-insured retentions on the certificate. Retentions and/or deductibles of \$50,000.00 or greater are subject to the approval of the Risk Management Consultant.
10. Cancellation notice is less than the 30 days required or is unspecified. A new certificate indicating the proper notice of cancellation of provision will be requested.
11. The certificate is not signed. An unsigned certificate is unacceptable. The Contractor or Project Sponsor must provide a signed certificate prior to commencement of work.

## **Appendix A**

### **6.10 (b) and 6.10 (d) of the Property Donation Agreement**

### **6.10 (b) of the Property Donation Agreement**

(b) Prior to authorizing any Contractor or Project Sponsor or its or their Representatives to enter the Underground Property, the Authority shall prepare a written agreement, in a form that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Contractor or Project Sponsor, as applicable, has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Contractor or Project Sponsor, as applicable, has developed an informed understanding of the risks associated with going underground, and (iii) an agreement to be executed by each Contractor in which it agrees that it will and does release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Contractor or its Representatives and an agreement to be executed by each Project Sponsor in which it agrees that it will and does release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Project Sponsor or its Representatives. The Authority covenants that, as a condition of permitting any Contractor or its Representatives or any Project Sponsor or its Representatives to enter the Underground Property, each Contractor or Project Sponsor requesting to enter the Underground Property on its own behalf or on behalf of its Representatives will be required to execute such written agreement.

### **6.10 (d) of the Property Donation Agreement**

(d) The Authority shall employ a Risk Manager on a full-time basis (though the Risk Manager may perform other duties for the Authority). The Risk Manager shall report to the Executive Director, but shall also have the separate and independent duty and ability to report directly to general counsel for the Authority. The Authority shall, in consultation with a reputable independent risk management consultant, adopt a written risk management plan that includes, among other things, (i) general categories of Contractors and Project Sponsors, organized by level of risk, (ii) the types of coverage and limits of liability to be required for each category, (iii) a requirement that the Homestake Indemnified parties be named as additional insureds on all commercial insurance policies required of Project Sponsors, (iv) the criterion used to determine whether the Homestake Indemnified Parties must be named as additional insureds on commercial insurance policies required of Contractors, and (v) the criterion to be used to determine whether a retained risk plan, pool or other form of "self-insurance" is acceptable in combination with or in lieu of commercial insurance. The risk management plan shall delegate to the Risk Manager the power to categorize a Contractor or Project Sponsor. As to relatively low levels of risk, the risk management plan shall provide that the Risk Manager's decision concerning types of coverage, limits of liability and whether a retained risk plan, pool or other form of "self-insurance" is acceptable shall be final. As to relatively high levels of risk, the Risk Manager's decision shall be subject to review and approval by a reputable independent risk management consultant. The Authority shall fully implement and not deviate from said risk management plan; provided, however, that the Authority may amend the risk management plan from time-to-time so long as it provides a copy to Homestake prior to implementation. Until such time as the risk management plan has been adopted and implemented, and a copy provided to Homestake, the original provisions of this Section 6.10 (prior to this Amendment) shall remain in full force and effect.

**Appendix B**  
**Acknowledgment of Risk**



Name: \_\_\_\_\_

**South Dakota Science and Technology Authority  
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

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South Dakota Science and Technology Authority  
Sanford Underground Research Facility (SURF)

**ACKNOWLEDGEMENT OF RISK**

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.

(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.

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South Dakota Science and Technology Authority  
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]

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## **Appendix C**

### **Release, Agreement Not to Sue and Waiver**



Name: \_\_\_\_\_

**South Dakota Science and Technology Authority  
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 "ACKNOWLEDGEMENT 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, personnel injury, death and/or damage to my property in 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

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South Dakota Science and Technology Authority  
Sanford Underground Research Facility (SURF)

## RELEASE, AGREEMENT NOT TO SUE AND WAIVER

authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(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 Science and Engineering Laboratory.

(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 documents includes any and all claims I or my heirs, representatives, successors, or assigns (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 assigns (including, but not limited to, my spouse and other family).

(Initial) \_\_\_\_ 7. I acknowledge that I have provided valid personal identification to Authority Personnel.

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South Dakota Science and Technology Authority  
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 LIABILITY, AGREEMENT 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]

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## **Appendix D**

### **Sample Certificate of Insurance – Evidencing Compliance with Insurance Requirements in Category 2**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ABC Insurance Co.	NAIC # 1111
	INSURER B: 123 Insurance Co.	3333
INSURED	Party entering into a contract with South Dakota Science and Technology Authority	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		123ABC	07/15/2013	07/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMP/CP AGG \$ 1,000,000
						SIR/Deductible \$ 50,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
A	AUTOMOBILE LIABILITY		ABC123	07/15/2013	07/15/2014	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
A	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTIONS				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					
B	Errors and Omissions		56789	07/15/2013	07/15/2014	Per Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

South Dakota Science and Technology Authority, its officers, agents, employees and representatives, The Regents of the University of California, its officers, agents, employees and representatives; and the United States of America are included as Additional Insured as required by written contract with respects to the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

South Dakota Science & Tech. Authority 630 E. Summit St. Lead SD 57754-1700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	SIGNED

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ACORD 25 (2010/05)

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**Appendix E**  
**Sample Certificate of Insurance –**  
**Evidencing Compliance with**  
**Insurance Requirements in Category 3**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ABC Insurance Co.	1111
	INSURER B: 123 Insurance Co.	3333
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
Party entering into a contract with South Dakota  
Science and Technology Authority

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	123ABC	07/15/2013	07/15/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COM/PROP AGG \$ 1,000,000
						SIR/Deductible \$ 50,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	ABC123	07/15/2013	07/15/2014	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTIONS					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/EMPLOYEE EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	ABC321	07/15/2013	07/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	(If yes, describe under DESCRIPTION OF OPERATIONS below)	N/A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
B	Errors and Omissions		56789	07/15/2013	07/15/2014	E.L. DISEASE - POLICY LIMIT \$ 500,000
						Per Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Barrick Gold Corporation, Homestake Mining Company of California, and the Affiliates of Barrick and Homestake and each of its and their representatives, and the South Dakota Science and Technology Authority, its officers, agents, employees and representatives, and The Regents of the University of California, its officers, agents, employees and representatives, and the United States of America are included as Additional Insured as required by written contract with respects to the General Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

South Dakota Science & Tech. Authority 630 E. Summit St. Lead SD 57754-1700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	SIGNED

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**Appendix F**  
**Sample Certificate of Insurance –**  
**Evidencing Compliance with**  
**Insurance Requirements in Category 4**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Party entering into a contract with South Dakota Science and Technology Authority	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ABC Insurance Co.	NAIC # 1111
	INSURER B: XYZ Insurance Co.	2222
	INSURER C: 123 Insurance Co.	3333
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			123ABC	07/15/2013	07/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							SIR/Deductible \$ 50,000
A	AUTOMOBILE LIABILITY			ABC 123	07/15/2013	07/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	321ABC	07/15/2013	07/15/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> DED	<input type="checkbox"/>	<input type="checkbox"/>				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ABC321	07/15/2013	07/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors and Omissions			56789	07/15/2013	07/15/2014	Per Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Barrick Gold Corporation, Homestake Mining Company of California, and the Affiliates of Barrick and Homestake and each of its and their representatives; the South Dakota Science and Technology Authority, its officers, agents, employees and representatives; The Regents of the University of California, its officers, agents, employees and representatives, and the United States of America are included as Additional Insured as required by written contract with respects to the General Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability policy. "Insured" is primary and any insurance maintained by the additional Insureds shall be non-contributing with "Insured's" insurance as respects claims or liability arising out of or resulting from the acts or omissions of "Insured".

## CERTIFICATE HOLDER

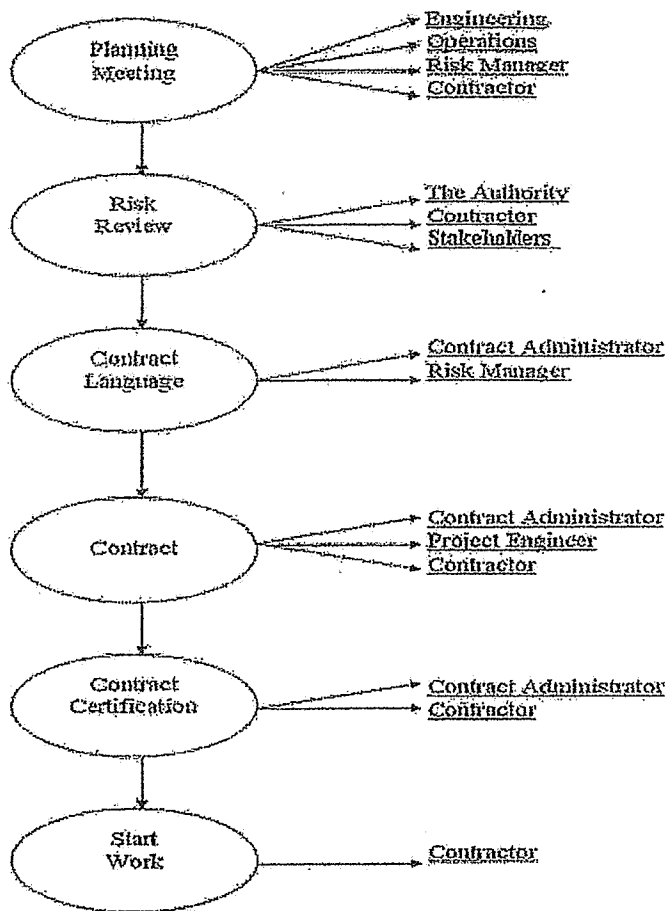
## CANCELLATION

South Dakota Science & Tech. Authority 630 E. Summit St. Lead SD 57754-1700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	SIGNED

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**Appendix G**  
**Risk Transfer Work Flow Diagram**

Risk Transfer Work Flow Diagram



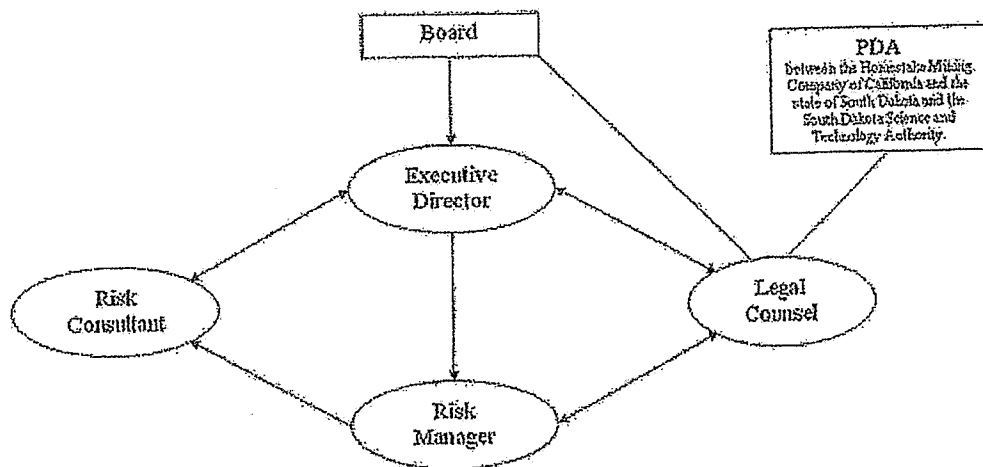
Contractor includes service providers, vendors, consultants and Project Sponsors.

Flow Chart 1

## **Appendix H**

### **Risk Management Diagram**

Risk Management



Flow Chart 2

**Appendix I**

**Supplementary Policy Guidance and  
Certificate of Insurance Review Checklist**



SUPPLEMENTARY POLICY GUIDANCE  
A. RECOMMENDED CONTRACT REVIEW PROCESS

South Dakota Science and Technology Authority  
Contract Review Checklist

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Contract Term \_\_\_\_\_

Contract \$ Amount \_\_\_\_\_

Name of Authority Representative \_\_\_\_\_

<b>Key:</b> Y = Yes; N = No; NA=Not applicable
---------------------------------------------------

\_\_\_\_\_ Is the construction contract or purchase order for materials total amount over \$25,000.00, if so please complete form and send form, supporting documents and contract to Legal Counsel for review.

\_\_\_\_\_ Legal Counsel reviews all change orders and other contracts and purchase orders as requested by SDSTA

**Indemnification Provisions** – this contract contains:

\_\_\_\_\_ Modifications to Authority's Standard Indemnification Provision

\_\_\_\_\_ Provisions limiting Contractor's damages or liability

**Standard Insurance Requirements**

Standard Insurance Requirements included:

\_\_\_\_\_ Category 2 (Low Risk Surface Contract)

\_\_\_\_\_ Category 3 (Other Contract Involving Surface or Underground)

\_\_\_\_\_ Category 4 (Increased Risk Contract)

**Waiver of Insurance Requirements**

\_\_\_\_\_ Insurance Requirement waived? If yes,

State type of coverage waived: \_\_\_\_\_

\_\_\_\_\_ Risk Manager's written approval and/or risk management consultant approval attached?

\_\_\_\_\_ Any part of general liability insurance requirements of Category 2, 3, 4 waived (III D 1-4)?

\_\_\_\_\_ If yes, approval of Executive Director/Legal Counsel obtained?

**Supplement to Standard Insurance Requirements**

\_\_\_\_\_ Standard Insurance Requirements must be modified to include the following coverage(s) (USE Category 2,3,4 IN SECTION III.E. of GUIDELINES):

Insert a "✓" next to all insurance requirements that apply:

- \_\_\_\_\_ Aircraft Liability
- \_\_\_\_\_ Builders Risk
- \_\_\_\_\_ Cargo Insurance
- \_\_\_\_\_ Installation Floater
- \_\_\_\_\_ Pollution Liability
- \_\_\_\_\_ Professional Liability

**Required Insurance Limits**

\_\_\_\_\_ Are limits other than the standard limits required?

If "yes," indicate the revised limits for each applicable coverage and attach written recommendation from risk management consultant:

- \_\_\_\_\_ Commercial General Liability
- \_\_\_\_\_ Business Automobile Liability
- \_\_\_\_\_ Workers Compensation/Employers Liability
- \_\_\_\_\_ Aircraft Liability
- \_\_\_\_\_ Builders Risk
- \_\_\_\_\_ Cargo Insurance
- \_\_\_\_\_ Installation Floater
- \_\_\_\_\_ Pollution Liability
- \_\_\_\_\_ Professional Liability

**Contract Involving Unique Risks**

\_\_\_\_\_ Does the contract involve activities listed in SECTION III.C.1-4 of these guidelines with risks?

*If yes, attach risk analysis and, if applicable the review of insurance limits from risk management consultant.*

**South Dakota Science and Technology Authority  
Certificate of Insurance Review Checklist**

Date \_\_\_\_\_  
Contractor \_\_\_\_\_  
Contract Term \_\_\_\_\_  
Prepared By \_\_\_\_\_

<p><b>Key:</b> ✓ = Criteria is met; U = Unsatisfactory; ? = Unable to determine; N/A = Not applicable</p>
---------------------------------------------------------------------------------------------------------------

**Applicable to ALL Contracts**

\_\_\_\_\_ Insurer(s) maintain A.M. Best rating of A-, VII or better.  
\_\_\_\_\_ Contractor is identified as the insured.

	Coverage as required in the contract	Limit is same or greater than required in the contract	Policy in effect when contract commences
Commercial General Liability	_____	_____	_____
Business Automobile Liability	_____	_____	_____
Workers Compensation	_____	_____	_____
Employers Liability	_____	_____	_____
Supplemental Coverages <sup>1</sup> :	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ The South Dakota Science and Technology Authority, its officers, employees and representatives are named additional insureds on the Contractor's commercial general liability policy.  
\_\_\_\_\_ Declared self-insured retention is not \$100,000 or greater.  
\_\_\_\_\_ The Authority is identified as the certificate holder.  
\_\_\_\_\_ Certificate is signed.

<sup>1</sup> Identify other coverages required under the contract and verify whether these are identified on the certificate of insurance.

Certificate of Insurance Review Checklist

Key: ✓ = Criteria is met; U = Unsatisfactory; ? = Unable to determine; N/A = Not applicable
------------------------------------------------------------------------------------------------

Where Evidencing Compliance with Contracts.

\_\_\_\_\_ Does the cancellation provision provide the Authority at least a thirty (30) days' written notice?

Where Evidencing Compliance with Contracts Using Category 4

The Contractor's commercial general liability insurance:

\_\_\_\_\_ Waives the insurer's right of subrogation against the Homestake Indemnified Parties.

\_\_\_\_\_ Includes a provision that the insurer will not raise any coverage defense based on the statutory immunity of the State, the South Dakota Science and Technology Authority or the Homestake Indemnified Parties.

\_\_\_\_\_ Does not include an insured versus insured endorsement.

\_\_\_\_\_ States that contractual liability coverage is at least as broad as ISO CG 00 01.

\_\_\_\_\_ Provides sixty (60) days' notice of cancellation or material change in coverage or condition via certified mail, return receipt requested.



**Attachment J-7**

**U.S. Department of Labor Wage Determination No. 2015-5377,  
Revision 14**

"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
Daniel W. Simms Director		Wage Determination No.: 2015-5377 Revision No.: 14 Date Of Last Revision: 12/21/2020
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: South Dakota

Area: South Dakota Counties of Bennett Butte Corson Dewey Fall River  
Gregory Haakon Harding Jackson Jones Lawrence Lyman Mellette Perkins  
Shannon Stanley Todd Tripp Ziebach

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.59
01012 - Accounting Clerk II		14.13
01013 - Accounting Clerk III		15.81
01020 - Administrative Assistant		18.17
01035 - Court Reporter		15.59
01041 - Customer Service Representative I		11.84
01042 - Customer Service Representative II		13.31
01043 - Customer Service Representative III		14.52
01051 - Data Entry Operator I		11.38
01052 - Data Entry Operator II		12.41
01060 - Dispatcher Motor Vehicle		14.27
01070 - Document Preparation Clerk		12.41
01090 - Duplicating Machine Operator		12.41
01111 - General Clerk I		11.74
01112 - General Clerk II		12.81
01113 - General Clerk III		14.37
01120 - Housing Referral Assistant		17.38
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.38
01192 - Order Clerk II		12.41
01261 - Personnel Assistant (Employment) I		14.49
01262 - Personnel Assistant (Employment) II		17.00
01263 - Personnel Assistant (Employment) III		18.08
01270 - Production Control Clerk		16.37
01290 - Rental Clerk		11.44
01300 - Scheduler Maintenance		13.93
01311 - Secretary I		13.93

01312 - Secretary II	15.59
01313 - Secretary III	17.38
01320 - Service Order Dispatcher	13.03
01410 - Supply Technician	18.17
01420 - Survey Worker	13.95
01460 - Switchboard Operator/Receptionist	12.38
01531 - Travel Clerk I	11.47
01532 - Travel Clerk II	12.17
01533 - Travel Clerk III	12.87
01611 - Word Processor I	12.41
01612 - Word Processor II	13.93
01613 - Word Processor III	15.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.69
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.17
05110 - Mobile Equipment Servicer	15.41
05130 - Motor Equipment Metal Mechanic	18.87
05160 - Motor Equipment Metal Worker	17.17
05190 - Motor Vehicle Mechanic	18.87
05220 - Motor Vehicle Mechanic Helper	14.52
05250 - Motor Vehicle Upholstery Worker	16.29
05280 - Motor Vehicle Wrecker	17.17
05310 - Painter Automotive	18.01
05340 - Radiator Repair Specialist	17.17
05370 - Tire Repairer	12.66
05400 - Transmission Repair Specialist	18.87
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.49
07041 - Cook I	13.04
07042 - Cook II	14.97
07070 - Dishwasher	10.52
07130 - Food Service Worker	10.72
07210 - Meat Cutter	14.44
07260 - Waiter/Waitress	9.76
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.19
09040 - Furniture Handler	15.19
09080 - Furniture Refinisher	22.19
09090 - Furniture Refinisher Helper	18.07
09110 - Furniture Repairer Minor	20.96
09130 - Upholsterer	20.19
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.13
11060 - Elevator Operator	11.96
11090 - Gardener	15.02
11122 - Housekeeping Aide	11.96
11150 - Janitor	11.96
11210 - Laborer Grounds Maintenance	11.67
11240 - Maid or Houseman	11.26
11260 - Pruner	10.50
11270 - Tractor Operator	13.91
11330 - Trail Maintenance Worker	11.67
11360 - Window Cleaner	13.29
12000 - Health Occupations	
12010 - Ambulance Driver	14.17
12011 - Breath Alcohol Technician	17.19
12012 - Certified Occupational Therapist Assistant	23.58
12015 - Certified Physical Therapist Assistant	23.54
12020 - Dental Assistant	17.23
12025 - Dental Hygienist	33.44
12030 - EKG Technician	26.04
12035 - Electroneurodiagnostic Technologist	26.04
12040 - Emergency Medical Technician	14.17



12071 - Licensed Practical Nurse I	15.36
12072 - Licensed Practical Nurse II	17.19
12073 - Licensed Practical Nurse III	19.15
12100 - Medical Assistant	15.81
12130 - Medical Laboratory Technician	23.13
12160 - Medical Record Clerk	17.70
12190 - Medical Record Technician	19.81
12195 - Medical Transcriptionist	16.36
12210 - Nuclear Medicine Technologist	37.75
12221 - Nursing Assistant I	11.32
12222 - Nursing Assistant II	12.73
12223 - Nursing Assistant III	13.89
12224 - Nursing Assistant IV	15.60
12235 - Optical Dispenser	15.57
12236 - Optical Technician	15.36
12250 - Pharmacy Technician	16.77
12280 - Phlebotomist	15.60
12305 - Radiologic Technologist	26.35
12311 - Registered Nurse I	23.02
12312 - Registered Nurse II	28.16
12313 - Registered Nurse II Specialist	28.16
12314 - Registered Nurse III	34.07
12315 - Registered Nurse III Anesthetist	34.07
12316 - Registered Nurse IV	40.83
12317 - Scheduler (Drug and Alcohol Testing)	21.28
12320 - Substance Abuse Treatment Counselor	19.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.72
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29
13061 - Media Specialist I	13.02
13062 - Media Specialist II	14.56
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70
13072 - Photographer II	14.21
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	12.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.76
14042 - Computer Operator II	14.27
14043 - Computer Operator III	16.95
14044 - Computer Operator IV	17.78
14045 - Computer Operator V	22.35
14071 - Computer Programmer I	(see 1) 19.39
14072 - Computer Programmer II	(see 1) 24.01
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	12.76
14160 - Personal Computer Support Technician	24.25
14170 - System Support Specialist	28.86
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	29.28
15020 - Aircrew Training Devices Instructor (Rated)	34.42
15030 - Air Crew Training Devices Instructor (Pilot)	41.25
15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	29.52
15070 - Flight Instructor (Pilot)	41.25
15080 - Graphic Artist	17.93
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.25
15086 - Maintenance Test Pilot Rotary Wing	41.25
15088 - Non-Maintenance Test/Co-Pilot	41.25
15090 - Technical Instructor	17.62
15095 - Technical Instructor/Course Developer	21.55
15110 - Test Proctor	14.22
15120 - Tutor	14.22
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.17
16030 - Counter Attendant	10.17
16040 - Dry Cleaner	11.61
16070 - Finisher Flatwork Machine	10.17
16090 - Presser Hand	10.17
16110 - Presser Machine Drycleaning	10.17
16130 - Presser Machine Shirts	10.17
16160 - Presser Machine Wearing Apparel Laundry	10.17
16190 - Sewing Machine Operator	12.20
16220 - Tailor	12.84
16250 - Washer Machine	10.65
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.46
19040 - Tool And Die Maker	29.54
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.92
21030 - Material Coordinator	19.12
21040 - Material Expediter	19.12
21050 - Material Handling Laborer	11.72
21071 - Order Filler	10.19
21080 - Production Line Worker (Food Processing)	15.92
21110 - Shipping Packer	14.76
21130 - Shipping/Receiving Clerk	14.76
21140 - Store Worker I	12.12
21150 - Stock Clerk	16.52
21210 - Tools And Parts Attendant	15.92
21410 - Warehouse Specialist	15.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.81
23019 - Aircraft Logs and Records Technician	20.96
23021 - Aircraft Mechanic I	25.35
23022 - Aircraft Mechanic II	26.81
23023 - Aircraft Mechanic III	28.27
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Painter	23.90
23060 - Aircraft Servicer	20.96
23070 - Aircraft Survival Flight Equipment Technician	23.90
23080 - Aircraft Worker	22.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.35
23110 - Appliance Mechanic	23.90
23120 - Bicycle Repairer	16.69
23125 - Cable Splicer	38.48
23130 - Carpenter Maintenance	15.06
23140 - Carpet Layer	22.42
23160 - Electrician Maintenance	21.44
23181 - Electronics Technician Maintenance I	22.42
23182 - Electronics Technician Maintenance II	23.90

23183 - Electronics Technician Maintenance III	25.35
23260 - Fabric Worker	20.96
23290 - Fire Alarm System Mechanic	25.35
23310 - Fire Extinguisher Repairer	19.52
23311 - Fuel Distribution System Mechanic	34.08
23312 - Fuel Distribution System Operator	26.62
23370 - General Maintenance Worker	18.00
23380 - Ground Support Equipment Mechanic	25.35
23381 - Ground Support Equipment Servicer	20.96
23382 - Ground Support Equipment Worker	22.42
23391 - Gunsmith I	19.52
23392 - Gunsmith II	22.42
23393 - Gunsmith III	25.35
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.13
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	20.23
23430 - Heavy Equipment Mechanic	25.55
23440 - Heavy Equipment Operator	21.22
23460 - Instrument Mechanic	25.35
23465 - Laboratory/Shelter Mechanic	23.90
23470 - Laborer	11.72
23510 - Locksmith	23.90
23530 - Machinery Maintenance Mechanic	26.90
23550 - Machinist Maintenance	22.23
23580 - Maintenance Trades Helper	18.07
23591 - Metrology Technician I	25.35
23592 - Metrology Technician II	26.81
23593 - Metrology Technician III	28.27
23640 - Millwright	25.35
23710 - Office Appliance Repairer	23.90
23760 - Painter Maintenance	16.21
23790 - Pipefitter Maintenance	20.38
23810 - Plumber Maintenance	19.21
23820 - Pneudraulic Systems Mechanic	25.35
23850 - Rigger	25.35
23870 - Scale Mechanic	22.42
23890 - Sheet-Metal Worker Maintenance	24.89
23910 - Small Engine Mechanic	22.42
23931 - Telecommunications Mechanic I	29.74
23932 - Telecommunications Mechanic II	31.45
23950 - Telephone Lineman	23.67
23960 - Welder Combination Maintenance	17.93
23965 - Well Driller	21.49
23970 - Woodcraft Worker	25.35
23980 - Woodworker	19.52
24000 - Personal Needs Occupations	
24550 - Case Manager	12.30
24570 - Child Care Attendant	9.64
24580 - Child Care Center Clerk	12.39
24610 - Chore Aide	12.16
24620 - Family Readiness And Support Services Coordinator	12.30
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.35
25040 - Sewage Plant Operator	19.10
25070 - Stationary Engineer	25.35
25190 - Ventilation Equipment Tender	18.07
25210 - Water Treatment Plant Operator	19.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.14
27007 - Baggage Inspector	12.90
27008 - Corrections Officer	17.26
27010 - Court Security Officer	18.09

27030 - Detection Dog Handler	14.45
27040 - Detention Officer	17.26
27070 - Firefighter	18.67
27101 - Guard I	12.90
27102 - Guard II	14.44
27131 - Police Officer I	20.07
27132 - Police Officer II	22.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.38
28042 - Carnival Equipment Repairer	14.45
28043 - Carnival Worker	10.12
28210 - Gate Attendant/Gate Tender	17.42
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	19.50
28510 - Recreation Aide/Health Facility Attendant	14.23
28515 - Recreation Specialist	24.15
28630 - Sports Official	15.52
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.42
29020 - Hatch Tender	22.42
29030 - Line Handler	22.42
29041 - Stevedore I	20.96
29042 - Stevedore II	23.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
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	20.25
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	20.19
30362 - Paralegal/Legal Assistant II	25.01
30363 - Paralegal/Legal Assistant III	30.60
30364 - Paralegal/Legal Assistant IV	37.02
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	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35

30495 - Unexploded (UXO) Sweep Personnel	25.35
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	30.67
31020 - Bus Aide	11.42
31030 - Bus Driver	15.57
31043 - Driver Courier	15.59
31260 - Parking and Lot Attendant	12.07
31290 - Shuttle Bus Driver	17.01
31310 - Taxi Driver	13.64
31361 - Truckdriver Light	17.01
31362 - Truckdriver Medium	18.26
31363 - Truckdriver Heavy	17.30
31364 - Truckdriver Tractor-Trailer	17.30
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.48
99050 - Desk Clerk	11.00
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	13.13
99252 - Laboratory Animal Caretaker II	14.07
99260 - Marketing Analyst	25.78
99310 - Mortician	25.35
99410 - Pest Controller	20.84
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	13.06
99711 - Recycling Specialist	15.56
99730 - Refuse Collector	11.92
99810 - Sales Clerk	12.62
99820 - School Crossing Guard	13.57
99830 - Survey Party Chief	19.98
99831 - Surveying Aide	12.86
99832 - Surveying Technician	16.73
99840 - Vending Machine Attendant	14.12
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

## **Attachment J-8**

### **Environmental, Safety and Health Requirements**

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## SECTION 013100 – ENVIRONMENT, SAFETY, AND HEALTH REQUIREMENTS

### PART 1 GENERAL

#### 1.1 LABORATORY'S ES&H POLICY

- A. Fermi Research Alliance, LLC (FRA), holds safety and environmental protection to the highest importance. FRA's policy is to protect the environment and the safety and health of all persons, may they be facilities employees, subcontractor employees, scientific visitors, or visiting members of the public, from accident or injury while they are being managed by FRA.
- B. Nothing shall have a higher priority.

#### 1.2 SUMMARY

- A. This section describes the requirements, responsibilities and expectations for the environment, safety and health (ES&H) aspects of the project.
- B. Safety, as used in this document, encompasses environment, safety, and health, including pollution prevention and waste minimization.
- C. The Subcontractor shall provide all labor, materials, equipment, services, occupational exposure monitoring, and supervision required to maintain work sites that meet the ES&H requirements of all applicable federal, state, local and SURF site specific permits. In addition, the Subcontractor shall protect the environment and the safety and health of its employees, the employees of its sub-subcontractors, sub-tier vendors, FRA's employees and the general public.

#### 1.3 REFERENCES

- A. The Subcontractor and sub-tiered contractors shall comply with the following referenced documents. The publications referenced herein, form a part of this Section and Subcontract documents.
  - 1. Fermilab ES&H Manual <http://eshq.fnal.gov/manuals/feshm/>
  - 2. 29 CFR 1904, Record Keeping Guidelines for Occupational Injuries and Illnesses
  - 3. 29 CFR, 1910, Occupational Safety and Health General Industry Standards
  - 4. 29 CFR 1926, Occupational Safety and Health Standards for Construction
  - 5. 40 CFR Protection of the Environment (USA EPA)
  - 6. 49 CFR Transportation
  - 7. South Dakota's Rules of the Division of Motor Services
  - 8. South Dakota's Department of Environment & Natural Resources Codified Laws & Rules
  - 9. DOE Order 442.1A, Department of Energy Employee Concerns Program
  - 10. DOE Standard 1212, 2012, Explosives Safety
  - 11. SURF Explosives Safety Requirements
  - 12. National Fire Protection Association (NFPA) codes and standards
  - 13. NFPA 70E, Standard for Electrical Safety in the Workplace (2009)

14. American Society of Mechanical Engineers (ASME) Codes and Standards:
    - a. ASME B30 Series, Crane Safety
    - b. ASME B31 Standards of Pressure Piping
  15. American National Standards Institute (ANSI) Standards:
    - a. ANSI A10, Construction Package
    - b. ANSI Z136.1 Safe Use of Lasers
- B. Additional information can be found at: <http://eshq.fnal.gov/worker-safety-health-for-subcontractors/>.
- C. The protective measures to be taken where this hazard is present shall be communicated to the Subcontractor through the FRA Construction Coordinator. FRA has an extensive level of expertise in management of ionizing radiation hazards that will be utilized to identify the work locations where such hazards are present and establish these protective measures.
- D. The publications listed below form a part of this specification to the extent referenced.
- |    |        |                                                      |
|----|--------|------------------------------------------------------|
| 1. | 001100 | Subcontract General Provisions (FL-1)                |
| 2. | 001200 | Construction Subcontract Terms and Conditions (FL-3) |
| 3. | 013100 | ES&H Requirements                                    |

#### 1.4 DEFINITIONS

- A. Competent Person: One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate the identified hazardous. Duties related to ES&H shall take precedence over other duties.
- B. Construction: The combination of erection, installation, assembly, demolition, or fabrication activities involved to create a new facility or to alter, add to, rehabilitate, dismantle, or remove an existing facility. It also includes the alteration and repair (including dredging, excavating, and painting) of buildings, structures, or other real property, as well as any construction, demolition, and excavation activities conducted as part of environmental restoration or remediation efforts.
- C. Construction Coordinator (or Task Manager): A FRA person responsible for ensuring the work being performed is in conformance to the subcontract technical requirements. The FRA Construction Coordinator is the primary point of contact with the Subcontractor. The term Construction Coordinator shall also mean Task Manager and therefore, interchangeable within the subcontract documents.
- D. Construction Manager: An individual or firm responsible to DOE or its contractor, Fermi Research Alliance, LLC, for the supervision and administration of a construction project to ensure the construction contractor's compliance with construction project requirements.
- E. Construction Management Office: An office comprising of a Construction (Project) Manager, Construction Coordinator, Procurement Administrator, and ES&H Safety Coordinator. This office is responsible for supervising and administering the

construction project to ensure the construction subcontractor's compliance with technical specifications and ES&H requirements. An office member will serve as the primary liaison between the Subcontractor and FRA, and this office member is the designated Construction Coordinator.

- F. Construction Worksite: The area within the limits necessary to perform the work described in this Subcontract.
- G. Design Coordinator: A FRA person who is assigned to the project and works with the Construction (Project) Manager and Construction Coordinator to assist in the technical coordination of the project.
- H. ES&H Coordinator: A FRA person responsible for ES&H guidance, periodic construction site visits, support for the FRA Construction Coordinator, and provide oversight of the Subcontractor's safety program. The ES&H Coordinator will review Hazard Analysis and training documentation for on-going work activities. Any deficiencies noted shall be brought to the attention of the FRA Construction Coordinator for follow up with the Subcontractor. The ES&H Coordinator has authority to stop work activities for imminent danger, fatality, or major environmental release, but does not have authority to direct changes in the work scope of the project or the Subcontractor's means and methods of construction.
- I. Fermi Research Alliance, LLC (FRA) – The entity that manages Fermi National Accelerator Laboratory (Fermilab and leased space) for the U.S. Department of Energy's Office of Science.
- J. Field Superintendent: One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate the identified hazardous. The superintendent's role is to run the day-to-day operations and control the short-term schedule. In addition, the superintendent includes important quality control and coordination responsibilities with sub tier contractor/vendors. FRA also requires the Subcontractor Field Superintendent to have completed an OSHA 30-hour construction safety course. Duties related to ES&H shall take precedence over other duties.
- K. Imminent Danger: A hazard which, if allowed to persist, is likely to cause an accident that will result in death, injury, property damage, or environmental impairment.
- L. Integrated Safety and Environment Management (ISEM): ISEM is defined as a system for performing work safely and in an environmentally responsible manner. The term "integrated" is used to indicate that the Environment, Safety and Health (ES&H) management systems are normal and natural elements of accomplishing work. The intent is to integrate the management of ES&H with the management of the other primary elements of construction: quality, scope, cost, and schedule. FRA subscribes to the philosophy of Integrated Safety and Environment Management (ISEM) by following the program outlined in this section. The ISEM core functions are implemented by robust daily work planning of construction activities. The ISEM core functions include 1) define the scope of work, 2) identify and analyze the hazards, 3) develop and implement hazard controls, 4) perform work with controls,

and 5) provide feedback for continuous improvement. FRA also requires this of subcontractors and sub-tier subcontractors.

- M. Procurement Administrator: A FRA person responsible for and specifically assigned to the project, who is responsible for negotiating and administering the subcontract terms and conditions. All modifications to the subcontract shall come from the Procurement Administrator or designee, in writing. The Procurement Administrator or designee is the sole entity that can modify the subcontract or initiate change orders.
- N. Project Manager: A FRA person responsible for managing, phasing, and ensuring the project is meeting key milestones.
- O. Qualified Person: One who, by possession of a recognized degree, certification, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- P. South Dakota Science and Technology Authority (SDSTA): The entity that manages the Sanford Underground Research Facility.
- Q. Sanford Underground Research Facility (SURF): Underground research facility, located in Lead, South Dakota.
- R. Subcontractor's Safety Officer/Representative: The Subcontractor's Safety Representative shall have completed the OSHA 30-hour construction safety course and have a minimum of 10 years of construction safety experience consistent with the type of activities included in the scope of work.
- S. Subcontractor's ES&H Program: Subcontractor's (corporate) company policies and procedures to ensure operations comply with applicable safety and occupational health laws and regulations, and protect the safety and health of employees and members of the public.
- T. Stop-Work Order: A definitive statement made openly to another individual that an imminent danger situation exists and therefore, all related work must stop immediately.

## 1.5 SUBMITTALS

- A. ES&H Submittals Required Prior to Notice to Proceed but not limited to. Within ten (10) business days after subcontract award, the Subcontractor shall submit the following to FRA for acceptance. These items must be submitted and accepted by FRA prior issuance of Notice-To-Proceed (NTP):
  - 1. Hazard Analysis (if NTP is waived, a project Hazard Analysis is still required prior to commencement of work). The initial hazard analysis, at a minimum, should be for visitor's access to the work site and mobilization. Depending on the scale and scope of the project, a more detailed hazard analysis may be required;
- B. Submittals after Notice to Proceed include, if applicable:
  - 1. Individual Trade, Craft, or Task Specific Hazard Analysis



2. Global Harmonizing System, Safety Data Sheets (SDS)
3. Tabulation of On-site Work Hours on a Weekly basis as part of Weekly Progress Meetings
4. Incident Investigation Reports
5. Lift Plans
6. Welding Plans
7. Environmental, Erosion Control Reports; and
8. Excavation Plans, etc.

#### 1.6 STOP WORK AUTHORITY

- A. If unsafe behavior or potential environmental release is observed, any FRA, SDSTA, or subcontractor worker shall stop the task activity, inform the Construction Coordinator and Subcontractor's Field Superintendent.
- B. If the hazard cannot be abated in a timely manner, the work activity shall be stopped through the use of a Stop Work Order by the FRA Construction Coordinator and the FRA Procurement Administrator.
- C. Work shall not be permitted to continue until the hazardous situation has been eliminated and FRA has issued a Restart Work Order.
- D. The Subcontractor is solely responsible for safe working methods, Subcontractor shall ensure that Subcontractor's employees, sub tier subcontractor employees, FRA or SDSTA workers and other personnel or visitors are not exposed to safety hazards inside their designated work sites.

#### 1.7 ENFORCEMENT

- A. The State of South Dakota Bureau of Administration, Office of Risk Management has the authority to shut-down the site in response to a significant incident.

#### 1.8 SUBCONTRACTOR'S ENVIRONMENT, SAFETY, AND HEALTH PROGRAM

- A. On all subcontracts that require performance bonding, the Subcontractor shall have an ES&H Program that is commensurate with the complexity and nature of the work. This ES&H Program will describe the Subcontractor's overall commitment to safety and measures that will be taken specific to this project work scope and site. The following describes the ES&H Program requirements.
  1. The Subcontractor shall submit to FRA one (1) printed copy and one (1) electronic copy in Adobe portable document format (PDF);
  2. The ES&H Program will address the Subcontractor's commitment to each of the following Integrated Safety and Environment Management (ISEM) principals. A brief explanation and key elements to be addressed follows each:
    - a. Line Management Responsibility for Safety: Line management shall be responsible and accountable for the protection of the employees, the public, and the environment. Examples of expected items to support this statement are:
      - 1) Statement of ES&H policy and goals;

- 2) Workforce accountability for strict compliance with subcontractor's ES&H program;
  - 3) Policy statement concerning substance abuse on the construction worksite;
  - 4) Process for progressive discipline;
  - 5) Means of holding sub-tier contractors accountable for compliance with ES&H requirements;
  - 6) Evidence of worker participation;
  - 7) Participation of management in safety meetings, inspection, and documentation;
  - 8) Process for employees to identify and help resolve ES&H issues quickly, including stop work authority; and
  - 9) Management support without hint of retribution or harassment.
  - 10) On-going status and compliance verification reporting to FRA.
- b. Clear Roles and Responsibilities: The roles and responsibilities, and authority at all levels of the organization, including potential sub-tier subcontractors are clearly identified. Examples of expected items to support this statement are:
- 1) ES&H and Quality Control (QC) responsibilities for principals, field superintendent, foremen, competent person, ES&H officer, and workforce are documented; and
  - 2) Stop work authority.
- c. Competence Commensurate with Responsibility: Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities. Examples of expected items to support this statement are:
- 1) Identification of required training and experience of field superintendent, foremen, competent person, ES&H personnel, and workforce;
  - 2) Identification of process for documenting completion of training;
  - 3) Process for assuring sub-tier contractors are adequately skilled to perform their work activities; and
  - 4) Training for employees and sub-tiers employees on Integrated Safety Management and hazard analysis.
- d. Balanced Priorities: Resources are effectively allocated to address safety, programmatic, and operational considerations. Protecting the public, the workers, and the environment shall be a priority whenever activities are planned and performed. Examples of expected items to support this statement are:
- 1) Management commitment of resources to adequately implement their ES&H program;
  - 2) Selection process for sub-tier contractors that include cost, quality, schedule adherence, and safety performance; and
  - 3) Process for the Subcontractor to authorize start of work by sub-tier contractors.
- e. Identification of Safety Standards and Requirements: Before work commences, the associated hazards are evaluated and an agreed upon set of safety standards and requirements are established which will provide adequate assurance that the public, the workers, and the

environment are protected from adverse consequences. Examples of expected items to support this statement are:

- 1) Subcontractor ES&H Program, by reference;
- 2) Subcontractor QC Program, by reference; and
- 3) Hazard analysis process which includes defining scope of work, analysis of hazards, identification of hazard controls, requirement to perform work within these controls, and means to provide feedback and improvement.

f. Hazard Controls Tailored to Work Being Performed: Administrative and engineering controls, tailored to the work being performed, are present to prevent and mitigate hazards. Examples of expected items to support this statement are:

- 1) Hazard analysis process;
- 2) Subcontractor ES&H Program, by reference;
- 3) Planning and selection of appropriate and effective protective measures;
- 4) Active regimen of workplace inspections and prompt abatement of identified hazards; and
- 5) Occupational exposure (industrial hygiene) monitoring to verify adequacy of controls and compliance with occupational exposure limits;
- 6) Inspections, assessment, and audits of sub-tier contractor's adherence to ES&H and QC program;
- 7) Daily work planning and hazard reviews at the worker level documented in form found in Attachment B.

g. Operations Authorization: The conditions and requirements to be satisfied for operations to be initiated and conducted are clearly established and understood by all. Examples of expected items to support this statement are:

- 1) Process to assure workers are informed of hazards and required protective measures before work is allowed to begin;
- 2) Process to assure workers, including sub-tier contractors are appropriately trained to do their job safely;
- 3) Process to assure that when an incident occurs, the scene is secured until the incident investigation is complete; and
- 4) Investigation process includes analysis, examination of trends and lessons learned, and a means to report to FRA in a timely manner.
- 5) Process to assure that applicable permits are in place prior to allowing work to commence.

B. The ES&H Program should describe the following:

1. Basic Safety and Health Provisions including Emergency Action/Response Plan, Accident Investigation Program, Recording and Reporting of Injuries, Housekeeping, Hazard Communication Plan, Personal Protective Equipment and Fire Protection and Prevention.
2. Hazard Analysis Process including how hazards are identified and analyzed, preventive controls and the periodic inspection program. How workers are informed of hazards and protective actions. How objective evidence, i.e., monitoring results, is to be used for establishing controls measure, including exposures assessments to verify adequacy of control, e.g., verifying

- adequacy of hearing protection while monitoring equipment noise that is expected to be greater than 85dba exposure.
- 3. Waste Handling and Disposal including characterization of waste, packaging and labeling requirements and assurance that appropriate transportation and handling facilities will be used;
- 4. Erosion Control and Environmental Protection including Storm Water Pollution Prevention Plan (SWPPP) when required and Erosion/Sediment Control Plan(s);
- 5. Other Program components (as dictated by the scope of this work) including the following:
  - a. Control of Hazardous Energy (Lockout/Tagout);
  - b. Confined Space;
  - c. Concrete Cutting;
  - d. Hearing Conservation;
  - e. Ionizing Radiation;
  - f. Nonionizing Radiation;
  - g. Lead, Beryllium, or Other Metals;
  - h. Electrical (including Power Transmission and Distribution);
  - i. Welding and Cutting;
  - j. Scaffolds;
  - k. Fall Protection;
  - l. Excavations;
  - m. Signs, Signals, And, Barricades;
  - n. Tools - Hand and Power;
  - o. Ladders & Stairways;
  - p. Commercial Diving Operations;
  - q. Motor Vehicles, Mechanized Equipment, and Marine Operations;
  - r. Cranes, Derricks, Hoists, Elevators, and Conveyors;
  - s. Concrete and Masonry Construction;
  - t. Steel Erection;
  - u. Underground Construction, Caissons, Cofferdams, & Compressed Air
  - v. Demolition; and
  - w. Blasting and the Use of Explosives

- C. Changes and Updates: The ES&H Program is a living program. Updates that reflect changes to processes and program shall be submitted as changes are made. FRA may require changes for the program acceptance prior to Subcontract award. Once accepted by FRA, the Subcontractor shall be required to comply with the requirements set forth in their program.

## 1.9 JOB SITE ORIENTATION

- A. The Subcontractor shall ensure and demonstrate; through a documented job site orientation program that sub-tier subcontractor personnel are aware of the ES&H requirements of the job.
- B. The Sub-tier subcontractors working for the Subcontractor shall follow and perform all required ES&H programs defined by the Subcontractor's approved and accepted ES&H program for the job site.

## 1.10 HAZARD ANALYSIS

- A. The hazard analysis document details the specific hazards associated with the work activities and mitigating actions (including personal protective equipment) that the Subcontractor and Sub-tier subcontractors will take to reduce or eliminate the risk of injury.
- B. The initial hazard analysis shall be submitted and accepted by FRA prior to notice to proceed (NTP).
- C. As the project progresses, task specific hazard analysis shall be prepared and submitted. The Subcontractor shall prepare a hazard analysis for all trade work. A link to the hazard analysis can be found at <http://eshq.fnal.gov/worker-safety-health-for-subcontractors/>. The format shall be used unless otherwise approved, see attachment D.
- D. The following criteria shall be addressed, if applicable, when developing the hazard analysis:
  - 1. A FRA accepted hazard analysis shall be required for all work activities;
  - 2. All subcontractor and sub tier subcontractor employees are required to sign the analyses affecting their work thereby acknowledging understanding of the hazards and the mitigation activities. The signature list shall be available for review by the FRA Construction Management Office. As the HA is updated, the subcontractor and sub-tier subcontractor employees shall be advised of the new information and re-sign the document;
  - 3. Prior to the start of subsequent new work activities, the Subcontractor shall review and revise the hazard analysis, or develop a new hazard analysis, as necessary to incorporate new hazards. Each revision must be submitted and accepted by FRA before the associated element of work is begun;
  - 4. Safety Data Sheet (SDS) of products that may significantly impact the safety or environment of the site or subcontractor personnel are to be submitted as part of the hazard analysis process;
  - 5. The name of Competent Persons shall be included on the hazard analysis and communicated to all affected workforces;
  - 6. Specific procedures in the areas of fall protection, excavation, confined space, hoisting and rigging, and Lockout/Tagout may be required as job conditions dictate; and
  - 7. Identifying silica exposure such as cutting masonry products, installing, cutting, or removing concrete, installation of or removal of sheet rock compound or dealing with other silica constraining products.
- E. The FRA Construction Management Office will provide informal hazard analysis training for Subcontractor and sub-tier contractor personnel upon request.

## 1.11 EXISTING UTILITIES, EQUIPMENT, AND STRUCTURES

- A. Utility Identification and Location:
  - 1. Structures and utilities shown on the drawings represent the best information available. Their number and exact locations are not guaranteed. Excavation during construction may reveal the presence of underground drainage tiles, culverts, utilities, and other obstructions. The Subcontractor shall request

from FRA direction for rerouting, sealing or otherwise modifying underground obstructions not shown on the drawings.

2. The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by FRA.
3. The Subcontractor shall protect from damage all existing infrastructure (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, FRA may have the necessary work performed and charge the cost to the Subcontractor.
4. Utilities in the area of the excavation, must be de-energized/de-pressured and lock-out/tagged-out, in accordance with SURF Excavation Permit requirements. If the services cannot be de-energized/de-pressured, then vacuum excavation methods, consisting of air or water to break up the soil and a vacuum device to collect the spoil, shall be used to locate fiber optic cables, electrical cables, duct banks, and gas lines prior to the excavation activity.

B. Work on Existing Utilities:

1. The Subcontractor will identify through drawings, notations and field locates, the approximate location of known utilities and sub-surface structures and obtain locates through South Dakota One Call system. For underground construction conforming to 1926.800, contact the FRA Construction Coordinator for determination of utility locate requirements;
2. No work shall be performed on existing in-service utility systems without prior approval and coordination of the system outage by the FRA Construction Coordinator;
3. Pressure shall be relieved on all piping systems before opening system and starting the work;
4. Lockout/Tagout shall be used by the Subcontractor for all valves, blank-offs and relief lines;
5. "Hot Tap" connections on utility services shall not be permitted unless specified by the subcontract documents and specific procedures have been submitted to and accepted by FRA.
6. Existing fire and life safety systems shall be re-activated at the end of each business work day. If systems are unable to be re-activated at the end of the business work day, notification must be made to the FRA Construction Coordinator.

C. Record of Installed Underground Utilities:

1. The Subcontractor shall provide “As-Conditions” record drawings of installed underground utilities to FRA Construction Coordinator.

#### 1.12 ENVIRONMENTAL ISSUES AFFECTING THE WORK

- A. Soil Erosion and Sediment Control shall be employed on all projects involving excavations. The following requirements apply:
  1. Subcontractor shall have all required erosion control devices required by the Soil Erosion Sediment Control Plan (SESCP) or SWPPP (if required) and as shown on the drawings, in place prior to commencing any work for which they are required.
    - a. As the work evolves, additional interim control structures may be required in order to protect waterways and/or comply with permit terms and conditions.
    - b. Costs for installation and maintenance of these structures shall be considered incidental to the project and included in the original proposal.
    - c. The Subcontractor shall install all such structures within 24 hours of notification by FRA.
  2. Maintenance of Erosion Control Structures:
    - a. Subcontractor shall be required to perform inspections of all control structures as specified in the drawings and SWPPP, and to maintain all control devices until final stabilization of all disturbed areas.
    - b. Subcontractor shall perform at a minimum, weekly erosion control inspections and after ½-inch or more precipitation events.
  3. Temporary and Permanent Seeding and Stabilization
    - a. The Subcontractor shall be required to follow seeding dates and requirements as specified elsewhere.
    - b. The Subcontractor shall be responsible for providing appropriately vegetated surfaces as outlined in the technical specifications or specified on the drawings.
    - c. The Subcontractor shall be responsible for establishing sufficient final vegetation required for stabilization as accepted by FRA to removing the erosion control structures. Any permanent seeding operations completed at the end of the growing season shall be carried out per dormant seeding requirements (South Dakota’s General Permit to Storm Water Discharges Associated with Construction Activities). Subcontractor shall be responsible for establishing final vegetation over all disturbed areas.

#### 1.13 ADVANCE NOTICE OF WORK ACTIVITIES

- A. The following activities require the Subcontractor to provide written notification to the FRA Construction Coordinator a minimum of three (3) business days prior to the commencement of work:
  1. Interruption of road traffic;
  2. Closure of any roads;
  3. Connection to or interruption of any existing underground utility;
  4. Intended use from any water from hydrant;
  5. Connection to temporary electric power sources;
  6. Request for disablement of fire alarms or related safety devices;

7. Request for disablement of fire protection systems;
8. Intended activity beyond the specified construction limits;
9. Intended access to or work within a confined space;
10. Connection to or interruption of any existing power system;
11. Saw cutting or core drilling at manholes, foundations and paved areas;
12. Excavation activities;
13. Backfilling of underground utilities;
14. Delivery of a radioactive source on the SURF site.

- B. Subcontractor must receive FRA's approval prior to proceeding on the above listed work activities.

#### 1.14 SUBCONTRACTOR'S PROJECT TEAM & PERSONNEL

- A. Field Superintendent - The Subcontractor shall, at all times during the progress of the work, provide a competent superintendent. In addition, the following requirements for the Field Superintendent are described below:
1. The Subcontractor shall provide a competent Field Superintendent, who is the Subcontractor's representative designated for the duration of the project to the running of the day-to-day operations of the work including safety, quality control and sub-tier subcontractor coordination responsibilities.
  2. The Field Superintendent shall have knowledge and experience of Occupational Safety and Health Administration (OSHA) and other related safety standards, and has the authority to enforce such standards in the field.
  3. The Field Superintendent must be present on the project site whenever work activities are ongoing.
  4. In the absence of the designated Field Superintendent, the Subcontractor shall identify an alternate individual with similar qualifications acceptable to FRA.
  5. Should more than one work shift be required on this project, the Subcontractor shall identify and assign a designated individual meeting the above requirements for each work shift.
  6. In the event excavations are part of the project scope, the Subcontractor shall provide a competent person for excavation activities who meets the requirements of OSHA 29 CFR 1926.650 (b).
  7. In the event scaffolding is be utilized during the execution of the project, the Subcontractor shall provide a competent person for scaffolding who meets the requirements of OSHA 29 CFR 1926.450 (b).
- B. Subcontractor's Safety Representative - If a Subcontractor's Safety Representative is required, the Subcontractor shall employ a Safety Representative who acts as the authorized agent of the Subcontractor, responsible for safety activities of all work sites under this subcontract.
- C. The Subcontractor's Field Superintendent, or if required by this Subcontract, the Subcontractor's Safety Representative shall interface with the FRA Construction Coordinator and FRA ESH Coordinator on all safety matters, and assure the subcontractor does the following:
1. Act as the Competent Person
  2. Provide Input to Daily Task/Work Planning Meeting



3. Interface with FRA Construction Coordinator on all safety matters;
  4. Prepare and submit Hazard Analyses including revisions and updates;
  5. Review and accept sub-tier safety plans and hazard analyses;
  6. Assure that all sub-tier contractors have accepted the ES&H Plan;
  7. Update the ES&H Plan as required;
  8. Maintain a list of Competent and Qualified Persons;
  9. Assure that Hazard Analyses are understood and signed by all workers;
  10. Inspect work in progress;
  11. Identify and reports and corrects deficiencies;
  12. Assure that personal protective equipment is available;
  13. Conducts tool box meetings;
  14. Maintain all safety records including minutes, training records, inspections, etc.
  15. Maintain safety related signage;
  16. Assure that equipment inspections are performed;
  17. Attend weekly construction meetings;
  18. Coordinate permit applications with FRA Construction Coordinator;
  19. Investigates all incidents.
- D. The Subcontractor's Safety Representative or the alternate shall be present at all meetings between the Subcontractor and FRA at which changes in construction methodology are discussed. The Subcontractor's Safety Representative shall approve these changes.
- E. Drug and Alcohol-Free Work Place - All personnel of the subcontractor, sub-subcontractors, and sub-tiers are prohibited from being under the influence of alcohol, or being under the influence, or engaging in the unlawful manufacture, distribution, dispensing, possession, or use of, controlled and restricted substances while on duty. Controlled substances include those listed in Schedules I - V of the Controlled Substances Act, 21 U.S.C. § 812 and related federal regulations, 21C.F.R. §§ 1308.11-1308.15, as amended from time-to-time.
- F. After damage to property or environment release by the subcontractor or sub tier contractor associated personnel are subject to drug testing and results shall be submitted to the FRA Construction Coordinator.

#### 1.15 IDENTIFICATION BADGING

- A. The Subcontractor employees and sub-tier sub-subcontractors working on site will be required to obtain an FRA identification badging number and a SURF access identification badge, in order to access the job site.
1. The FRA Construction Coordinator will assist in the process of identification badging;
  2. The Subcontractor and sub-tiers should submit FRA ID Application Form, 24-hours prior to accessing job site to the FRA Construction Coordinator;
  3. Once identification badges are obtained, they shall be available at all times while on and entering the SURF site; and
  4. Deliveries, incidentals, and escorted work activities under eight (8) hours are exempted from the badging requirement.

## 1.16 TRAINING

- A. All Subcontractors and sub-tiers working at SURF shall attend Surface and Underground Orientation training, as appropriate. Each orientation class is approximately half-hour conducted weekdays at 7:30 a.m. Scheduling of orientation training is through the ES&H Coordinator. The orientation and badging efforts require approximately two (2) hours.
- B. All Subcontractors and sub-tiers will be required to participant in a site-specific walk-through of the subcontract work areas. This site-specific walk-through will take approximately one (1) hour.
- C. For underground work, the Subcontractor will designate, at a minimum, one individual for each work level to receive expanded underground (Guide) training. This training will take approximately three (3) days for a total of twenty-four (24) hours.

## 1.17 WASTE DISPOSAL/RECYCLING

- A. No trash burning, dumping, or disposal is permitted on SURF or Fermilab leased property. Disposal of all other trash and waste materials generated during the performance of this subcontract shall be the responsibility of the Subcontractor and must be performed in compliance with all applicable federal, state and local laws and regulations.
- B. The governing statutes include, but are not limited to, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the South Dakota Environmental Protection Act/Solid and Special Waste Management Regulations, and the laws and regulations of any other state receiving regulated waste material generated during the performance of this Subcontract.
- C. Off-site disposal of recycled materials, trash, debris, demolished material, pallets, crates, packing materials, rubbish and all waste material shall be the responsibility of the Subcontractor. The goal for recycling construction and demolition waste is 80% based on weight, excluding restricted metals.
- D. The Subcontractor shall furnish all necessary dumpsters or containers to prevent dispersion of debris both within and outside of the construction site.
- E. Approved Recycling:
  - 1. The Subcontractor shall utilize a recycling waste hauler, obtain a report on percentage recycled by weight from the vendor and submit the report to the FRA Construction Coordinator;
  - 2. The minimum amount of recycled material is 50% as measured by weight excluding metals restricted by above in paragraph B.
  - 3. The Subcontractor shall submit a report that details the percentage, by weight, of recycled materials.
- F. Regulated Waste:

1. Where regulated waste is generated, the Subcontractor shall immediately notify the FRA Construction Coordinator; and
2. Unless specified above in paragraph B, all regulated waste shall be disposed of per federal, state, and local regulations.

## **PART 2 PRODUCTS - Not Used**

## **PART 3 EXECUTION**

### **3.1 PERMITS**

- A. The Subcontractor shall obtain all necessary municipality permits as required. All SURF required permits will be identified to the Subcontractor by the FRA and will arrange for all necessary permits at no cost to the Subcontractor.
- B. No work activity shall be performed without the required permits.
- C. Activities requiring permits include, but are not limited to:
  1. Blasting;
  2. Excavation;
  3. Electrical work;
  4. Hot Work (Burning/Welding & Spark Producing);
  5. Modification to drinking water, sanitary sewer systems or Industrial Cooling Water;
  6. Radioactive sources on site;
  7. Moving government or SURF property off site.
- D. The Subcontractor shall comply with all restrictions or provisions listed on permits.
- E. All requests for permits shall be made a minimum of two (2) working days prior to the need for the permit, except excavation permit.
- F. Confined Space Permit: The minimum acceptable requirements for confined space work at SURF include:
  1. The FRA Construction Coordinator shall identify all existing confined work spaces to the Subcontractor;
  2. If a Subcontractor is required to enter a permit-required confined space as part of their contract with FRA, the subcontractor shall provide the FRA Construction Coordinator with the following information at the pre-construction meeting or at least five (5) working days prior to entry:
    - a. A written copy of the Subcontractor's confined space entry program;
    - b. Training records for potential entrants, attendants, and entry supervisors;
    - c. Evidence that all air monitoring equipment is properly calibrated within the calibration period specified by the subcontractor's program or manufacturer's instructions. This may be in the form of a calibration log, certification indicator on the instrument, or other means. (It is imperative that the equipment used by the

- Subcontractor be capable of monitoring for the contaminants associated with the confined space to be entered.
3. It will be the Subcontractor's responsibility to provide all of their own personal protective equipment (PPE), such as lifelines, harnesses, respirators, tripods, ventilators, etc., as specified by the entry permit;
  4. In addition to complying with the permit space requirements listed above, each Subcontractor retained to perform permit-required confined space entry operations shall:
    - a. Obtain any available information regarding permit space hazards and entry operations from the FRA Construction Coordinator;
    - b. Coordinate entry operations with FRA, when both FRA personnel and Subcontractor personnel will be working in or near permit spaces;
    - c. Prior to entry, inform the FRA Construction Coordinator of the specific permit space procedures the Subcontractor will follow;
    - d. Inform the FRA Construction Coordinator prior to entering the space;
    - e. Inform the FRA Construction Coordinator of any unanticipated hazards encountered during confined space entry;
    - f. Provide the FRA Construction Coordinator with a copy of the Subcontractor's confined space permit, reclassification form or written certification once the work has been completed.
- G. Hot Work (Burning, Welding, including Spark Producing) Permit:
1. Information concerning the burning/welding permit is listed below:
    - a. The FRA Construction Coordinator will contact the SURF and secure the Hot Work Permit;
    - b. The Subcontractor must arrange for fire watches during burning, welding, or other fire or spark generating work. This fire watch must continue for a minimum of thirty minutes after work is complete;
    - c. It is the Subcontractor's responsibility to furnish the proper number and type of fire extinguishers for any welding, cutting, or brazing activities as specified in the Hot Work Permit;
    - d. The extinguishers must be located in clear sight and no farther than 50 feet from the work areas;
    - e. All welding shall be in accordance with the requirements of the American Welding Society (AWS) Standard: Safety in Welding, Cutting, and Allied Process (ANSI/ASC Z49.1-94);
    - f. UL or FM listed check valves shall be installed on oxygen-fuel torch cutting equipment

### 3.2 PRECONSTRUCTION MEETING

- A. Preconstruction Meetings may be required for Subcontracts which require bonding. This meeting, chaired by the FRA Procurement Administrator, will typically be held after Subcontract award and before Notice to Proceed is issued.
- B. The Subcontractor's Project Team is expected to attend this meeting.

### 3.3 REPORTING REQUIREMENTS

- A. The following requirements concern Subcontractor reporting requirements:

1. Emergencies: All emergencies occurring at SURF site must be reported immediately following SURF Emergency Response Procedures and delineated in SURF Orientation training. After emergency is stabilized, contact the FRA Construction Coordinator;
2. Non-Emergencies (or All Other Incidents): All incidents, including any injury/illness, any non-emergency incident and near misses must be reported immediately to the FRA Construction Coordinator. FRA shall determine if the incident scene shall be preserved and secured by the Subcontractor to enable FRA, the State of South Dakota, and/or DOE to conduct any necessary investigations. After any necessary emergency response is made, the scene shall be left unchanged and protected until the FRA Construction Coordinator is notified and releases the incident site for work to continue; and
3. Investigation and Reporting: The Subcontractor must investigate all incidents (including near misses). The Subcontractor shall submit, within 24 hours of an incident, a written report of an investigation. The investigation must include root causes, corrective actions and preventive measures.

### 3.4 SUBCONTRACTOR TRAINING

- A. The following requirements concern Subcontractor training:
  1. The Subcontractor shall be responsible for assuring that their employees and sub-tier Subcontractor employees, who do not speak English, understand all ES&H requirements. The Subcontractor must be able to communicate any necessary instructions to those employees;
  2. All Subcontractors performing work at SURF shall provide to their employees any necessary ES&H training as may be required by federal/state regulations and as appropriate for their Subcontract activities at SURF.
- B. ES&H training that was provided by the Subcontractor or others and received by Subcontractor employees performing subcontractor activities at SURF shall be maintained on-site and available for review by FRA.
- C. Subcontractors shall maintain on-site and provide to FRA upon request, any and all occupational safety and environmental records. Such records include, but are not limited to, the records required to be maintained by federal/state regulation. Such records include OSHA injury/illness logs, training records, inspection records, safety meetings, and incident investigations. Additional records appropriate for the Subcontractor's activities shall also be maintained and provided to FRA upon request. Examples include, but are not limited to:
  1. Excavation
  2. Scaffolding
  3. Fall Protection
  4. Confined Space
  5. Welding
  6. Crane Inspections
  7. NFPA 70E
  8. Monitoring IH hazards, e.g., silica exposure
  9. Written exposure monitoring program

- D. If the Subcontractor intends to administer first aid or Cardio Pulmonary Resuscitation (CPR), the Subcontractor must comply with 29 CFR 1926 and have available the list of names of any employee who will administer first aid or CPR, along with current certifications.

### 3.5 JOB SITE ES&H INSPECTIONS/MEETINGS

- A. After the start of work and throughout the entire work period, the Subcontractor shall monitor and inspect the work area and operations for compliance with the Subcontractor's accepted ES&H Program, and/or Hazard Analysis on a daily basis. The Subcontractor's Project Team is expected to conduct these inspections and correct any deficiencies found.
- B. These inspections shall be documented by the Subcontractor and maintained on-site for the duration of the project. Records shall be available for review upon request by FRA.
- C. The following requirements concern Job Site ES&H meetings:
  - 1. Daily Work Planning Meetings in the form of daily briefings shall be conducted by the Subcontractor Field Superintendent and attended by all sub tier contractors on site that day. The daily planning meeting will discuss the planned work activities, review the applicable hazard analysis, and allow for employee questions and feedback regarding the work activity documented on form found on Attachment B;
  - 2. Weekly Toolbox Meetings of approximately five (5) minutes duration shall be conducted at the job site by the various area/job foreman or superintendents for their specific crafts. These meetings shall emphasize the current construction operations and provide an opportunity for inspection of tools and personal protective equipment.
- D. The Subcontractor will document the daily and weekly toolbox meetings (date, topic, attendance, etc.) and provide a copy to FRA.
- E. The FRA Construction and ES&H Coordinators will be notified of all job site ES&H meetings and may attend.

### 3.6 PERSONAL PROTECTIVE EQUIPMENT

- A. 100% eye, head, and foot protection – All construction workers and other personnel on the construction worksite shall wear at all times eye, head, and foot protection that complies with the applicable ANSI Standards. The type of protective eyewear shall be selected as appropriate for the hazard. Gloves shall be worn when handling sharp objects.
- B. The Subcontractor shall furnish personal protective equipment (PPE) as required to reduce employee exposure to hazards when engineering and administrative controls are not feasible or effective in reducing hazard exposures. The minimum acceptable PPE for work on the site are:
  - 1. Hard hats shall be furnished by the Subcontractor and shall be worn in the construction work areas. Personnel working on construction activities or in the field shall also wear hard hats, brim facing forward or full brim style hard

hat. Hard hats shall meet the ANSI Z89.1 standard as required by 29 CFR 1926.100 and bear the "Z89.1" designation. High voltage exposure work requires hard hats that meet the ANSI Z89.2 standard and bear the "Z89.2a" designation;

2. Safety glasses with side shields shall be furnished by the Subcontractor and shall be worn in the construction work areas. Eye protection must meet the requirements of 29 CFR 1926.102. Safety glasses shall be ANSI approved and shall be marked with the ANSI "Z87.1" designation;
3. Clothing suitable for the work and weather conditions is required. In construction areas, the minimum shall be short (1/4 length) sleeve shirt, long trousers, and hard sole leatherwork boots providing ankle protection. In addition, any work that presents a greater hazard to the feet or toes requires the use of safety toed or metatarsal guards, meeting ANSI Z41. Canvas, tennis, or deck shoes are not permitted within the construction work area;
4. All personnel working on construction activities shall wear a reflective, high visibility outer garment. When activities require heavy/motor equipment, minimum ANSI Class II visibility outer garments are required.

C. Underground PPE Requirements

1. In addition to the above requirements found in paragraph B, Hard Hats with cap lamps and self-rescuers shall be provided to all employees.

### 3.7 FALL PROTECTION

- A. All fall hazards equal to or greater than six (6) feet will have 100% fall protection for all Subcontractor and Sub-tier employees.
- B. Exception: When climbing reinforcing steel walls. Fall protection is not required when climbing vertically; however, when traversing horizontally or performing work on, then 100% fall protection is required.

### 3.8 ELECTRICAL WORK

- A. The Construction Management Office will determine whether electrical work permit is required, in accordance with Fermilab ES&H Manual Chapters 9110 and 9120.
- B. The following sets forth the minimum acceptable requirements for work on electrical systems.
  1. All electrical work shall be performed in accordance with NFPA 70E, Standard for Electrical Safety in the Workplace;
  2. The Subcontractor personnel must be trained in Lockout/Tagout (LOTO) prior to participating in LOTO of hazardous energy sources and working on LOTO systems or equipment;
  3. The Subcontractor shall provide ground fault circuit interrupter protection for electric hand-held tools, portable generators, temporary electrical extension cords and other wiring, etc. The assured equipment-grounding program is not an acceptable alternative at SURF.
- C. All electrical tools and equipment brought onto the SURF site shall be Nationally Recognized Testing Laboratory (NRTL) and shall be used in accordance with their listings.

### 3.9 OXYGEN DEFICIENT HAZARDS (ODH)

- A. SURF has policies and procedures governing work in ODH areas. The FRA Construction Coordinator will communicate specific requirements and work practices to the Subcontractor.
- B. All Subcontractor and Sub-tier contractor personnel who must enter designated ODH areas must have and display a level of medical fitness acceptable to FRA prior to entering those areas.
- C. FRA will assess the need for ODH training for Subcontractor personnel. If ODH training is necessary FRA will provide the trainer, free of charge.
- D. Oxygen monitoring equipment will be supplied to the Subcontractor personnel, as necessary. The Subcontractor is responsible for returning this equipment upon request or upon completion of the work.

### 3.10 RADIATION PROTECTION

- A. SURF has policies and procedures governing radiological work. The FRA Construction Coordinator will advise the Subcontractor of the requirements and work practices, if potential for radiation affects the work scope.
- B. Prescribed procedures for material handling and segregation shall be followed explicitly. Potentially radioactive material must be surveyed prior to removal from site. The FRA Construction Coordinator shall coordinate this survey.
- C. The use of industrial radioactive testing sources is subject to monitoring and oversight by FAR and SDSTA based on the following:
  - 1. Nuclear density meters will be inspected at the construction site by Fermilab ES&H personnel. Review for Department of Transportation compliance with survey and inspection requirements will be completed at that time;
  - 2. When required by specification, Subcontractor use of radiography sources will require five (5) business days' advance notice to the FRA Construction Coordinator. During this time, the Subcontractor shall submit to the FRA Construction Coordinator documentation showing the Subcontractor's Nuclear Regulatory Commission or Agreement State license for the material;
  - 3. When the source is brought to the SURF site, FRA ES&H Coordinator will meet the subcontractor, escort him/her to the construction site, and monitor the use of the source during the testing activity;
  - 4. Any work with radiography will occur outside normal business hours.

### 3.11 ENVIRONMENTAL PROTECTION

- A. All work on the SURF site shall comply with all applicable environmental executive orders, laws, regulations, and permits. All Subcontractors and sub-subcontractors shall conduct their activities in an environmentally sound manner that limits the risks to the environment and protects the public health. The following sets forth the minimum acceptable requirements for environmental protection at SURF:
  - 1. Refer to Section 1.12 of this document for the Soil Erosion and Sedimentation Control (SESC) requirements for this project;



2. If required, the Subcontractor shall install all erosion control in accordance with SESC plan prior to the start of excavation activities;
3. Excavation at or adjacent to streams' tributaries, wetlands, or other surface waters shall be done only after notification to the FRA Construction Coordinator;
4. The FRA Construction Coordinator will inform the Subcontractor if any wetlands are present in the work area and what protective measures are necessary;
5. Unexpected environmental impacts shall be immediately reported to the FRA Construction Coordinator and mitigated by the Subcontractor;
6. Storage of materials, plus maintenance and fueling areas used by the Subcontractor, shall be properly graded and maintained and shall be located a minimum of 100 feet away from a wetland or water body boundary so that adverse effects on the environment are eliminated;
7. The Subcontractor shall make routine inspections to assure that all motorized equipment is free of leaks of petroleum and other toxic or hazardous materials. The Subcontractor shall keep sufficient cleanup supplies on hand (e.g. oil dry, absorbent booms, etc.) to contain/absorb any spill or leak of fuels, oils, etc. that could potentially leak from their equipment. If a spill or leak should occur, the Subcontractor should immediately take appropriate steps to contain spills, move equipment out of sensitive areas (near wetland or water body) and immediately notify the FRA Construction Coordinator;
8. At the close of each workday, the Subcontractor's Field Superintendent shall inspect the complete construction site to ensure that all erosion controls, drainage patterns, excavations and staging areas are in environmentally sound condition for the weather conditions anticipated.

### 3.12 TEMPORARY HEATING DEVICES

- A. Open burning, fire barrels, coal or kerosene type salamanders, or open flame heating devices that have exposed fuel below the flame are not allowed on the SURF site.
- B. Temporary heating devices shall be coordinated through the FRA Construction Coordinator

### 3.13 SMOKING

- A. All tobacco products and electronic smoking devices are prohibited in all areas on SURF site.

### 3.14 FUEL STORAGE TANKS

- A. Above ground fuel storage tanks shall be double wall or provided with secondary containment. Location shall be on SURF site shall be coordinated through the FRA Construction Coordinator.
- B. Gasoline or Propane are prohibited in the underground facilities.

- C. Diesel fuel can be transported in approved containers underground for immediate refueling of vehicles.
- D. Fuel tanks mounted on pick-up trucks shall be conform to state and local regulations.
- E. Refueling of equipment while the motor is running is prohibited.
- F. During refueling from truck-mounted fuel tanks or with portable fuel cans, etc., a 10-pound (minimum) A-B-C dry chemical fire extinguisher must be present.
- G. Maintenance and fueling areas used by the Subcontractor shall be properly graded and maintained and shall be located a minimum of 100 feet away from a wetland or water body boundary to avoid adverse effect on the environment.

### 3.15 EXPLOSIVES

- A. The use of explosives is not permitted without prior written approval of FRA and SDSTA Director's or their designee.
- B. A SURF blasting permit is required. The use of explosives are subject to DOE Standard 1212 and SURF Explosive Safety requirements. The Subcontractor shall coordinate obtaining a blasting permit through FRA Construction Coordinator.

### 3.16 VEHICLES AND EQUIPMENT

- A. The following sets forth the minimum acceptable requirements for vehicles and equipment at FRA job sites:
  - 1. Operators must have an appropriate, valid driver's license when operating vehicles on site. Seat belts are required to be provided and worn for the operators and passengers of all vehicles;
  - 2. All vehicles and mobile powered equipment, except automobiles and pickup trucks, shall have reverse signal alarms (a.k.a. backup alarms) audible above the surrounding noise level. If backup alarms are not present on the equipment, a spotter (other than the driver of the vehicle) must be present to warn pedestrians and the drivers of other moving equipment;
  - 3. If required by the equipment manufacturer, roll over protection structures shall be provided;
  - 4. Personnel lifts must be equipped with audible motion alarms. These alarms must be in operation and audible over the surrounding ambient noise when the lift is in use. Additionally, all lifts require two distinct actions in order to make the lift move in a forward or backward direction or in an upward or downwards direction. A foot pedal is considered one of the actions if independent of the other controls;
  - 5. The equipment manufacturer must approve any modifications to lifting and hoisting equipment;
  - 6. All hand and power tools must be checked prior to use on each shift to assure that they are maintained in a safe condition. Any deficiencies shall be repaired, or defective parts replaced, before continued use.

- B. Equipment inspection and modification (The subcontractor shall comply with 29 CFR 1926.600, Subpart O):
  - 1. The Subcontractor must inspect all heavy equipment before use on site, prior to use on each shift, and during use to make sure it is in safe operating condition. Defective equipment shall be removed from service;
  - 2. The Subcontractor is to assure that regulatory inspection records are complete and up-to-date and that operating manuals are available;
  - 3. In no case shall the original safety factor of the equipment be reduced.
  - 4. All tools and equipment brought on site by the Subcontractor are subject to inspection by FRA. Items found to be damaged or out of compliance shall be repaired or immediately removed from service, and tagged out of service.

### 3.17 JOBSITE SAFEGUARDS

- A. Housekeeping shall be maintained on a daily basis. The Subcontractor shall plan, organize, layout, and maintain the worksite area in a manner to insure an environmentally healthful working area.
- B. All areas of the worksite area shall be kept clear of debris, rubbish, and other materials that could cause tripping or falling conditions. The use of caution construction tape, barricades, and signage shall comply with ANSI Z535 series.
- C. The Subcontractor shall be responsible for providing and implementing the necessary precautions to safeguard material and equipment at the project site.
- D. In the event of theft or damage to Subcontractor property, SURF property, and/or Government property, the Subcontractor shall immediately notify SDSTA Security and FRA Construction Coordinator.

### 3.18 EMERGENCY EGRESS AND SEVERE WEATHER

- A. The following sets forth the minimum acceptable requirements for emergency egress and severe weather protection at SURF:
  - 1. All emergency egress routes shall be kept clear at all times;
  - 2. Severe weather shelter locations and specific evacuation procedures will be provided by the FRA Construction Coordinator;
  - 3. The Subcontractor shall communicate egress routes and severe weather shelter to their employees and all sub-subcontractors.

### 3.19 WORK COMPLETION AND CLEAN UP

- A. All work and clean-up operations shall be in compliance with the Subcontractor's ES&H Plan.
- B. Requested documentation for all aspects of the ES&H program shall be complete and submitted prior to Subcontract close-out

**END OF SECTION**

## ATTACHMENT A

### Daily Work Planning

Project: \_\_\_\_\_ Work Location: \_\_\_\_\_  
Subcontractor \_\_\_\_\_ Date: \_\_\_\_\_

#### Permits Required

- ☐ None
- ☐ Penetration Permit
- ☐ Excavation Permit
- ☐ Confined Space Entry Permit
- ☐ Hot Work Permit-Fire (flame or sparks)
- ☐ Radiological Work Permit
- ☐ Traffic Control Plan
- ☐ Hoisting and Rigging Plan
- ☐ Electrical Work Plan
- ☐ Energy Isolation Plan
- ☐ Elevated Surface Work Plan
- ☐ Pressure Test Plan
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

#### Discussion & Review Checklist

- ☐ What activities will be performed today?
- ☐ Are there any modified or different activities or equipment being used today?
- ☐ Do all workers have adequate PPE for working on the site and during their individual activities?
- ☐ Have high-hazard activities been identified and evaluated and have controls been established?
- ☐ Has relevant information from the HA(s) been included in today's work plan and discussion?
- ☐ Do all workers understand the safety expectations, including stop work?
- ☐ Is the construction area organized and free of trip hazards and debris?
- ☐ Have all work activities been identified and coordinated between all Sub-subcontractors?
- ☐ Will weather conditions impact safety or any work being performed today?
- ☐ Are there any hazardous waste containers or bins needed for today's work?
- ☐ Are all required permits and plans submitted and approved for today's work?
- ☐ Is access by non-construction personnel to all construction areas controlled?
- ☐ Are all workers qualified for the tasks that they will perform today?
- ☐ Have first aid and emergency resources / procedures been identified?
- ☐ Do all workers understand the entire scope of work that will be performed on site today?
- ☐ Other: \_\_\_\_\_
- ☐ Other \_\_\_\_\_

#### Required Inspections

- ☐ Excavation / shoring inspection
- ☐ Heavy equipment inspection
- ☐ Fall protection
- ☐ Scaffolding
- ☐ Rigging
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

#### Notes:

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## ATTACHMENT A

Tasks for the Day	Potential Hazards	Controls

### Attendance Sheet

Name (Print	Initial	Company Name

Competent Subcontractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**



## Hazard Analysis Cover Sheet

Job Title \_\_\_\_\_

Job Location \_\_\_\_\_

Subcontract/Work Order/Release # \_\_\_\_\_

### Subcontractor or Sub-tier

Company \_\_\_\_\_

Project Manager \_\_\_\_\_

Phone \_\_\_\_\_

ESH Rep. \_\_\_\_\_

Phone \_\_\_\_\_

### FRA

Project Eng/C.M. \_\_\_\_\_

Phone \_\_\_\_\_

TM/CC/SC \_\_\_\_\_

Phone \_\_\_\_\_

ES&H Rep. \_\_\_\_\_

Phone \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Prepared by (print & sign):

Date

Accepted by (print & sign):

Date

	Yes	No
Does this task impact other Divisions or work groups? <i>If yes, how are they notified?</i>		
Do site utilities need to be shut down & locked out? <i>If yes, attach lockout/tagout plan.</i>		
Is a J.U.L.I.E. (utility locate) required prior to the start of work?		

**PPE & RISK HAZARD ASSESSMENT** – Activities that include the following PPE or risks may require safety planning & training documentation beyond what can be completed in the Hazard Analysis/Pre-Task Plan

<input type="checkbox"/> Fall exposures (≥6 for construction)*	<input type="checkbox"/> Excavations ≥4 feet	<input type="checkbox"/> Confined space entry*
<input type="checkbox"/> Energized electrical work (requires LOTO or <a href="#">EWP</a> )*	<input type="checkbox"/> Welding/Cutting/Brazing (req. permit/fire watch)*	<input type="checkbox"/> Overexertion or Repetition
<input type="checkbox"/> Lockout/Tagout (LOTO) activities*	<input type="checkbox"/> Welding on stainless steel*	<input type="checkbox"/> General Demolition
<input type="checkbox"/> High pressure air/fluids*	<input type="checkbox"/> Rotating equipment	<input type="checkbox"/> Ergonomic issues
<input type="checkbox"/> Ladder use	<input type="checkbox"/> Working above others	<input type="checkbox"/> High noise levels
<input type="checkbox"/> Scaffold erection*	<input type="checkbox"/> Traffic controls	<input type="checkbox"/> Potential oxygen deficiency*
<input type="checkbox"/> Scaffold Use	<input type="checkbox"/> Fork lift operations*	<input type="checkbox"/> Ionizing Radiation/Radioactive Material*
<input type="checkbox"/> Lead Work*	<input type="checkbox"/> Aerial boom lift*	<input type="checkbox"/> Nonionizing Radiation (e.g. Lasers, RF)*
<input type="checkbox"/> Chemical use (attach Safety Data Sheet)	<input type="checkbox"/> Waste generation	<input type="checkbox"/> Critical crane lift(s)*
<input type="checkbox"/> Air emissions (including equipment/generators)	<input type="checkbox"/> Discharges to sanitary system	<input type="checkbox"/> Sandblasting
<input type="checkbox"/> Potential impact to storm water	<input type="checkbox"/> Use of refrigerants	<input type="checkbox"/> Steel erection
<input type="checkbox"/> Potential spill to the environment		<input type="checkbox"/> Work within 10' of overhead utilities
<input type="checkbox"/> Heavy equipment operation (e.g. crane, boom lift, excavator, etc.)*		<input type="checkbox"/> Structural demolition
<input type="checkbox"/> Potential silica exposure(s) (concrete/asphalt cutting, drilling, etc.)*		<input type="checkbox"/> _____
<input type="checkbox"/> Installation of underground power – temporary or permanent		<input type="checkbox"/> _____
<input type="checkbox"/> Biological hazards (e.g. Animal/Insect Bites/Stings, Mold, etc.)		<input type="checkbox"/> _____
<b><u>PPE &amp; CONTROLS REQUIRED</u></b>		
<input type="checkbox"/> Hardhat	<input type="checkbox"/> Safety glasses	<input type="checkbox"/> Welding goggles/helmet
<input type="checkbox"/> Bump cap	<input type="checkbox"/> Safety goggles – chemical	<input type="checkbox"/> Arm – cut protection
<input type="checkbox"/> Steel-toed boots	<input type="checkbox"/> Safety goggles – impact/face shield	<input type="checkbox"/> Leg – cut protection
<input type="checkbox"/> Steel-toed shoes	<input type="checkbox"/> Hearing protection	<input type="checkbox"/> Whole body – electrical
<input type="checkbox"/> Gloves – leather	<input type="checkbox"/> Fall Protection _____	<input type="checkbox"/> Whole body – Dust, chemical, heat
<input type="checkbox"/> Gloves – chemical _____	<input type="checkbox"/> Respirators (air purifying), cartridge type: _____	<input type="checkbox"/> Danger tape & signage
<input type="checkbox"/> Gloves – electrical	<input type="checkbox"/> Respirators – supplied air	<input type="checkbox"/> Barricades – solid
<input type="checkbox"/> High visibility clothing	<input type="checkbox"/> Site dust control	<input type="checkbox"/> Barricades – soft (caution tape)
<input type="checkbox"/> Soil/erosion control	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

**\*Denotes Training and/or Competent and/or Qualified Person(s) required**



WORK TASKS	HAZARDS (of work, to workers & other trades, to environment, etc.)	MITIGATION MEASURES

The tasks have been reviewed in the work area where they will be performed, and the workers on this crew have been through the required training.

\_\_\_\_\_  
Supervisor or Task Lead Signature

\_\_\_\_\_  
Supervisor or Task Lead Phone



**I have reviewed this hazard analysis and I understand the hazards and required precautionary actions. I will follow the requirements of this hazard analysis, or notify my supervisor or FRA contact if I am unable to do so. I understand to stop work if conditions change or if there are unsafe conditions or actions. I understand to report all injuries or unsafe conditions to my supervisor or task lead immediately.**

**Name and ID (please print)**

**Signature**

**Date**

**Attachment J-9**

**Small Business Subcontracting Plan**

**(To be submitted in Contractual Proposal Volume)**

## **SDSTA SMALL BUSINESS SUBCONTRACTING PLAN**

DATE: January 27, 2021 - revised  
CONTRACTOR: South Dakota Science and Technology Authority  
ADDRESS: 630 E. Summit Street  
Lead, SD 57754

SOLICITATION OR CONTRACT NUMBER: **7746-KE**

ITEM/SERVICE: LBNF-US Logistics Support Services

The following, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by FAR Clause 52.219-9.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is: \$167,944.
2. The following percentage goals (expressed in terms of a percentage of total planned Subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
  - (a) Small business concerns: 25% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
  - (b) Veteran-owned small business concerns: 5% of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
  - (c) Service-disabled veteran-owned small business concerns: 1% of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
  - (d) HUBZone small business concerns: 0% of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above.
  - (e) Small disadvantaged business concerns: 5% of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged business concerns (including ANCs and Indian tribes). This percentage is included in the percentage shown under 2(a), above.
  - (f) Women-owned small business concerns: 5% of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
3. The following dollar values correspond to the percentage goals shown in 2. above.
  - (a) Total dollars planned to be subcontracted to small business concerns: \$41,986.
  - (b) Total dollars planned to be subcontracted to veteran-owned small business concerns: \$2,099.
  - (c) Total dollars planned to be subcontracted to service-disabled veteran-owned SB concerns: \$420.
  - (d) Total dollars planned to be subcontracted to HUBZone small business concerns: \$0.
  - (e) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$2,099.
  - (f) Total dollars planned to be subcontracted to women-owned small business concerns: \$2,099.

Principal products and/or services will be advertised specifically to small, veteran-owned, HUBZone, small disadvantaged, women-owned small business, or large business concerns:

SMALL BUSINESS: Consulting, maintenance/repair, welding, inspections, plumbing, welding, fabrication

VETERAN-OWNED SMALL BUSINESS: repairs, consulting  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS: plumbing, inspections, utility locating, sanitation services  
 HUBZONE SMALL BUSINESS: limited availability in this area  
 SMALL DISADVANTAGED BUSINESS: pest control, repairs, minor equipment service  
 WOMEN-OWNED SMALL BUSINESS: consulting, custodial services  
 LARGE BUSINESS: Specialized equipment repair, complex fabrication, specialized consulting/inspection

4. The following method was used in developing subcontract goals:

Estimates are based on materials and supplies needed for the previous Ross Logistics subcontract. These percentages and dollar amounts are best estimates, as these materials were purchased by KAJV for SDSTA use.

5. The following methods were used to identify potential sources for solicitation purposes:

SDSTA encourages small businesses to register on its vendor registration page to be included in source lists. SDSTA participates in an annual SBA procurement fair to connect with area small and disadvantaged vendors, and forwards publicly-advertised RFP/RFB solicitations to the local SBA Procurement Technical Assistance Center for promotion on their networks. The Business Services & Contracts Manager serves on the advisory board for the state's Women's Business Center to encourage WOB participation and networking with SBA partners.

6. Indirect costs have not been included in the goals specified in Item 2. No indirect costs will be incurred with any of the small business categories as SDSTA expects all materials will be purchased as standard COTS items.

7. The following individual will administer the subcontracting program:

Name:	Michele Baumann (mbaumann@sanfordlab.org)
Title:	Contracts Specialist
Address and Telephone:	SDSTA 630 E. Summit Street Lead, SD 57754; (605) 722-8650

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for SDSTA's Small Business Program, the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan:

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to assure that no statements or clauses are included which may tend to restrict or prohibit small/small disadvantaged business participation.
- (e) Ensuring that corporate proposal reviewers document reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (f) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (g) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (h) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.

- (i) Monitoring attainment of proposed goals.
  - (j) Preparing and submitting periodic subcontracting reports required.
8. The following efforts will be taken to assure that small business, veteran-owned, service-disabled veteran owned, HUBZone small business, small disadvantaged business and women-owned business concerns will have an equitable opportunity to compete for subcontracts:
- (a) Maintenance of small, small disadvantaged and women-owned small business concerns source lists, guides, and other data identifying small, veteran-owned, service-disabled veteran owned HUBZone, small disadvantaged and women-owned business concerns and utilized by buyers in soliciting subcontracts.
  - (b) Utilization of small, veteran-owned, service-disabled veteran owned, HUBZone, small disadvantaged, and women- owned business source lists by buyers.
  - (c) Internal efforts to guide and encourage buyers:
    - (i) Attendance at small and small disadvantaged workshops, seminars, and training programs including the annual PTAC "Selling to the Government" workshop and the South Dakota Women's Business Center annual conference. Online vendor registration and assistance with completing required registrations, where practical.
    - (ii) Monitoring of activities to assure compliance with subcontracting plan.
9. SDSTA agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities; and all subcontractors (except small business concerns) who receive subcontracts in excess of \$700,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of FAR 52.219-9, and assuring that all minimum requirements of an acceptable subcontracting plan has been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved and the availability of potential small business subcontractors. Once approved and implemented, plans will be monitored through the submission of periodic reports.
10. SDSTA assures that it will:
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by SDSTA with the subcontracting plan;
  - (iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
  - (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulation;
  - (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
  - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

11. SDSTA will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

12. SDSTA assures that it will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. SDSTA will use a small business concern in preparing the bid or proposal if-

(i) SDSTA identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) SDSTA used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if awarded the contract.

13. SDSTA will provide the Contracting Officer with a written explanation if SDSTA fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

14. SDSTA assures that it will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

15. SDSTA assures that it will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

Approved for SDSTA:

Approved for Fermilab:

*Michele Baumann*

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Michele Baumann, Contract Specialist  
Small Business Subcontracting Liaison

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Small Business Liaison Officer





Jane E. Graves, C.P.M.  
Procurement / Finance  
Phone: 630.301.0510  
Email: [jgraves@fnal.gov](mailto:jgraves@fnal.gov)

To: Kenneth Eichten, Procurement Specialist  
From: Gordon Bagby, SBLO  
Date: January 29, 2021  
Subject: South Dakota Science & Technology Authority (SDSTA)  
Small Business Subcontracting Plan (SBSP) dated January 27, 2021 Revised

A Small Business Subcontracting Plan dated January 27, 2021 Revised from South Dakota Science & Technology Authority (SDSTA) was received for review on January 27, 2021.

The Small Business Subcontracting Plan was reviewed for requirements per FAR CLAUSE 52.219-9 (JUN 2020) Section (d).

The results of the review determined that the Small Business Subcontracting Plan dated January 27, 2021 Revised does meet all the requirements of FAR CLAUSE 52.219-9 (JUN 2020) Section (d) and is approved.

Regards,

Jane  
Graves,  
C.P.M.  
Gordon Bagby/jg

Digitally signed by  
Jane Graves, C.P.M.  
Date: 2021.01.29  
12:36:47 -06'00'

ATTACHMENTS: Small Business Subcontracting Plan South Dakota Science & Technology Authority (SDSTA) dated January 27, 2021 Revised

## **Attachment J-10**

### **SURF Access Restrictions**

**Ross Shaft Access:**

To further clarify the shaft maintenance described in specification 011000 1.10.A.6.a., access at SURF through the Ross Shaft will be provided on a typical week as described below.

Hours Available Weeks 1 thru 3	39 weeks out of 52 weeks							
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Day Shift	11	11	11	11	11	MX/INSP	11
	Night Shift	11	11	11	11	11	MX/INSP	11

Hours Available Week 4	13 weeks out of 52 weeks							
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Day Shift	11	11	11	11	MX/INSP	MX/INSP	11
	Night Shift	11	11	11	11	MX/INSP	11	11

**11 hour shifts**

11 hours available to LBNF contractor per shift, contractor to set cage schedule in coordination with SDSTA SDSTA staff and subcontractors will utilize the cage on an as needed basis/coordinate with contractor as capacity allows

**MX/INSP shifts**

Shifts reserved for scheduled SDSTA shaft/hoist maintenance & inspection

Contractors can be lowered into Lab and brought out at beginning/end of shift only - no loads

The Ross and Yates Shaft will be available for emergency/secondary egress, exceptions where only one shaft is available to be advertised

Skipping waste rock is prohibited

Actual days of the week are negotiable. Monthly inspection must include at least one day M-F

**Unforeseen conditions**

Interruption due to unforeseen conditions shall be managed via the change process

**Yates Shaft Access**

As defined by specifications 011000 1.10.B, the Yates shaft shall be available for use by up to 10 people on alternating four-day weeks (Monday through Thursday one week, Tuesday through Friday the next). During those days, a standard cage schedule is to be adhered to as follows:

1. Transport from surface to the 4850L departing at 6:30 AM, 7:00 AM, 7:30 AM, 11:30 AM, 3:45 PM, and 4:15 PM.

2. Transport from the 4850L to the surface departing at 6:45 AM, 7:15 AM, 7:45 AM, 11:45 AM, 4:00 PM, 4:30 PM, and 5:30 PM
3. Travel exceeding the personnel limit or at times other than those listed are at the discretion of the SDSTA.

#### **Restrictions Applicable to both Shafts**

No access is provided on Holidays as follows:

1. New Year's Day – January 1<sup>st</sup>
  - a. Night shift December 31, Day shift Jan 1
2. Dr. Martin Luther King Jr. Day – 1st Monday after January 15<sup>th</sup>
  - a. Night shift Sunday, day shift Monday
3. President's Day – 3rd Monday in February
  - a. Night shift Sunday, day shift Monday
4. Memorial Day – Last Monday in May
  - a. Night shift Sunday, day shift Monday
5. Independence Day – July 4<sup>th</sup>
  - a. Day and night shift July 4<sup>th</sup>
6. Labor Day – 1st Monday in September
  - a. Night shift Sunday, day shift Monday
7. Native American Day – 2<sup>nd</sup> Monday in October
  - a. Night shift Sunday, day shift Monday
8. Veterans Day – November 11
  - a. Day and night shift November 11
9. Thanksgiving Day – 4th Thursday in November
10. Day after Thanksgiving – 4th Friday in November
  - a. Day and night shift both days
11. Christmas Eve – December 24
12. Christmas Day – December 25<sup>th</sup>
  - a. Day and night shift both days

As defined in 011000 1.10.C, Subcontractor shall accommodate replacement of SDSTA deep well pump system every 18 months. Accommodation includes providing shaft availability to deliver parts and material, and providing access around #6 winze at the 4550L and 4850L for removal and replacement of pump. Typical replacement is a 30 calendar day activity.

Seven (7) weather closures days (14 shifts) shall be planned for per calendar year limiting all site access.

Thirty (30) days of inclement weather shall be planned for per calendar year impacting work at the surface.