

Subcontract Number 724345

for

LBNF/DUNE-US Bull Gang - BSI Services

Table of Contents

| Section | Page Number |
|--|--------------------|
| Section A - Award | 3 |
| Section B - Supplies or Services and Prices | 5 |
| Section C – Description of Work | 6 |
| Section D – Packaging and Marking | 7 |
| Section E – Inspection and Acceptance | 8 |
| Section F – Deliveries or Periods of Performance | 9 |
| Section G – Subcontract Administration Data | 10 |
| Section H – Special Subcontract Requirements | 14 |
| Section I – Subcontract Clauses | 16 |
| Section J – List of Attachments | 17 |

Section A - Award

A1. Identification of Parties

This Subcontract is between Fermi Forward Discovery Group, LLC ("FFDG") and the party identified below as the Subcontractor ("Subcontractor").

A2. Subcontract Issued Under Prime Contract

This Subcontract is issued under Prime Contract No. 89243024CS000002 between the United States Government ("Government"), represented by the Department of Energy ("DOE"), and FFDG 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 FFDG 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 Long-Baseline Neutrino Facility/Deep Underground Neutrino Experiment—United States (LBNF/DUNE-US) Bull Gang – Buildings and Site Infrastructure (BSI) Services as further described herein.

A5. Period of Performance

The period of performance of this Subcontract is from the date of award through May 31, 2026.

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 Forward Discovery Group, LLC (FFDG)

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 Bull Gang - BSI Services | \$9,412,367.00 |

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.

FFDG 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 FFDG Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US SDSTA Bull Gang – BSI Services; 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, FFDG 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 FFDG. Otherwise, FFDG or the U.S. Government may audit the Subcontractor's costs hereunder and, in such event, FFDG 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.

Section C - Description of Work

C1. Technical Reports

The Subcontractor shall prepare and submit to the FFDG Technical Representative and/or distribute, as directed by the FFDG 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 FFDG Technical Representative.

C2. 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 FFDG, is found to be unsatisfactory in technical performance or personal conduct.

C3. Statement of Work

The Subcontractor shall perform the work in accordance with the Statement of Work 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 the date of award through May 31, 2026.

| Subcontract Line Item Number (SLIN) | Description | Period of Performance | Performance Terms |
|--|--|---------------------------------|--|
| 1 | LBNF/DUNE-US Bull Gang – BSI Services | Date of Award – May 31, 2026 | Performance of Services in Accordance with the Statement of Work in Attachment J-1. |

Section G - Subcontract Administration Data

G1. Subcontract Administration

- a. FFDG's Procurement Representative for this Subcontract is shown below. The FFDG Procurement Representative 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 FFDG Procurement Representative at the following address:

FFDG Procurement Representative
Attention: Ken Eichten
Email: keichten@fnal.gov
Cell Phone: 509-947-8720

Fermi Forward Discovery Group, 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 FFDG to the Subcontractor shall be issued by the FFDG Procurement Representative.
- c. FFDG'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.

FFDG Technical Representative
Attention: Joshua Willhite
Email: willhite@fnal.gov
Phone: 605-571-2425
Fermi Forward Discovery Group, LLC
168 Ross Street
Lead, SD 57754

- d. Technical reports required by the Subcontract shall be submitted to the FFDG 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 FFDG of potential changes to this subcontract. The primary purpose of this clause is to obtain prompt reporting by the Subcontractor of circumstances or FFDG actions that the Subcontractor considers to constitute a change to this Subcontract. The Subcontractor shall notify the FFDG Procurement Representative in writing of any actions, inactions, or communications by FFDG 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 FFDG Procurement Representative pursuant to the Subcontract's Changes clause. The Subcontractor shall provide the notice promptly, but no later than ten

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 FFDG 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 with a copy to the FFDG Procurement Representative at 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:

FFDG 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.

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. FFDG 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. A detailed description of services provided and dates of service
11. Payment terms
12. 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 for two-week periods every other week.
- b. All invoices shall be emailed to apinvoices@fnal.gov and to the FFDG Procurement Representative at 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 the FFDG Travel Policy for Subcontractor Personnel which is attached hereto as Attachment J-9. The FFDG Travel Policy for Subcontractor Personnel is based in part upon the Federal Travel Regulations (FTR).

G5. FFDG Furnished and Subcontractor Acquired Property

FFDG 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 FFDG's Procurement Representative.

The Subcontractor shall notify FFDG 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 FFDG Terms and Conditions for Cost Reimbursable Subcontracts for LBNF/DUNE-US Bull Gang – BSI Services. Disposition of such property shall be as directed by the FFDG Procurement Representative. 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 FFDG 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.

H - Special Subcontract Requirements

H1. Supervision

FFDG 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 FFDG 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 FFDG.
- (b) Joshua Willhite is the FFDG Technical Representative.
- (c) Technical direction must be within the scope of the Subcontract Statement of Work. The FFDG 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 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 FFDG Technical Representative.
- (e) The Subcontractor must proceed promptly with the performance of technical direction duly issued by the FFDG 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 FFDG 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 FFDG Procurement Representative in writing within five (5) working days after receipt of any such instruction or direction and must request that the FFDG Procurement Representative modify the subcontract accordingly. Upon receiving the notification from the Subcontractor, the FFDG Procurement Representative 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 FFDG 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 FFDG Technical Representative.
- (f) A failure of the Subcontractor and FFDG Procurement Representative 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, FFDG Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US Bull Gang - BSI Services, applies to this subcontract instead of the full text Clause 5 – *Changes and Modifications* in Attachment J-2, FFDG General Terms and Conditions for Services Performed at SURF.

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, FFDG Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US Bull Gang - BSI 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, FFDG General Terms and Conditions for Services Performed at SURF.

Section I - Subcontract Clauses

I1. General Clauses

The general terms and conditions for this Subcontract are as listed in Attachments J-2 through J-10. 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 | Statement of Work for LBNF/DUNE-US Bull Gang - BSI Services | May 5, 2025 |
| J-2 | FFDG General Terms and Conditions for Services Performed at SURF | January 2025 |
| J-3 | FFDG Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US Bull Gang - BSI Services | April 2025 |
| J-4 | Organizational Conflicts of Interest Terms and Conditions | January 2007 |
| J-5 | Insurance Requirements for FFDG Subcontracted Work at SURF Risk Category 4 | January 2025 |
| J-6 | Risk Transfer Protocols for Contractors and Project Sponsors | July 2024 |
| J-7 | U.S. Department of Labor Service Contract Act Wage Determination No. 2015-5377, Revision 27 | December 23, 2024 |
| J-8 | Environmental, Safety and Health Requirements | February 2025 |
| J-9 | FFDG Travel Policy for Subcontractor Personnel | September 2022 |
| J-10 | Small Business Subcontracting Plan | May 2, 2025 |
| J-11 | Rider to FFDG Subcontract No. 724345 | May 2025 |

Attachment J-1

Statement of Work

Long-Baseline Neutrino Facility (LBNF) / Deep Underground Neutrino Experiment (DUNE) - US

LBNF/DUNE-US

Bull Gang – BSI

Statement of Work (SOW)

May 5, 2025

Document Number: e.g., DUNE DocDB-32965

Document Approvals

| Signatures Required | Signature & Date Approved |
|--|---------------------------|
| Originator: Josh Willhite, LBNF/DUNE-US BSI and Excavation Project Manager | |
| Approver: Michael Andrews, LBNF/DUNE ES&H Manager | |
| Approver: Kevin Fahey, LBNF/DUNE Quality Assurance Manager | |
| Approver: James Sheppard, LBNF/DUNE-US Far Site Procurement Manager | |
| Approver: Susan Underwood, LBNF/DUNE-US Senior Procurement Officer | |
| Approver: Kurt Vetter, LBNF/DUNE-US Project Manager | |

Revision History

This version of the document may not be the current or approved revision. The current revision is maintained in the LBNF/DUNE Document Management System (DocDB) or the Engineering & Equipment Data Management Service (EDMS) where internal Project document approvals are managed. DocDB can be accessed through the web by authorized users (<https://docs.dunescience.org/>), and EDMS can be accessed through the web at <https://edms.cern.ch>. This document can be identified by the revision date as indicated in the Version Control Table below.

The current approved version is always available in DocDB or EDMS.

| Author | Revision Date | Location (DocDB) | Description of Changes |
|-------------|---------------|------------------|------------------------|
| J. Willhite | 5/5/25 | DUNE DocDB-32965 | Original |
| | | | |

Table of Contents

| | |
|--|------|
| Document Approvals | ii |
| Revision History | iii |
| List of Figures | v |
| 1 INTRODUCTION..... | 1-1 |
| 1.1 Background..... | 1-1 |
| 1.2 Purpose of SOW..... | 1-1 |
| 1.3 Assumptions | 1-2 |
| 1.4 Timeline | 1-2 |
| 2 Applicable Documents | 2-2 |
| 3 SOW Performance Requirements..... | 3-2 |
| 3.1 General Requirements..... | 3-3 |
| 3.2 Bull Gang Non-Labor Requirements..... | 3-3 |
| 4 Required Tasks | 4-4 |
| 4.1 Task 1: Preparation of Environmental Safety and Health (ESH) Plan..... | 4-4 |
| 4.2 Task 2: Preparation of Quality Assurance / Quality Control..... | 4-6 |
| 4.3 Task 3: Preparation of a Project Schedule..... | 4-6 |
| 4.4 Task 4: Bull Gang - BSI..... | 4-6 |
| 4.4.1 Material Transport | 4-6 |
| 4.4.2 Maintenance of Roads, Parking and Laydown areas | 4-6 |
| 4.4.3 Maintain Temporary Construction Buildings | 4-8 |
| 4.4.4 Escorts, Flaggers, Spotters, Maintenance of Traffic (MOT) | 4-8 |
| 4.5 Training and Supplies..... | 4-8 |
| 4.6 FFDG Directed Requirements | 4-9 |
| 5 Deliverables..... | 5-9 |
| 5.1 Subcontractor's Deliverables..... | 5-9 |
| 5.2 Format for Documentation and Deliverables..... | 5-9 |
| 6 Periodic Communication..... | 6-9 |
| 7 Transportation | 7-10 |

List of Figures

Figure 1. General Site Layout (SURF)4-7

Figure 2. Ross Yard Area (SURF).....4-7

1 INTRODUCTION

1.1 Background

The Deep Underground Neutrino Experiment (DUNE) at the Long Baseline Neutrino Facility (LBNF) was borne out of the 2014 U.S. Particle Physics Project Prioritization Panel (P5) recommendations. The recommendations called for formation of a truly international collaboration for constructing a US-based long-baseline neutrino oscillation experiment with a powerful neutrino beam (~MW scale), a massive liquid argon TPC (40 kt) sited several hundred kilometers downstream of the neutrino source and deep underground, and a smaller detector just downstream of the beamline. Together these elements will have the capability to unambiguously determine the neutrino mass ordering, search for CP violation in the lepton sector, search for proton decay, and observe neutrinos from core collapse supernovae.

The LBNF/DUNE-US Project is the DOE-funded construction project to create the facility and contribute US scope to the international DUNE Collaboration. The major participants in the overall LBNF/DUNE enterprise are the international DUNE collaboration, the LBNF/DUNE-US construction project, the DOE, international funding agencies, Fermi National Accelerator Laboratory (Fermilab) (in Batavia, Illinois) as the host laboratory, and the Sanford Underground Research Facility (SURF, in Lead, South Dakota), where the far detector will be located. Fermi Forward Discovery Group, LLC (FFDG) is the Management and Operating Contractor for Fermilab.

The BSI subproject consists of typical construction in an atypical location roughly one mile underground with shaft access. The types of material to be managed are dominated by piping, conduits, cable trays, electrical cabling, etc. – all typical construction materials. There are several unique loads that will require more detailed planning such as chillers, transformers, switchgear, and cooling towers.

Figure 1 illustrates the general underground work area at the SURF (far) site.

Figure 1: DOE Underground Leased Space at SURF (LBNF/DUNE Caverns)

1.2 Purpose of SOW

This SOW, defined as the “Bull Gang,” outlines the performance requirements and tasks to supply logistical and material transport services for managing the flow of materials in support of the LBNF/DUNE Building and Site Infrastructure (BSI) subproject.

The Bull Gang work for BSI includes coordinating deliveries to the SURF site, unloading materials, short-term storage, and transport of materials to the Ross Headframe. At the headframe, materials are transferred to the South Dakota Science and Technology Authority (SDSTA), under the existing FFDG Logistics Subcontract with SDSTA, for shaft movement. SDSTA transports deliveries through the shaft and unloads them at the 4850L under the existing FFDG Logistics Subcontract. The Bull Gang for BSI then

receives the material again and transports it to either a storage location or the site of installation. Additional maintenance and service requirements are outline in Section 3.2.

1.3 Assumptions

Bull Gang support is required at a minimum from 7 AM – 5 PM and from 7 PM – 5 AM on both surface and underground Monday through Friday.

SDSTA has the responsibility of transporting material through the shaft and unloading the materials at the shaft station under the FFDG Logistics Subcontract. This SOW covers activities before and after the logistics responsibilities.

1.4 Timeline

This SOW covers a performance period for supporting BSI from May 29, 2025, through May 31, 2026.

An official Kick-off Meeting (KOM) will be scheduled at a mutually agreed upon date, time, and location as soon as practical after award of the Subcontract. The primary purpose for this meeting is to confirm that the project participants understand the terms and conditions of the Subcontract, the SOW, the specifications and drawings, the safety and the quality assurance requirements, and the work activities involved with each task.

2 Applicable Documents

Reference documents are provided to supplement this SOW to the extent involved in defining tasks within this SOW.

- Appendix 1: BSI surface and underground drawings
- Appendix 2: Baseline BSI schedule
- Appendix 3: SURF Access Restrictions
- Appendix 4: LBNF Far Site Conventional Facilities Construction Environment, Safety and Health Plan (CESHP)

These documents are provided as attachments to the RFP documentation.

3 SOW Performance Requirements

The Subcontractor shall furnish all properly qualified management, personnel, facilities, materials, supplies, tools, transportation, and equipment with appropriate accessories (except as provided by FFDG) and shall plan and coordinate with LBNF/DUNE-US project management to assure effective performance of all services described in this SOW. The Subcontractor shall provide all labor, equipment, supplies,

materials, supervision, shop equipment, design personnel, management personnel, required sub-tier vendors, software, hardware, and office space for completing this statement of work.

3.1 General Requirements

The Subcontractor shall meet with CM/GC and/or FFDG at specified times during each planned work shift to agree on priority for daily activities. A report shall be provided by the Subcontractor for each shift describing work performed during that shift. These reports shall be provided not later than two shifts after the reported shift. Reports shall include:

- Loads moved: from-to, quantity, general description
- Areas cleaned
- List of staff working
- Logistics delays, cause of delay
- Notable safety items – both positive and requiring improvement
- Quality related issues
- Equipment status (available, down for repair/maintenance, etc.)

Subcontractor is required to ensure that the site safety protocols are strictly adhered to. This includes development of Job Hazard Analyses (JHA's) and/or Standard Operating Procedures (SOP's), and ensuring workers are fully aware of the contents of these and held accountable for following them or stopping work and making adjustments if needed. JHA's and SOP's will be reviewed and approved by relevant stakeholders before work commences.

3.2 Bull Gang Non-Labor Requirements

Provide the following equipment and supplies as necessary to support the requirements:

- Forklifts
- Mobile Crane
- Loader/LULL
- Light Plants – supply and maintain
 - Ross (1 each)
 - Mill Res (1 each)
- Miscellaneous Rigging (for Bull Gang effort only)
 - Rigging assessment and/or definition for handling of any materials supplied within this statement of work.
 - Rigging required for managing typical loads.

- The owners of unusual loads are responsible for design of and specialty rigging for large, awkward, or sensitive materials. This will be provided to the Subcontractor and is not the responsibility of the Subcontractor.
- Other Equipment Requirements
 - Equipment Mechanic
 - Freight In
 - Freight out
 - Assemble/disassemble for movement to the underground
 - Proximity Sensors (<https://www.scan-link.com/>) are used on site to mitigate risk of human/machine interactions.
 - Need detector units and the sensor tags for all the gear on site
 - All hard hats to include proximity sensors
 - White Noise backup alarms for all surface equipment to limit noise at nearby residences
 - Fuel Storage management for equipment required by this statement of work
 - Equipment Mounted Fire Suppression buy/maintain
 - Fire Extinguishers buy/maintain
 - Communications (radios)

4 Required Tasks

4.1 Task 1: Preparation of Environmental Safety and Health (ESH) Plan

A part of the Exhibit A for Supply and/or Services Subcontracts the Environmental, Safety, and Health Certification (ESHC) form will be provided to the Subcontractor for signature, indicating that the Subcontractor understands the requirement to comply with DOE 10 CFR Part 851. In addition, Subcontractor must develop and submit a Site-Specific Environment, Safety, and Health (ES&H) plan which must comply with and encompass all applicable aspects of 10 CFR Part 851 Worker Safety and Health Program including 29 CFR Part 1910, OSHA Safety and Health Standards for General Industry and the DOE Hoisting and Rigging Standard DOE STD-1090-2020.

All Subcontractor personnel shall be required to attend various FFDG provided trainings, listed below, and shall be billable at the straight time rate. Following is a summary of training required by and offered by FFDG:

Table 1. Subcontractor-Required Training Courses

| Course Description | Typical Duration |
|--|------------------|
| Oxygen deficiency Hazard (depending on area) | 2 hours |
| SURF site orientation -- Surface | 2 hours |

| Course Description | Typical Duration |
|--------------------------------------|------------------|
| SURF Surface practical factors | 1 hour |
| SURF site orientation -- Underground | 2 hours |
| SURF Underground practical factors | 1.5 hours |

The Subcontractor and any sub-tier Subcontractor performing work at SURF will be responsible for the following requirements concerning 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 of the Subcontractor's 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 Sanford Underground Research Facility (SURF).
 - Exceptions involve hazards which are unusual for Subcontractor employees. For example, FFDG normally provides appropriate training for Subcontractors working in oxygen deficient hazard areas.
3. Records of ES&H training that were provided by the Subcontractor, or others, and received by Subcontractor employees performing Subcontractor activities at SURF shall be available for review by FFDG.
4. Subcontractors shall maintain and provide to FFDG upon request, any and all occupational safety and environmental records.
5. Records required to be maintained by federal/state regulation.
 - OSHA injury/illness logs, training records
 - Inspection records
 - Safety meeting minutes
 - Incident investigations documentation
6. Additional records appropriate for the Subcontractor's activities shall also be maintained and provided to FFDG upon request. Examples include but not limited to the following.
 - Crane and rigging Inspections
 - Scaffolding
 - Fall Protection

If the Subcontractor intends to administer first aid or Cardiopulmonary Resuscitation (CPR), the Subcontractor must comply with 29 CFR 1910 Subpart K and make available the list of names of any employee.

4.2 Task 2: Preparation of Quality Assurance / Quality Control

In conjunction with the General Terms and Conditions Quality Requirements, unless otherwise specified by the Subcontract or the FFDG Project Manager, the Subcontractor's on-site supervision will be responsible for the following.

1. All activities necessary to manage, control and document work to ensure compliance with the Subcontract requirements.
2. Ensuring adequate Quality Control services are provided for work accomplished on and off site by his/her organization, suppliers, sub-tier Subcontractors, technical laboratories, and consultants.
3. The work activities include safety, testing and inspection and all other functions relating to the requirements for quality work.
4. The quality and timely provision of workmanship and material provided under this Subcontract.

4.3 Task 3: Preparation of a Project Schedule

Not Applicable--the requirements of this SOW are in support of others responsible for the schedule.

4.4 Task 4: Bull Gang - BSI

4.4.1 Material Transport

The Bull Gang's primary responsibility is to manage the flow of materials in support of the LBNF/DUNE project. This includes:

- Coordinating deliveries to the SURF site.
- Unloading, short term storage, and transport to the Ross Headframe.
- Receipt inspection (visual) for damage utilizing provided bar scanning tool. Delivery owner shall be notified immediately if any visible damage is observed upon receipt.
- Coordinate transfer from Bull Gang to Logistics scope at the shaft, and back again at the shaft station
- Transport to an underground storage location or the site of installation
- Transport between storage and site of installation
- Disassemble & reassemble equipment as needed for underground use
- Maintain all equipment provided for this scope.

4.4.2 Maintenance of Roads, Parking and Laydown areas

BSI Bull Gang requirements include the area within the Ross Gate (Ross Yard), Mill Reservoir laydown (Wedge) and designated Yates parking areas. Maintenance includes:

- Street sweeping, dust control, and snow removal

- Maintain laydown surfaces



Figure 1. General Site Layout (SURF)



Figure 2. Ross Yard Area (SURF)

4.4.3 Maintain Temporary Construction Buildings

BSI Bull Gang requirements include cleanup, minor repairs and maintenance, snow shoveling, temporary heat, dry storage material handling, rigging management storage and inspection. All spaces are used by others and maintained under this SOW. Subcontractors shall include with their proposal any facilities they deem necessary to perform the work defined in this SOW.

4.4.4 Escorts, Flaggers, Spotters, Maintenance of Traffic (MOT)

Provide Escorts, Flaggers, Spotters, and MOT at the following locations in support of deliveries to the SURF site:

- Mill Reservoir to Ross
- Trucks to Ross from Visitor Center
- Yates to Ross

4.5 Training and Supplies

The Subcontractor is responsible for providing their staff with the following training and provision of supplies:

- Training per person:
 - Site specific, provided by FFDG:
 - Reference section 3.2
 - Expected training provided by Subcontractor:
 - OSHA Training (10 hour for field workers, 30 hr for supervisors and ESH personnel)
 - Annual Refresher
 - Mobile Equipment Training aligned with Subcontractor policies
 - Rigger Training aligned with Subcontractor policies
 - Scaffolding Competent Person Training if needed
 - Silica Training if needed
 - Training records for all employees shall be provided to FFDG
- Supplies including:
 - Safety (PPE) minimum requirements – Type II Safety helmet with chin strap, safety glasses, reflective clothing (Class II), safety toe boots above the ankle, cap lamps, hearing protection
 - Small Tools and Supplies (STS)
 - Self Rescuers - OCENCO M20.2 must be carried by all underground staff when accessing the underground facilities. OCENCO escape breathing apparatus EBA-75 one-hour units shall be cached underground for each worker for emergency response purposes.

- A. W65 carbon monoxide filtration units are also acceptable.
- Air Monitors - Mx6 required to be carried by each guide; Subcontractor responsible for their own maintenance and calibration.
 - A. Alternate gas testers are acceptable but must measure and alarm for (at a minimum) oxygen, carbon monoxide, nitrogen dioxide, and combustible gasses (LEL).
- Fall Protection and Working at Heights Permit for fall hazards greater than four feet.

4.6 FFDG Directed Requirements

Where FFDG has miscellaneous activities that can be accomplished using the staff and equipment included in this SOW, Subcontractor shall support these requests.

5 Deliverables

5.1 Subcontractor's Deliverables

The Subcontractor shall provide the following deliverables in accordance with the format for documents deliverables provided in Section 5.2.

| Deliverable No. | Section | Description |
|-----------------|---------|-------------------------|
| 1 | 5.2 | Daily Report |
| 2 | 6 | Monthly Progress Report |

5.2 Format for Documentation and Deliverables

Electronic distribution will be the standard method of transmitting all deliverables. All contract documents are to be identified by contract number and provided in a searchable PDF format.

Reports and other narrative documents are to have a cover sheet stating the document number, document title, use date, and subcontract number, as well as having a place to identify authors, checker, and approval signatures as required.

All reports and narrative documents are to begin with an executive summary briefly describing the contents and conclusions of the document.

Oral presentations shall use PowerPoint software.

6 Periodic Communication

Progress meetings between FFDG and the Subcontractor will be conducted regularly either in-person and/or via tele/video conference. These meetings will be held at scheduled times and locations mutually agreed to. The meetings shall include discussions of the Subcontractor's progress, potential problems,

resources, technical and contractual issues. The Subcontractor shall produce and distribute meeting minutes, assigned actions and associated project management documents within three (3) working days of each meeting. The parties shall forward any comments within five (5) working days of receipt of the minutes.

The Subcontractor shall maintain a list of open action items assigned, identifying action to be taken, the responsible party and the date the action must be completed.

Monthly progress reports shall be submitted throughout the contract period. Monthly reports shall be submitted on the 20th day (or the first business day after that date) of each month. Monthly reports shall address the following during the reporting period:

- Progress, results, achievements and issues encountered
- Outstanding issues and action items
- Anticipated variance in cost associated with added requirements or issues encountered

7 Transportation

Not applicable for this SOW.

End of document

Attachment J-2

FFDG Terms and Conditions for Services Performed at SURF

FERMI FORWARD DISCOVERY GROUP, LLC
GENERAL TERMS AND CONDITIONS FOR SERVICES PERFORMED AT SURF

Table of Contents

| | |
|---|-----------|
| CLAUSE 1 - GENERAL PROVISIONS | 2 |
| 1.1 DEFINITIONS..... | 2 |
| 1.2 SCOPE OF SUBCONTRACT (SERVICES) | 3 |
| 1.3 INDEPENDENT CONTRACTOR | 3 |
| 1.4 ASSIGNMENT..... | 3 |
| 1.5 ACCEPTANCE OF SUBCONTRACT..... | 3 |
| 1.6 TIME IS OF THE ESSENCE | 4 |
| CLAUSE 2 - PAYMENT (SERVICES) | 4 |
| CLAUSE 3 - STANDARD OF PERFORMANCE (SERVICES) | 4 |
| CLAUSE 4 - LICENSES AND PERMITS | 4 |
| CLAUSE 5 - CHANGES AND MODIFICATIONS..... | 5 |
| 5.1 CHANGES (SERVICES)..... | 5 |
| 5.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN..... | 5 |
| CLAUSE 6 - INDEMNIFICATION AND LIABILITIES..... | 6 |
| 6.1 INDEMNIFICATION | 6 |
| 6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE | 6 |
| 6.3 THEFT | 6 |
| 6.4 WARRANTY (NON-PROFESSIONAL SERVICES) | 7 |
| CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS | 7 |
| 7.1 TERMINATION..... | 7 |
| 7.2 NON-WAIVER OF DEFAULTS..... | 7 |
| CLAUSE 8 - LAWS AND REGULATIONS; DISPUTES; APPLICABLE LAW..... | 7 |
| 8.1 LAWS AND REGULATIONS | 7 |
| 8.2 DISPUTES..... | 8 |
| 8.3 APPLICABLE LAW | 9 |
| CLAUSE 9 - RELEASE OF INFORMATION..... | 9 |
| CLAUSE 10 - NOTIFICATIONS | 9 |
| CLAUSE 11 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE | 9 |
| CLAUSE 12 - SITE AND FACILITIES ACCESS..... | 9 |
| CLAUSE 13 - ENVIRONMENT, SAFETY & HEALTH (ES&H)..... | 10 |
| CLAUSE 14 - STOP-WORK ORDER (FAR 52.242-15 (AUG 1989)) | 11 |
| CLAUSE 15 - INSURANCE | 11 |
| CLAUSE 16 - SERVICE CONTRACT LABOR STANDARDS..... | 11 |
| CLAUSE 17 - INFORMATION TECHNOLOGY ACQUISITIONS | 12 |
| CLAUSE 18 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS (SERVICES) | 12 |

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 product,” “commercial service,” and “commercially available off-the-shelf (COTS) item” 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.

“FFDG” means Fermi Forward Discovery Group, LLC, acting as operator and manager of the Fermi National Accelerator Laboratory under United States Department of Energy Prime Contract No. 89243024CSC000002, and includes any successor to that Prime Contract or any duly authorized representatives thereof. FFDG 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.

“FFDG Procurement Representative” shall mean the person in charge of administering this Subcontract for FFDG 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.

“SDSTA” means the South Dakota Science & Technology Authority, created by the South Dakota legislature, and operator of the Sanford Underground Research Facility.

“SURF” means the Sanford Underground Research Facility, located in Lead, South Dakota, and which is the Far Site for the Long Baseline Neutrino Facility (LBNF) project of the Fermi National Accelerator Laboratory.

“Subcontract” means this Subcontract between FFDG 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 FFDG. 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 FFDG's Prime Contract No. 89243024CSC000002 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 FFDG 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 FFDG or the Government,
- (b) This Subcontract does not create a joint employer relationship for FFDG or the Government; and
- (c) The Subcontractor shall not enter into any contract with a third party which purports to obligate or bind FFDG 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 FFDG. Subcontractor shall inform FFDG of the transfer of Seller's assets, rights, obligations, and/or liabilities under this Agreement to a separate legal entity and submit written proof of such transfer. Subcontractor also shall inform FFDG of a corporate name change and submit documents as proof of such a change. The parties must enter into and execute a Novation Agreement or Name Change Agreement for assignment by Subcontractor to be effective. FFDG 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 FFDG in writing), the Subcontractor may submit to FFDG 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 FFDG shall, subject to the provisions of this Subcontract, make payment thereon as approved by FFDG. FFDG 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 FFDG 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 FFDG, 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 FFDG 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 FFDG, to the extent that they are properly allocable to costs for which the Subcontractor has been reimbursed by FFDG 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 FFDG.

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

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

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 FFDG 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 FFDG.

CLAUSE 5 - CHANGES AND MODIFICATIONS

5.1 CHANGES (SERVICES)

FFDG 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 FFDG 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 FFDG to analyze the request. The Subcontractor shall perform the services in accordance with the changes ordered by FFDG upon receipt of the written change order.

No claim by the Subcontractor for an equitable adjustment based on changes made by FFDG 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 FFDG 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 FFDG. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-subcontract, 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 FFDG.

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

FFDG Related Entities: To the extent permitted by law, the Subcontractor shall indemnify and hold harmless FFDG, 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 any negligent or willful act or omission of the Subcontractor, its employees, agents, subcontractors, material suppliers, or anyone for whose acts they may be liable.

SURF Related Entities: To the extent permitted by law, the Subcontractor agrees to hold harmless and indemnify SDSTA, the State of South Dakota, and their officers and employees from and against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error or omission of any officer, agent, subconsultant, or employee of the Subcontractors, but only to the extent of such negligence, misconduct, error or omission. This section does not require the Subcontractor to indemnify SDSTA or the State of South Dakota, or their officers, agents, or employees, from claims or liability to the extent such claims or liability arise from the acts or omissions of SDSTA, the State of South Dakota or their officers, agents, or employees.

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 FFDG. 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 FFDG's employees or agents at Fermilab, and (b) cooperate and coordinate the Subcontract work with others at Fermilab as directed by FFDG.

6.3 THEFT

Necessary precautions for safeguarding material and equipment will be the responsibility of the Subcontractor. The Subcontractor shall follow the SDSTA procedures in the event of theft of Subcontractor or FFDG furnished property while on the SURF site. In addition, the Subcontractor shall immediately notify the FFDG 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.

6.4 WARRANTY (NON-PROFESSIONAL SERVICES)

(a) Definitions. Acceptance, as used in this clause, means the act of an authorized representative of FFDG by which FFDG or the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by FFDG or any provision concerning the conclusiveness thereof, the Subcontractor warrants that all services performed under this Subcontract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. FFDG shall give written notice of any defect or nonconformance to the Subcontractor that shall state either: (1) that the Subcontractor shall correct or reperform any defective or nonconforming services, or (2) that FFDG does not require correction or reperformance.

(c) If the Subcontractor is required to correct or reperform, it shall be at no cost to FFDG or the Government, and any services corrected or reperformed by the Subcontractor shall be subject to this clause to the same extent as work initially performed. If the Subcontractor fails or refuses to correct or reperform, FFDG may, by contract or otherwise, correct or replace with similar services and charge to the Subcontractor the cost occasioned to FFDG or the Government thereby, or make an equitable adjustment in the Subcontract price.

(d) If FFDG does not require correction or reperformance, FFDG shall make an equitable adjustment in the Subcontract price.

CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS

7.1 TERMINATION

FFDG 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, FFDG 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 FFDG 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 FFDG 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 FFDG 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 FFDG to suspend Subcontract Work, provided that FFDG continues to pay Subcontractor as provided herein for all Subcontract Work not subject to a Dispute.

Step Negotiations: FFDG and Subcontractor will first attempt to resolve Disputes at the field level through discussions between FFDG'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 FFDG'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 FFDG, 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 Commercial Arbitration Rules and Medication 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 FFDG. Notice of demand for arbitration must be filed in writing with the other parties to the arbitration. If FFDG 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 FFDG, 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 FFDG Procurement Representative.

CLAUSE 10 - NOTIFICATIONS

The Subcontractor shall immediately notify the FFDG 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 FFDG 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

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.

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.

Fermilab Site or Facility Access: All Subcontractor and lower-tier subcontractor employees requiring access to any Fermilab facility or sites, including on-site or remote access to Fermilab/FFDG computer systems, are subject to applicable DOE and FFDG site access requirements and restrictions, including but not limited to all environmental, health, safety, security, and personnel requirements. Any questions should be directed to either the subcontract designated Technical Representative or the FFDG Procurement Representative.

- (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/FFDG 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 (<https://www.state.gov/state-sponsors-of-terrorism/>) without prior written approval from DOE Headquarters. Terrorist-sponsoring countries may be updated from time to time by the State Department. Requests for access must be submitted to the FFDG Procurement Representative at least 180 days in advance to allow time for approval from the DOE.
- (b) FFDG 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/FFDG 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/FFDG computer systems. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3B.

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, FFDG 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 FFDG'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, FFDG 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 FFDG. 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))

FFDG 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, FFDG shall either:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default or Termination for Convenience of FFDG clauses 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. FFDG 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 FFDG decides the facts justify the action, FFDG 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 FFDG, FFDG 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, FFDG 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 FFDG as the contracting entity and in accordance with 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 FFDG, comply with the Insurance Requirements Exhibit to this Subcontract, which is based upon levels of risk, and provides the applicable certificates of insurance as set out in the Insurance Requirements Exhibit.

The Subcontractor shall indemnify FFDG and SDSTA for any expense incurred or loss suffered by FFDG or SDSTA 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 - INFORMATION TECHNOLOGY ACQUISITIONS

Prior to use under this Subcontract, all information technology shall be compliant with the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov/> commensurate with the mission of the contract and conducive to the research and development efforts of the Contractor. This requirement shall be included in all subcontracts, as appropriate, which are for information technology acquisitions.

CLAUSE 18 - 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 FFDG, 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 (NOV 2021) 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 (DEC 2023) |
| FAR 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) Excluding paragraph (b)(2) |
| FAR 52.204-27 | PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) |

- 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 (NOV 2021)
- FAR 52.222-55 MINIMUM WAGES FOR CCONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)
- 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 52.224-3 PRIVACY TRAINING (JAN 2017)
 Applies if subcontractor employees have access to a Privacy Act system of records; or design, develop, maintain, or operate a Privacy Act system of records; or create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information
- FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (OCT 2022)
- FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010)
- FAR 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- 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)

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 (MAR 2023)

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 PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
Applies if government property is furnished for performance of work under this Subcontract
ALT I applies if subcontract does not require submission of certified cost or pricing data

FAR 52.245-9 USE AND CHARGES (APR 2012)
Applies if government property is furnished for performance of work under this Subcontract

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 (NOV 2021)

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)

Per DEAR 927.303(c), the following applies to subcontracts for the design, construction, or operation of a Government-owned research, development, demonstration or production facility:

Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this Subcontract, the Subcontractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually

reduced to practice or acquired by the Subcontractor at any time through completion of this Subcontract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, title to, any rights or patents herein licensed.

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 FFDG or DOE

DEAR 952.227-11 PATENT RIGHTS – RETENTION BY CONTRACTOR (SHORT FORM) (MAR 1995)

Applies to agreements with small business for experimental, developmental, or research work

Per the [Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies \(S&E DEC\)](#) issued on June 7, 2021, the following paragraph is added to DEAR 952.227-11 as paragraph (m):

(m) *U.S. Competitiveness.* Notwithstanding 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all work subject to the S&E DEC, the Contractor agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Contractor or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Contractor or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (m) and shall inform DOE, in writing, of the change in ownership within 6 months of the change. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Contractor will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

In addition, the following item (4) is added to paragraph (d): “or upon a breach of paragraph (m) U.S. Competitiveness of this clause.”

DEAR 952.227-13 PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (SEP 1997)

Applies to agreements with non-small business for experimental, developmental, or research work

Per the [Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies \(S&E DEC\)](#) issued on June 7, 2021, the following paragraph is added to DEAR 952.227-13 as paragraph (n):

(n) U. S. Competitiveness. Notwithstanding 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all work subject to the S&E DEC, the Contractor agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Contractor or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Contractor or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (n) and shall inform DOE, in writing, of the change in ownership within 6 months of the change. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Contractor will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

In addition, the following is added to the first sentence of paragraph (d)(1): "or upon a breach of paragraph (n) U.S. Competitiveness of this clause."

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 (EXPORT CLAUSE) (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 (NOV 2023)

FAR 52.215-2 AUDITS AND RECORDS-NEGOTIATION (JUN 2020)
Applies if not a Subcontract for commercial products or commercial services or otherwise exempt under FAR 15.403-1

FAR 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)

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

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)

Applies if the Subcontract involves any further subcontracting opportunities.

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION) (AL 2021-04)

In this clause, "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract No. 89243024CSC000002

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) (SC ALTERNATE) (SEP 2018)

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

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

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 (MAY 2022)

Applies to services (unless they are commercial services that are part of the purchase of a COTS item or item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item) and construction services; only applies to work performed in the United States

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)

FFDG 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 (NOV 2021)

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)

FFDG 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, and unless an Indefinite Delivery/Indefinite Quantity (IDIQ) subcontract

FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE DELIVERY CONTRACTS (OCT 2016)
Applies to Indefinite Quantity/Indefinite Delivery (IDIQ) subcontracts 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 (SEP 2023)

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 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

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 product” or “commercial service” 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 product” or “commercial service” 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 (NOV 2021)

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) (NOV 2021)

Modified by DEAR 903.1004. Applies unless Subcontract is for the acquisition of a “commercial product” or “commercial service” as defined in FAR 2.101 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 AT SURF)

Attachment J-3

**FFDG Terms and Conditions for Cost Reimbursable Subcontract for
LBNF/DUNE-US Bull Gang – BSI Services**

April 2025

FFDG TERMS AND CONDITIONS FOR COST REIMBURSABLE SUBCONTRACT FOR
LBNF/DUNE-US BULL GANG – BSI SERVICES

Fermi Forward Discovery Group, LLC

INDEX

| | |
|---------------------------|--|
| 1. DEFINITIONS | 9. COST ACCOUNTING STANDARDS LIABILITY |
| 2. SCOPE OF SUBCONTRACT | 10. RELEASE OF INFORMATION |
| 3. OPERATING ASSURANCE | 11. LAWS AND REGULATIONS |
| 4. [RESERVED] | 12. PROPERTY |
| 5. BASIS OF AGREEMENT | 13. CLAUSES INCORPORATED BY REFERENCE |
| 6. [RESERVED] | |
| 7. WITHHOLDING OF PAYMENT | |
| 8. NOTIFICATIONS | |

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.
- "FFDG" means the Fermi Forward Discovery Group, 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 Forward Discovery Group, LLC's Prime Contract No. 89243024CS000002 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, 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 FFDG. FFDG 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, FFDG 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 FFDG 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 FFDG 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 FFDG Procurement Representative.

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

CLAUSE 8 – NOTIFICATIONS

(a) Subcontractor shall immediately notify FFDG 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 FFDG 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 FFDG has claimed an exemption hereunder. Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by FFDG, and to take such steps as may be required by FFDG to cause such tax, fee, or charge to be paid under protest and, if so directed by FFDG, to cause to be assigned to FFDG or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit FFDG 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 FFDG 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 – 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 FFDG 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 10 – RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained, and the name of FNAL, FFDG 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 FFDG Procurement Representative.

CLAUSE 11 – 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 12 – 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.* FFDG 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 FFDG, 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. FFDG 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 FFDG 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 FFDG, whichever first occurs. Property furnished by FFDG 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 FFDG, the Subcontractor shall identify Government property coming into the Subcontractor's possession or custody, by marking and segregating in such a way, satisfactory to FFDG, 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 FFDG 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 FFDG may approve, sell or exchange such property, or acquire such property at a price agreed upon by FFDG 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 FFDG may direct. Upon completion of the work or the termination of this Subcontract, the Subcontractor shall render an accounting, as prescribed by FFDG, 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 FFDG 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 FFDG, 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, FFDG 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 FFDG 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, FFDG 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, FFDG 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 FFDG 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 FFDG. The Subcontractor shall take no action prejudicial to the right of the FRA to recover therefore, and shall furnish to FFDG, on request, all reasonable assistance in obtaining recovery.

(h) *Government property for Government use only.* Government property furnished by FFDG 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 FFDG 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 FFDG 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 FFDG, 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 13 – 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 FFDG, 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 89243024CSC000002 with FFDG. As used in DEAR 970.5232-3, the term "DOE" shall mean DOE and FFDG.

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 FFDG 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 (DEC 2022). |
|--------------|---|

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 BULL GANG - BSI 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 FFDG Subcontracted Work at SURF

Risk Category 4

INSURANCE REQUIREMENTS FOR FFDG SUBCONTRACTED WORK AT SURF

Risk Category 4

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

2. Minimum Insurance Coverage: Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FFDG, take out and maintain at its own cost and expense, insurance coverages in at least the amounts listed below, through insurers with an A.M. Best rating of A, VII or higher.

| <u>LINE OF COVERAGE</u> | <u>LIMITS</u> | |
|---|---|---------------------------------|
| GENERAL LIABILITY Commercial General Liability <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Project | EACH OCCURRENCE | \$1,000,000 |
| | GENERAL AGGREGATE | \$2,000,000 |
| | PRODUCTS - COMPLETED OPERATIONS AGGREGATE (To be maintained for at least 10 years after final completion) | \$2,000,000 |
| | Coverage will be at least as broad as ISO form CG 00 01 | |
| AUTOMOBILE LIABILITY Any Auto <input checked="" type="checkbox"/> Occurrence | COMBINED SINGLE LIMIT AND IN THE AGGREGATE Covering owned, non-owned, and hired automobiles with coverage at least as broad as ISO Business Auto Form CA 00 01 | \$1,000,000 |
| EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence | For All Liability Coverages Required following the form of underlying insurance EACH OCCURRENCE / AGGREGATE (Limits may be met through a combination of underlying and excess policies) | \$9,000,000 |
| WORKER'S COMPENSATION & EMPLOYER'S LIABILITY | WC STATUTORY LIMITS | OTHER |
| | E.L. EACH ACCIDENT | |
| | E.L. DISEASE EA EMPLOYEE | |
| | E.L. DISEASE-POLICY LIMIT | |
| | | As required by South Dakota law |
| | | \$1,000,000 |
| | | \$1,000,000 |
| | | \$1,000,000 |

| | | |
|--|---|---|
| CONTRACTOR'S POLLUTION LIABILITY Required for construction contracts of \$50,000 or more and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or the use of hazardous or other materials excluded from coverage under a commercial general liability policy | EACH OCCURRENCE OR PER CLAIM ANNUAL AGGREGATE If policy is claims-made, the retroactive date or prior acts exclusion shall pre-date the date of the Subcontract and the date services are first provided. Coverage shall be maintained for a minimum of 5 years after project completion or, if cancelled, maintain an extended reporting period for 5 years after last work is performed. | \$10,000,000 \$10,000,000 |
| CONTRACTOR'S PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Claims Made and in Aggregate *Required for subcontracts that have design/build, delegated design, construction management services requirements. | EACH OCCURRENCE OR PER CLAIM AND ANNUAL AGGREGATE The retroactive date or prior acts exclusion shall pre-date the date of the Subcontract and the date services are first provided. Coverage shall be maintained for a minimum of 5 years after project completion or, if cancelled, maintain an extended reporting period for 5 years after last work is performed. | \$1,000,000 |
| PROFESSIONAL LIABILITY/ERRORS & OMISSIONS <input checked="" type="checkbox"/> Claims Made and in Aggregate Required for subcontracts that have professional services requirements. | PER CLAIM AND ANNUAL AGGREGATE PER CLAIM/ANNUAL AGGREGATE for Subcontracts involving design work for excavation or involving risk of subsidence or collapse in the Underground Property The retroactive date or prior acts exclusion shall pre-date the date of the Subcontract and the date services are first provided. Coverage shall be maintained for a minimum of 5 years after project completion or, if cancelled, maintain an extended reporting period for 5 years after last work is performed. | \$3,000,000 \$5,000,000/\$10,000,000 |

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 FFDG, 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 FFDG.
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.
3. Waive rights of subrogation against the Additional Insureds identified in paragraph 4.

☐ Broad Form cargo insurance to cover damage to or loss of cargo in the amount of \$_____ per occurrence, Subcontractor will be transporting property owned by the U.S. Government, Department of Energy, and may be transporting property belonging to other entities contributing to Fermilab-hosted projects and experiments. The property owner shall be named as a loss payee, and the insurer shall waive rights of subrogation against FFDG and the property owner. The required insurance shall cover the entire geographic scope in which the Subcontractor will operate under this Agreement.

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

1. FFDG as additional insured.
2. Coverage for testing, water damage, mechanical breakdown and electrical injury.
3. Waive rights of subrogation against the Additional Insureds identified in paragraph 4.

4. Commercial General Liability Insurance; Exclusion/Terms Not Allowed:

- a. Exclusion for claims by one insured against another insured, if the exclusion is based on the fact that the other claimant is an insured and there would otherwise be coverage for the claim;
- b. Exclusion for claims for property damage included within the Products-Completed Operations Hazard, where the completed work or the work out of which the damage arises are performed by a subcontractor;
- c. Exclusion for claims against any Additional Insured for bodily injury, including claims made by employees of the Subcontractor or sub-subcontractor(s);
- d. Exclusion for claims for indemnity arising out of injury to employee(s) of the Subcontractor or sub-subcontractor(s);
- e. Exclusion for claims related to earth subsidence or movement (where the work involves such hazards);
- f. Exclusion for claims related to explosion, collapse, or underground hazards (where the work involves such hazards); or
- g. Provision that erodes limits of insurer by insurer's payment of defense costs;
- h. Provision allowing insurer to obtain reimbursement of defense costs.

5. Additional Insureds: Subcontractor's liability policies (excluding Worker's Compensation/Employer's Liability and Professional Liability but including Pollution Liability, if

required) shall provide by appropriate language that the following are included as additional insureds as required by written contract, that the insurance afforded by such policies to the Additional Insureds is primary insurance, and that all rights of the insurer for contribution from other insurers are waived:

- Fermi Forward Discovery Group, LLC, and its officers, agents, employees
- the University of Chicago, and its officers, agents, employees
- Universities Research Association, Inc., and its officers, agents, employees
- the United States Government, and its officers, agents, employees
- the South Dakota Science and Technology Authority, and its officers, agents, employees
- Barrick Gold Corporation, its affiliates, and each of their officers, directors, employees, and agents, and any visitor, contractor, or consultant that they invite unto, allow, or authorize to use SURF
- Homestake Mining Company of California, its affiliates, and each of their officers, directors, employees, and agents, and any visitor, contractor, or consultant that they invite unto, allow, or authorize to use SURF.

Additional insured coverage will be at least as broad as the coverage provided by ISO forms CG 2010 10 01 and GC 2037 10 01. All of Subcontractor's policies, including Worker's Compensation, shall include a waiver of subrogation in favor of the Additional Insureds. All additional insureds coverage must include current and completed operations.

Subcontractor shall hold the Additional Insureds harmless against liability for damage to Subcontractor's property. Subcontractor's property policies, including but not limited to equipment, cargo, and in-transit coverages, whether such policies are required by the Subcontract, shall include a waiver of subrogation in favor of the Additional Insureds.

6. Evidence of Insurance: The Subcontractor agrees to deliver to FFDG within ten (10) days of the signing and delivery of this Subcontract, certificates evidencing compliance with the insurance herein. Subcontractor shall provide a certificate identifying an Additional Insured as a certificate holder upon request from FFDG. **The certificates shall state that waiver of subrogation is granted in favor of the Certificate Holder 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.** The Subcontractor must provide complete, certified copies of all required insurance policies if requested by FFDG or SDSTA. Receipt or review by FFDG or FFDG's representatives of any evidence of insurance coverage, failure to request such evidence of insurance coverage, or failure to object to any evidence of insurance coverage that does not comply with these requirements, shall not be deemed a waiver of such requirements and shall not relieve Subcontractor of any obligation to comply with these insurance requirements.

7. Notice of Cancellation or Material Change in Coverage/Condition: Coverage will not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice, except that ten (10) days' prior written notice shall be required in the event of cancellation for nonpayment of premium. FFDG reserves the right to obtain replacement coverage if contractor does not and FFDG may deduct the cost of the replacement insurance from amounts payable to the Subcontractor.

8. Special Provisions Applicable to All Coverages: Self-insurance and self-insured retentions and/or deductibles must be declared and approved by FFDG. Insurance policies must include a provision that the insurer will not raise any coverage defense based on the statutory immunity of the State of South Dakota, the South Dakota Science and Technology Authority, or the Homestake Indemnified Parties.

9. Sub-Subcontractor Insurance Requirements: Insurance requirements, including Additional Insured requirements, shall apply to all sub-subcontractors, consultants, and others doing work in connection of this subcontract. The insurance requirements applicable will be determined on a per sub-subcontractor basis, taking into account the appropriate category of risk, the particular work to be done by the sub-subcontractor or others doing work under the subcontract, and the interrelationship of that work together with other work being conducted by the Subcontractor. In no event may the limits required of a sub-subcontractor doing work on the Surface Property only be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, nor may the limits required of a sub-subcontractor doing any work in the Underground Property be less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. The Subcontractor shall certify to SDSTA that it has required its sub-subcontractors to maintain appropriate limits of liability. Before permitting any sub-subcontractor to perform any work, each sub-subcontractor shall furnish satisfactory evidence that it maintains insurance appropriate for the particular work to be done by the sub-subcontractor and shall require the sub-subcontractor(s) to provide certificates of insurance to FFDG and SDSTA. Upon request, Subcontractor and sub-subcontractor(s) shall provide a certificate of insurance identifying an Additional Insured as a certificate holder.

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

Attachment J-6

Risk Transfer Protocols for SDSTA's Contractors and Project Participants

Fermi Forward Discovery Group, LLC, is the successor management and operations contractor to Fermi Research Alliance, LLC ("FRA"), effective January 1, 2025. Accordingly, all references to FRA in the attached Risk Transfer Protocols, including without limitation all references with respect to required additional insured coverage, shall be deemed to mean and refer to Fermi Forward Discovery Group, LLC"

Table of Contents

| | |
|---|----|
| I. GENERAL | 1 |
| A. Purpose – Interpretation..... | 1 |
| B. Scope..... | 1 |
| C. Protocol Structure..... | 1 |
| D. Definitions | 1 |
| E. The Risk Manager | 3 |
| F. Responsibilities..... | 4 |
| G. Document Retention..... | 4 |
| H. Inclusion in Contracts and Memoranda of Understanding. | 5 |
| I. Changes to Protocols | 5 |
| II. REQUIRED CONTRACTUAL PROVISIONS | 5 |
| A. Required Clauses | 5 |
| B. Natural Persons Entering the Underground Property. | 6 |
| C. Waivers..... | 7 |
| III. INSURANCE REQUIREMENTS..... | 7 |
| A. Overview..... | 7 |
| B. Determination of Categories and Required Coverages | 7 |
| C. Categories of Risk | 8 |
| D. Standard Insurance Requirements | 10 |
| E. Ancillary Coverages – Workers Compensation Coverage..... | 10 |
| F. Insurance Requirements for Contracts with Certain Funding Agencies – Large “Other Risk” Projects | 16 |

| | |
|--|----|
| G. SDSTA as Contractor | 17 |
| IV. RISK TRANSFER IN LIEU OF OR IN CONJUNCTION WITH COMMERCIAL INSURANCE..... | 17 |
| A. Overview..... | 17 |
| B. Waiver of Insurance Requirements. | 17 |
| C. Acceptance of Extraordinary Retentions | 18 |
| D. Acceptance of contractor or Project Participant “Self-Insurance” | 19 |
| E. Insurance or Self-Insurance Purchased or Provided by Project Participant Collaborations | 19 |
| V. EVIDENCE OF CONTRACTOR OR PROJECT PARTICIPANT COMPLIANCE..... | 20 |
| A. Certificates of Insurance..... | 20 |
| B. Review..... | 20 |
| C. Samples..... | 21 |
| D. Examples of Unsatisfactory Evidence of Compliance. | 21 |

Appendices

- A – Property Donation Agreement (Excerpts)
- B - Standard Indemnification Clause
- C – Acknowledgment of Risk
- D – Release, Agreement Not to Sue and Waiver
- E – Standard Insurance Requirements
- F – Sample Certificate of Insurance: Evidencing Compliance with Insurance Requirements in Category 2
- G – Sample Certificate of Insurance: Evidencing Compliance with Insurance Requirements in Category 3
- H – Risk Transfer Work Flow Diagram
- I – Risk Management Diagram
- J – Supplementary Policy Guidance and Certificate of Insurance Review Checklist

I. GENERAL

A. Purpose – Interpretation

These Risk Management Protocols (“Protocols”) are intended to:

1. Establish a systematic contractual risk transfer procedure for the South Dakota Science and Technology Authority (“SDSTA”);
2. Establish a written risk management plan that includes, among other things: (a) general categories of activities and associated risks 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 Participants; 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; and
3. Ensure all Contractors and Project Participants provide insurance in compliance with the terms of the PDA and to shift risk away from the Homestake Indemnified Parties, SDSTA, and the State of South Dakota in compliance with the terms and intent of the PDA and the donation of the former Homestake Gold Mine to SDSTA.

B. Scope

These Protocols are applicable to all Contractors and Project Participants and its or their Representatives.

C. Protocol Structure

SDSTA’s risk transfer program consists of two components: standard contractual provisions and insurance requirements. The standard contractual provisions are described below in Section II. The insurance requirements are described below in Section III.

D. Definitions

1. “Authorized Entrant” has the meaning given to that term in the PDA. The term does not include FRA or its Representatives or FRA’s Contractors.

2. "Contractor" means a natural person or Entity that undertakes a contract to provide materials or labor to perform a service or do a job at SURF, including but not limited to excavation, construction, outfitting, and equipment installation, whether on the Surface Property or in the Underground Property, and including, without limitation, natural persons and entities contracting with SDSTA, a Project Participant, or any other natural person or entity. Without limitation, the term includes any contractor or contractor Representative that uses a hand tool or other tool as a part of their job or work. The term includes subcontractors at any level and consultants and sub-consultants at any level.
3. "DOE" means the United States Department of Energy.
4. "Entity" means a partnership, corporation, limited liability company, or unincorporated association; a collaboration; a public or private educational institution; a public or private laboratory; a federal, state local, or other governmental entity, or any agency or instrumentality thereof; a body corporate and politic; and any other or similar organization. Without limitation, the term includes collaborations made up solely of non-US natural persons and/or Entities or a combination of US and non-US natural persons and/or Entities.
5. "FRA" means Fermi Research Alliance, LLC, operator of the Fermi National Accelerator Laboratory.
6. "Homestake Indemnified Parties" has the meaning given to that term in the PDA.
7. "PDA" means the Property Donation Agreement between and among Homestake Mining Company of California, the State of South Dakota, and SDSTA, which is dated April 14, 2006, as amended.
8. "Project Participant" means a natural person or Entity that undertakes, or participates in the undertaking of, an experiment, investigation, examination, or other, similar scientific or engineering activity at SURF, including without limitation the excavation or construction of laboratory space or infrastructure associated with or necessary for the experiment, investigation, examination, or other, similar scientific or engineering activity. The term "Project Participant" does not include a Contractor engaged by a natural person or Entity solely for the purpose of the excavation or construction of laboratory space or infrastructure associated with or necessary for the experiment, investigation, examination, or other, similar scientific or engineering activity. The term "Project Participant" includes, without limitation, a public or private educational institution or a laboratory which is a member of a collaboration or which employs a natural person who

is a member of a collaboration. The term does not include DOE or any other funding agency. The term does not include a natural person who is an employee of a Project Participant that undertakes an experiment, investigation, examination, or other, similar scientific or engineering activity at SURF.

9. "Representative" means any natural person or Entity, including elected officials, officers, directors, employees, agents, consultants, lessees, licensees, and invitees, that any Contractor, Project Participant, or other natural person or Entity invites onto, or allows or authorizes to conduct any activities at SURF. Without limiting the generality of the foregoing, the term includes natural person or Entity members of collaborations and natural persons representing collaborations.
10. "Risk Manager" means a qualified person employed by the Authority for the purpose of managing the risk of the Authority and interpreting and carrying out the terms of these Protocols.
11. "Risk Management Consultant" means a qualified consultant, not an employee of SDSTA, engaged for the purpose of assisting the Risk Management Consultant and carrying out the other tasks assigned to the Risk Management Consultant by these Protocols.
12. "SURF", means the Sanford Underground Research Facility, owned and controlled by SDSTA, and located in and near Lead, South Dakota, including both the Surface Property and the Underground Property, and any other SDSTA-owned or -controlled property.
13. "Surface Property" means the surface estate at SURF as described in Part 1 of Exhibit A to the PDA.
14. "Underground Property" means the subsurface estate and mineral estate at SURF as described in Part 2 of Exhibit A to the PDA, which includes all rights owned by SDSTA in the subsurface estate and mineral estate underlying the Surface Property.

E. The Risk Manager

SDSTA shall at all times employ a qualified internal Risk Manager and as necessary and/or required by these Protocols, a Risk Management Consultant.

F. Responsibilities

1. The Executive Director will ensure that all requirements of the PDA are met. The Executive Director will ensure compliance by allocating resources and delegating responsibility concerning contract review and insurance compliance to the Risk Manager.
2. The Risk Manager will be responsible for categorizing all Contractors and Project Participants 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 risk management contract language in compliance with these Protocols is applied and inserted within each contract on a case-by-case basis.
5. The Risk Management Consultant will upon request review the Risk Manager's determinations concerning types and amounts of coverage required of "Other Risk" Contractors and Project Participants and will periodically review the Risk Manager's determinations concerning the level of risk assigned to particular Contractors and Project Participants. The Risk Management Consultant will be identified and retained by the Executive Director, in consultation with SDSTA's general counsel.
6. The Risk Manager shall have the separate and independent duty and ability to report directly to the SDSTA Board of Directors and to general counsel for SDSTA.

G. Document Retention

1. SDSTA shall retain copies of all Contracts to which SDSTA is a party, Memoranda of Understanding, or other Agreements with Contractors and Project Participants, insurance certificates, and policies for a minimum of ten (10) years after final completion or final decommissioning.
2. Anything in this document to the contrary notwithstanding, SDSTA 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 SDSTA or a Project Participant) involving competitive bids, requests for proposals, or any other form of solicitation, 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 any Contractor or a Memorandum of Understanding or other agreement with a Project Participant, regardless of whether a competitive bid, request for proposal, or other form of solicitation was utilized in connection therewith, 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. SDSTA acknowledges that the Site Access Agreement (Version 1) used by the management and operating contractor for Fermi National Accelerator Laboratory for DUNE collaborators complies with these Risk Transfer Protocols.

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, such as changes to limits of coverage, require the review and approval of SDSTA's general counsel, DOE, and the Board of Directors, and must thereafter be submitted to Homestake. Major changes do not take effect until the later of approval by DOE or submission to Homestake. No changes shall have retroactive application.

II. REQUIRED CONTRACTUAL PROVISIONS

A. Required Clauses

Except as otherwise provided below, a standard indemnification clause will be included in all contracts, Memoranda of Understanding, or other agreements between SDSTA and Contractors, and between Project Participants and their Contractors of any tier. A provision requiring natural persons entering the Underground Property to execute an 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 SDSTA and Contractors or Project Participants,

between Project Participants and their Contractors, and between general Contractors and their subcontractors and consultants of any tier when the Underground Property is entered or the work or activities directly relate to the Underground Property.

1. **Indemnification.** This provision requires a Contractor to assume liability for, defend, and indemnify the Homestake Indemnified Parties, SDSTA and the State of South Dakota, and SDSTA's and the State of South Dakota's elected officials, appointed officials, employees and agents from and against losses arising from the Contractor's negligence or intentional acts and the negligence or intentional acts of the Contractor's officers, directors, employees, agents, subcontractors of any tier, or consultants. This requirement does not apply to Contractors of Authorized Entrants or to Contractors in the "Low Risk" category. The standard form of indemnification clause is shown in Appendix B.
2. **Acknowledgment of Risk.** Under this provision, Contractors and Project Participants and their Representatives 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 is shown in Appendix C. This requirement does not apply to Authorized Entrants.
3. **Release, Agreement Not to Sue and Waiver (the "Release").** Under this provision, Contractors and Project Participants and their Representatives 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, SDSTA, the State of South Dakota, and SDSTA's and the State of South Dakota's elected officials, appointed officials, employees, and agents from and for any claims, actions, or proceedings of any kind related to or arising out of damage to their health, bodily injury, death and/or damage to their property in any way associated with entry, presence in, or activities upon, in, or around SURF. The required form of Release, Agreement Not to Sue and Waiver is shown in Appendix D. This Requirements does not apply to Authorized Entrants.

B. Natural Persons Entering the Underground Property

Anything elsewhere in these Protocols to the contrary notwithstanding, except for Authorized Entrants, 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 Authorized Entrants, this requirement applies to all elected officials, officers, agents, and employees of SDSTA, the State of South Dakota, the United States, and all other governmental entities.

C. Waivers

The requirement for execution of the standard indemnification clause may be waived by SDSTA's Executive Director, in consultation with SDSTA'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 SDSTA'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 and 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 Participants, based on the nature and extent of their activities on SDSTA property. The categories are "Negligible Risk," "Low Risk," "Intermediate Risk" and "Other Risk." The following subsections set out the criteria for classifying Contractors and Project Participants 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 SDSTA, but also Contractors contracting with Project Participants for work at SURF.

B. Determination of Categories and Required Coverages – Ratings for Commercial Insurers.

The Risk Manager shall assign categories of risk and determine types and levels of coverage based upon the following criteria.

The Risk Manager, after evaluating the risks presented by the proposed Project Participant activity or Contract, may decrease the limits otherwise required by these Protocols and may waive coverages otherwise required if the Risk Manager determines reduced limits and/or a waiver of certain coverages will adequately address the risks presented.

Commercial insurance coverage must be provided by an insurer with an A.M. Best rating of A, VII or greater.

C. Categories of Risk

1. Category One ("Negligible Risk"). Contractors and Project Participants whose activities are conducted on the Surface Property only and 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) Meal delivery;
 - d) Office equipment repair and maintenance; and
 - e) Project Participant who arrives to select location to collect a sample.
2. Category Two ("Low Risk"). Contractors and Project Participants that:
 - a). Will be conducting construction activities on the Surface Property only, and will not be using heavy construction equipment except in connection with a contract of \$50,000.00 or less; or
 - b). Will have fewer than ten (10) employees or natural persons who are Representatives of a Project Participant present at SURF (Surface Property or Underground Property) at any one time; and
 - c). Will not be using or storing explosives, suffocative, caustic or otherwise dangerous materials.

Examples of "low risk" Contractors or Project Participants are:

- I. Contractor working on water treatment plant modifications;
- II. Project Participant that has graduate students assisting in biological surveys in the Underground Property; and
- III. Consultants not participating in design or quality control inspection.

3. Category Three ("Intermediate Risk"). All Contractors and Project Participants doing work or with a presence on the Surface Property not included in categories One, Two, or Four, and all Contractors and Project Participants doing work in or with a presence in the Underground Property not included in category Two or category Four. Examples of Contractor or Project Participant activities that may be appropriate for this category include the following:
 - a) Structural work on the Surface Property, including the use of heavy construction equipment in connection with a contract of more than \$50,000.00, excavation, or blasting.
 - b) Infrastructure work on the Surface Property.
 - c) Transportation on the Surface Property.
 - d) Presence at SURF (Surface Property or Underground Property) at any one time of 10 - 19 Contractor employees or of 10-19 natural persons who are Representatives of a Project Participant.
 - e) Work in buildings occupied by 20 - 49 persons or adjoining a building occupied by 20 - 49 persons.
 - f) Use of storage of suffocative or other hazardous materials on the Surface Property.
4. Category Four ("Other Risk"). Contractors and Project Participants doing work or with a presence on the Surface Property or in the Underground Property meeting one or more of the following criteria:
 - a) Contractors or Project Participants conducting particularly hazardous activities, such as excavation, blasting, or the presence, use, or handling of suffocative, caustic, or other hazardous materials in the Underground Property.
 - b) Use of heavy equipment in the Underground Property.
 - c) Underground Property infrastructure work.
 - d) Underground Property transportation or movement of equipment or personnel, 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 at SURF (Surface Property and/or Underground Property) of twenty or more employees of a Contractor or its subcontractors and consultants, or of twenty or more natural person Representatives of a Project Participant.
- g) Contracts or Projects with a value of \$5 million or more.
- h) Installation or manipulation of high-voltage infrastructure and related equipment.

D. Standard Insurance Requirements

1. See Appendix E for detailed standard insurance requirements for each category of risk.

E. Ancillary Coverages – Workers Compensation Coverage

1. Illustration 1 describes when supplemental insurance coverages should be required; 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 Participant 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 whether to modify the standard insurance requirements.

Illustration 1
Ancillary Coverage Requirements by Contract Activity Involved

| Contract Activity Involved | Professional Liability | Contractor's Pollution Liability | Builders Risk | Aviation/Drone Liability | Cargo Insurance | Installation Floater | Automobile Liability |
|---|------------------------|--|--|--------------------------|-----------------|----------------------|----------------------|
| Construction or Remodeling Projects - Construction or remodeling projects over \$50,000 | | X (including contracts for grading or paving) | X (excluding contracts for grading or paving) | | | | |

| | | | | | | | |
|---|--|---|--|--|--|---|--|
| Hazardous or Waste Materials - 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 | | | | | |
| Installation of Equipment | | X ((when the installation or testing of the equipment involves the use of involves the use of asphyxiants (including otherwise benign gases or vapors which displace | | | | X | |

Risk Transfer Protocols for SDSTA's
Contractors and Project Participants

| | | | | | | | |
|---|---|---|--|--|-----------------------|---|--|
| | | breathable air) or hazardous or other materials excluded from coverage under a commercial general liability policy) | | | | | |
| Professional Services - Services from an accountant, architect, attorney, claims administration firm, consultant (including design consultants), engineer, financial advisor, medical professional, or other person who maintains a professional license. | X | | | | | | |
| Supply - FOB Destinations - Supplying of all goods and equipment | | | | | X (as appropriate) | X | |

| | | | | | | | |
|--|--|--|--|---|--|------------------|---|
| where contractor is responsible for the goods/ equipment to the point of delivery (FOB destination). | | | | | | (as appropriate) | |
| Use of Aircraft /Helicopters | | | | X | | | |
| Use of automobiles, but excluding natural persons operating personal leased, hired, or owned automobiles | | | | | | | X |
| Use of drones | | | | X | | | |

2. Based upon Illustration 1 above, the following supplemental coverages shall be required.

a. Aviation/**Drone** Liability Insurance

- i. Aviation liability insurance coverage shall provide limits of not less than \$5,000,000 per occurrence for airplanes/helicopters with seven (7) seats or less; \$10,000,000.00 per occurrence for aircraft/helicopters with eight (8) to twelve (12) seats; and \$25,000,000.00 for aircraft/helicopters of greater than twelve (12) seats, for aircraft/helicopters utilized for material or equipment delivery to SURF, and for aircraft/helicopters utilized for firefighter or material application (such as dust control). Coverage for material application shall include coverage for overspray and chemical drift.
- ii. **Drone liability coverage shall provide limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.**

- iii. The policy shall be endorsed to include SDSTA and its directors, officers, employees, and agents as additional insureds, and a waiver of subrogation in favor of SDSTA and its directors, officers, employees, and agents.

b. Builders Risk Insurance

- i. All Risk Builders Risk insurance shall include Special Form coverage or its equivalent, at replacement cost for materials, supplies, equipment, machinery and fixtures that are, or will become, part of SDSTA-owned property, and shall include the cost of labor to repair or replace the damaged or destroyed materials, equipment, machinery, and fixtures. Such insurance shall:

- (a) Remain in effect until completion of the work and acceptance by SDSTA; and

- (b) 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

- i. Cargo insurance coverage shall cover the value of the goods or equipment to be delivered until the goods or equipment is accepted by the owner.

d. Installation Floater

- i. Installation floater coverage shall cover the value of the equipment to be installed. Such insurance shall include:

- (a) The owner as insured; and

- (b) Coverage for testing, water damage, mechanical breakdown, and electrical injury.

e. Pollution Liability Insurance

- i. Contractor's pollution liability or substantially similar commercial insurance coverage shall provide a limit for bodily injury, property damage, cleanup, and

defense costs with limits not less than \$10,000,000.00 per claim and \$10,000,000.00 annual aggregate. The Risk Manager will consider the coverage afforded by other policies, including exclusions in other forms of coverage, when determining whether to require pollution liability insurance coverage for equipment installation. The Risk Manager may require lower limits of liability for work which the Risk Manager concludes will result in risks not requiring these higher limits. The requirements of this subsection may be met by way of an appropriate project-specific commercial pollution liability policy.

- ii. The policy shall be endorsed to include SDSTA and its directors, officers, employees, and agents; the State of South Dakota and its elected officials, appointed officials, employees, and agents; the Homestake Indemnified Parties; the United States Department of Energy; and any other parties as required by the applicable contract as additional named insureds.

f. Professional Liability Insurance

Professional liability insurance coverage shall provide limits not less than \$1,000,000 per claim and \$2,000,000 annual aggregate or as otherwise provided in Appendix E. Limits of \$5,000,000.00 per claim and \$10,000,000.00 aggregate shall apply to contracts involving design work for excavation and other work involving a risk of subsidence or collapse in the Underground Property. The aggregate limit of liability shall apply separately to SDSTA. Professional liability insurance shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participants.

g. Automobile coverage

Proof of automobile liability coverage is not required of natural persons operating their personal hired, leased, or owned automobiles. However, all natural persons and entities, including Contractors, Project Participants, their officers, directors, agents, employees, and representatives are reminded South Dakota law requires persons operating motor vehicles in South Dakota to establish proof of financial responsibility, including through automobile liability insurance. See SDCL Ch. 32-35.

- 3. a. Contractors and US-based Project Participants must prior to the affected person coming onsite at SURF provide SDSTA with evidence of workers compensation coverage

complying with the requirements of SDCL 62-5-1 through 62-5-5. Contractors and US-based Project Participants may not elect to operate outside SDCL Title 62. (See SDCL 62-5-7). In lieu of the foregoing, a Contractor or US-based Project Participant may provide evidence of compliance with the same or similar requirements of another state or territory of the United States and evidence of coverage for employees working at SURF.

b. Project Participants who are not US-based but whose home countries require or provide for workers compensation coverage which by law may provide coverage for employees working at SURF must provide evidence to SDSTA of such coverage before working on site at SURF

c. Project Participants who are not US-based and whose home countries do not require or provide for workers compensation coverage which by law could apply to employees working at SURF must prior to coming onsite at SURF provide SDSTA evidence of medical insurance coverage.

F. Insurance Requirements for Contracts with Certain Funding Agencies – Large “Other Risk” Projects

1. The insurance requirements for contracts, including grant agreements, entered into between SDSTA and the United States government and its contractors and subcontractors to provide funding for the general operations and maintenance of SURF shall be negotiated by the Executive Director, in consultation with the Chairperson of the Board, SDSTA's legal counsel, and the Risk Management Consultant, taking into account the insurance requirement provisions of the PDA and these Protocols, the risk to SDSTA and the State of South Dakota, and the overall best interests of the overall mission of SDSTA.
2. For “Other Risk” projects with 50 or more persons underground at any one time or with a project cost of \$50,000,000.00 or more the Contractor or Project Participant, as applicable, must provide an owner-controlled insurance program or other, similar “wrap up” insurance program with broad form liability coverage with limits of liability of not less than \$25,000,000.00 per occurrence and \$25,000,000.00 aggregate; without limiting the generality of the foregoing, the program may not include an exclusion for underground subsidence or underground water impoundment. The program need not include coverage for damage to DOE-owned property. Workers compensation coverage may be provided through the program or as provided in Article III, Subsection E.4 of these protocols.

The requirement for a "wrap-up" insurance program may be waived if the Project Participant can demonstrate such coverage is not available in the commercial insurance market or is not available at a cost comparable to similar insurance for another commercial or civil project with a similar risk profile; in the event of such a waiver, the "Other Risk" insurance requirements of these Protocols shall remain in effect. In addition to such owner-controlled or other "wrap up" insurance program, SDSTA shall control the purchase of its own general liability and pollution coverage as required by the PDA, the cost of which shall be paid by the Project Participant or other external funding source so long as the cost is reasonable.

3. Anything elsewhere in these Protocols to the contrary notwithstanding, property insurance coverage shall not be required for DOE-owned property.

G. SDSTA as a Contractor

1. In a case where SDSTA serves in the capacity of contractor for any service or project, it will provide appropriate additional insured liability insurance coverage for the service or project subject to the exclusions, sub-limits, and other terms of the applicable insurance policy or other coverage document. The Homestake Indemnified Parties shall be named as an insured or additional insured on any such coverage.
2. Such insurance coverage will be provided through SDSTA's captive primary or excess liability tower, or separate commercial policy.

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

A. Overview

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

B. Waiver of Insurance Requirements.

1. There may be situations where it is necessary or appropriate to modify (but not make more restrictive than provided herein) or 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 will be waived;
 - b) Requiring insurance is inconsistent with industry practice. For example, certain service providers may be unwilling to agree to standard insurance requirements, and it may not be able to procure the service from another provider willing to procure the otherwise required insurance coverage. In these situations, SDSTA will do its best to negotiate the most favorable terms possible to adequately protect SDSTA; and
 - c) The Contractor provides a highly-specialized service such that:
 - (1) The Contractor has substantial leverage in the negotiation process; and
 - (2) SDSTA has no reasonable alternative markets for the services required.
2. In these circumstances and where otherwise appropriate, SDSTA in consultation with the Risk Management Consultant (except with respect to the Negligible Risk and Low Risk categories, in which case no consultation is required), 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 SDSTA personnel and/or the provision of qualified SDSTA personnel to accompany the Contractor or Project Participants or their Representatives as necessary and appropriate.
3. The Risk Manager, in consultation with the Risk Management Consultant, will consider requests from Contractors and Project Participants to reduce the limits of liability or types of coverage required based on the cost of such insurance to the Contractor or Project Participant if reasonably necessary to enable the Contractor or Project Participant to compete for or participate in work at SURF. Such consideration shall include an evaluation of the risks associated with the specific work to be undertaken and of the consequences to other Contractors, Project Participants, SDSTA, the Homestake Indemnified Parties or others of an uninsured or underinsured loss.

C. Acceptance of Extraordinary Retentions

In some circumstances, SDSTA, after consultation with the Risk Management Consultant, will accept extraordinary retentions in lieu of traditional commercial insurance. For the purposes of these protocols, the term "extraordinary retention" means retention or deductibles of \$100,000.00. When evaluating proposals to transfer risk in that fashion, the Risk Manager, in consultation with the Risk Management Consultant, shall consider whether the Contractor is

publicly-traded or the financial strength of Contractors which are not publicly-traded. The Risk Manager may require proof the Contractor has sufficient means to pay claims within the proposed retention amount, including a certification or letter to that effect from a CPA or other consultant

D. Acceptance of Contractor or Project Participant "Self-Insurance"

Some Contractors or Project Participants may offer coverage through a captive insurance company, "self-insurance," or some combination of the foregoing, sometimes coupled with reinsurance or excess insurance. When evaluating the acceptability of such offers, the Risk Manager, in consultation with the Risk Management Consultant, shall consider the following:

1. The ability of the offered coverage 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. A letter from a CPA or actuary may be required providing the CPA's or actuary's conclusion, after utilizing appropriate accounting or actuarial guidelines, that the offered coverage vehicle has sufficient means to provide the required limits.
3. Evidence that the alternative arrangement has an adequate claims management system in place to provide proper handling of claims should they arise.

E. Insurance or Self-Insurance Purchased or Provided by Project Participant Collaborations

In many instances, there will not be a single Project Participant. 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, through its Project Participants, to provide commercial insurance, "self-insurance," or some combination of the foregoing sufficient to satisfy the requirements of these Protocols. Except for Projects in the "Other Risk" category with more than 50 persons underground at any one time and with a cost of \$50,000,000 or more, the Risk Manager, in consultation with the Risk Management Consultant, may accept evidence of commercial insurance, self-insurance, of some combination of the foregoing that, taken together, result in limits of liability consistent with those required by these Protocols. Any coverage purchased or otherwise provided by SDSTA for Project Participants is in addition to, and not a substitute for, the coverage required of Project Participants by these Protocols.

V. EVIDENCE OF CONTRACTOR OR PROJECT PARTICIPANT COMPLIANCE

A. Certificates of Insurance or Similar Evidence of Coverage

Each Contractor and Project Participant is required to provide SDSTA with evidence of compliance with SDSTA's insurance requirements prior to commencement of work. The evidence of compliance will consist of a certificate of insurance or similar document issued by the Contractor's insurer or broker, or a similar document issued by a risk pool or "self-insurance" fund. Unless similar assurances of limits, nature and extent of coverage, and exclusions may be obtained from another authoritative source, to the fullest extent possible without violating confidentiality obligations, copies of policies and/or other coverage documents shall be provided upon request.

B. Review

The insurance demonstrated on the evidence of coverage document (which may include a certificate of insurance) will be compared to the contract requirements by the Risk Manager or the Risk Manager's designee. To assist SDSTA personnel reviewing the proof of coverage, the completed contract review checklist may be used in lieu of the actual contract. The Risk Manager or designee will review the evidence of insurance to verify:

1. The Contractor or Project Participant maintains the type of coverage and limits required in the contract, memorandum of understanding, or similar document;
2. The Contractor's or Project Participant's insurers maintain financial ratings acceptable to SDSTA and the Risk Management Consultant;
3. The Contractor's or Project Participant's policies are current;
4. The required "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; and
6. Other insurance requirement provisions are compiled with, and the evidence of coverage otherwise contains complete and accurate information.

C. Samples

Sample certificates of insurance are provided in the following appendices.

1. Appendix F – Evidence of insurance required by contracts under Category 2.
2. Appendix G – Evidence of insurance required by contracts under Category 3.

Appendix J includes a certificate of insurance review checklist. SDSTA may use the checklist to assist in and document the review of the evidence of coverage provided. 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 evidence of coverage does not appear to provide reliable evidence of compliance with SDSTA requirements. Common examples of those deficiencies and how SDSTA responds to them are listed below.

1. The Contractor or Project Participant 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, SDSTA asks for evidence of coverage 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 be missing or inaccurately displayed on the evidence of coverage. The name must be re-confirmed with the agent/broker. If the evidence of coverage does not accurately reflect the name(s) of the coverage provider, the Risk Manager shall be notified and the evidence rejected.
4. Contractor or Project Participant evidences of coverage have effective dates later than the contract or memorandum of understanding effective date. The Contractor or Project Participant must provide documentation evidencing coverage effective prior to or coincidental with the contract's effective date or the project's initiation date.

5. Contractor or Project Participant coverages expire prior to contract expiration or project completion SDSTA will schedule follow-up contact with the Contractor, Project Participant, or its or their broker or other representative at the time the evidence of coverage is scheduled to be renewed. The date scheduled for follow-up will be no less than two (2) weeks prior to expiration of the coverage. SDSTA will request that updated proof be issued evidencing coverage with a coverage period of an additional twelve (12) months. The failure to maintain continuous coverage will result in a stop work order from SDSTA.
6. The evidence provided does not match SDSTA requirements. The Contractor or Project Participant must supply evidence of the coverage required. Some Contractors or Project Participants may have more than one coverage provider. If the evidence of coverage being reviewed does not include all required coverages, it is possible the Contractor or Project Participant needs to request the other coverage providers to issue documentation evidencing the missing insurance.
7. Coverage limits do not match SDSTA requirements. Be sure excess liability limits are considered. These limits are often listed separately on the evidence of coverage, and are not included in the commercial general liability coverage limits. If necessary, the Contractor or Project Participant must submit revised evidence of coverage evidencing the required limits.
8. The evidence of coverage does not include evidence of the existence of an additional insured endorsement naming the appropriate parties as additional insureds. The evidence provided may fail to identify one or all of the appropriate parties as additional insured. If the Contractor or Project Participant is unwilling to provide evidence of this endorsement with appropriate language, notify the Risk Manager and reject the certificate(s).
9. The evidence of coverage discloses a retention and/or deductible in excess of the amount permitted under these Protocols. SDSTA is relying on the evidence of coverage issuer to report retentions on the evidence documentation.
10. Cancellation notice is less than 10 days for nonpayment and 30 days for other causes or is unspecified. New evidence indicating the proper notice of cancellation of provision will be requested.

11. The evidence is not authenticated in some appropriate fashion. The Contractor or Project Participant must provide authenticated evidence of coverage prior to commencement of work.

Appendix A

Property Donation Agreement (Excerpts)

1.1(hhh-1) "Risk Manager" means a qualified Person employed by the Authority for the purpose of managing the risk of the Authority.

(b). Section 6.10 - Covenants in Leases and Agreements – is amended to read as follows:

6.10(a) Prior to authorizing any Person, including any Representative of the State or the Authority, to enter the Underground Property, the Authority shall prepare a written agreement, in a form consistent with best industry practices for the underground mining industry and that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Person has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Person has developed an informed understanding of the risks associated with going underground, and (iii) an agreement that the Person will and does release, discharge and agree not to sue any Homestake Indemnified Party from or as a result of any damage or injury to such Person or its property. The Authority covenants that, as a condition of entering the Underground Property, each Person requesting to enter the Underground Property will be required to execute such written agreement, provided, that an Authorized Entrant will not be required to execute such written 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.

(c) The Authority shall retain all written agreements executed pursuant to paragraphs (a) and (b) of this Section and shall not destroy them with respect to any Person until seven years after the last occupancy of the Assets by that Person.

(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 the Board of Directors. 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 or pool 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 or pool is acceptable in combination with or in lieu of commercial insurance 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

Standard Indemnification Clause

To the fullest extent permitted by law, [Contractor][Consultant] (the "Indemnifying Party") agrees to hold harmless and indemnify the Homestake Indemnified Parties, the SDSTA, the State of South Dakota, and the elected officials, directors, officers, employees, agents and representatives of SDSTA and the State of South Dakota (individually, an "Indemnified Party" and collectively, the "Indemnified Parties")

from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the negligence, intentional acts, misconduct, error or omission of the Indemnifying Party and of any officer, agent, subcontractor of any tier, consultant or employee of the Indemnifying Party but only to the extent of the Indemnifying Party's negligence, misconduct, error or omission or the negligence, misconduct, error or omission of the of an officer, agent, subcontractor of any tier, consultant, or employee of the Indemnifying Party. This section does not require the Indemnifying Party to indemnify an Indemnified Party from claims or liability to the extent the claim or liability arises out of the acts or omissions of the Indemnified Party.

In the event of a claim against an Indemnified Party by an employee of the Indemnifying Party or any sub-tier contractor or consultant, anyone directly or indirectly employed by the Indemnifying Party, any sub-tier contractor or consultant of the Indemnifying Party, or anyone for whose acts the Indemnifying Party may be liable, the obligation to indemnify set forth in this indemnification clause shall not be subject to any limitation on amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party or any sub-tier contractor or consultant under workers compensation acts, disability benefit acts, or other employee benefit acts.

As used in this indemnification clause, the term "Homestake Indemnified Parties" means Barrick Gold Corporation ("Barrick"); Homestake Mining Company of California ("Homestake"); the affiliates of Barrick or Homestake, and the invitees, licensees, contractors, directors, officers, employees, agents, and any other person that Barrick or Homestake invites upon or authorizes to enter SURF.

Appendix C
Acknowledgment of Risk

Name: _____

Affiliation: _____

Date: _____

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

ACKNOWLEDGEMENT OF RISK

Must be signed before going underground.

Persons under the age of 18 are not permitted underground.

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 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 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

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

ACKNOWLEDGEMENT OF RISK

trapped, being crushed to death, and numerous other serious apparent and unapparent risks to my health, life and safety, and risk of damage to my property.

(Initial) ____ 4. Without limiting the generality of paragraph number 1 above, I am further aware that access to and presence in the Authority's Underground Property will require me to be in close proximity to others, such that compliance with the recommendations of public health agencies concerning physical distancing may not be possible. My access to and presence within the Authority's Underground Property may result in my exposure to biological contaminants, viruses, and other communicable diseases including but not limited to Covid-19. I am aware that accessing the Authority's Underground Property involves the potential for exposure to biological contaminants, including viruses, and other communicable diseases which may result in my untimely death, numerous other serious apparent or unapparent risks to my long-term health and well-being, life and safety, and could result in permanent debilitation, injury and death.

(Initial) ____ 5. I acknowledge that accessing the Authority's Surface Property or the Authority's Underground Property while under the influence of alcohol, cannabis (including medical cannabis), and other drugs is strictly prohibited. I further acknowledge that doing so may increase the possibility of injury or death.

(Initial) ____ 6. I acknowledge I have the time, knowledge, and experience to make an intelligent choice concerning whether to assume the risk associated with my entry, and activities upon or in the Authority's Surface Property, the Authority's Underground Property, or both.

(Initial) ____ 7. 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) ____ 8. 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) ____ 9. 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) ____ 10. 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) ____ 11. I have been provided and have read and signed (or will sign), a document entitled "RELEASE, AGREEMENT NOT TO SUE AND WAIVER."

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

ACKNOWLEDGEMENT OF RISK

(Initial) _____ 12. I acknowledge that I have provided valid personal identification to Authority Personnel.

I HAVE READ THIS ACKNOWLEDGEMENT OF RISK, CONSISTING OF THREE PAGES AND TWELVE 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.

ANY CHANGE TO THE PRE-PRINTED TERMS OF THIS DOCUMENT IS VOID AND UNENFORCEABLE.

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:

ONLY SDSTA PERSONNEL MAY ACT AS WITNESSES

Witnessed by: _____
[Print Name]

Witnessed by: _____
[Signature]

Logged by: _____
[Print Name]

Appendix D

Release, Agreement Not to Sue and Waiver

Name: _____

Affiliation: _____

Date: _____

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

**Must be signed before going underground.
Persons under the age of 18 are not permitted underground.**

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 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 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 bodily 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, bodily injury, death and/or damage to my property in any 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, whether arising in tort, contract, or otherwise. 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

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

RELEASE, AGREEMENT NOT TO SUE AND WAIVER

(Initial) _____ (c). The 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 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 Research Facility; and

(Initial) _____ (f). The Sanford Underground Research Facility Foundation ("SURFF"), its officers, directors, organizers, managers, employees, agents, consultants and representatives, and any visitor, contractor, consultant, or any other person (natural or otherwise) that SURFF directs to, invites, or permits upon, or authorizes to use the Authority's Surface Property or the Authority's Underground Property, leasehold interest or licenses, and their agents, representatives, consultants, lessees, licensees, and invitees.

(Initial) _____ 3. I understand that this document does not act to release, discharge, or waive any rights I may have as against my employer 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 document 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, representatives, successors, and assigns (including, but not limited to, my spouse and other family).

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

RELEASE, AGREEMENT NOT TO SUE AND WAIVER

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

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.

ANY CHANGE TO THE PRE-PRINTED TERMS OF THIS DOCUMENT IS VOID AND UNENFORCEABLE.

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:

ONLY SDSTA PERSONNEL MAY ACT AS WITNESSES

Witnessed by: _____
[Print Name]

Witnessed by: _____
[Signature]

Logged by: _____
[Print Name]

Appendix E
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 Participant will procure and maintain the following insurance.

- i. Commercial general liability insurance with limits of liability not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, including products/completed operations and, if not covered by a separate automobile liability policy, hired and non-owned automobiles covering bodily injury, property damage, and personal injury and advertising injury.
- ii. Business automobile for leased and/or owned automobiles, liability insurance with limits not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
- iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits not less than \$1,000,000.00 per claim and annual aggregate. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same.
- iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of \$1,000,000.00 per accident, \$1,000,000.00 each employee by disease, and a policy limit of \$1,000,000.00 by disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Two ("Low Risk")

- i. Commercial General Liability and Automobile Liability Coverages:

- a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.
- b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees, and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant; products and completed operations of any Contractor or Project Participant; premises owned, leased, or used by any Contractor or Project Participant; and automobiles owned, leased, hired, or borrowed by any Contractor or Project Participant. The coverage shall contain no special limitations on the scope of protection afforded to SDSTA, its officers, directors, or employees. All additional insureds coverage must include ongoing and completed operations.
- b. Contractor's or Project Participant Participant's insurance coverage shall be primary insurance as respects SDSTA officers, agents, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, agents, and employees shall not contribute with Contractor's or Project Participant's insurance.
- c. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, its officers, agents, and employees.
- d. Coverage shall state the Contractor's or Project Participant Participant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of SDSTA and its officers, agents, and employees, the State of South Dakota and officers, agents, and

employees, ; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of each of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to authorize to use SURF; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees.

ii. Workers' Compensation and Employers' Liability

- a. Coverage shall contain a waiver of subrogation in favor of the SDSTA, its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees; and Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to authorize to use SURF.

iii. All Coverages

- a. Each insurance policy or other coverage document shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual.
- c. Evidence of Insurance - Prior to commencement of work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other evidence of compliance with the insurance requirements above. To the fullest extent possible, the Contractor or Project Participant must provide complete, certified copies of all required insurance policies or documentation of self-insurance if requested by the SDSTA.
- d. Acceptability of Insurers – Commercial Insurance shall be placed with reputable insurers acceptable to the SDSTA with an A.M. Best rating of A, VII or higher.

C. Pollution Liability

Contractor's pollution liability insurance is required for construction contracts of \$50,000.00 or more and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or the use of hazardous or other materials excluded from coverage under a commercial general liability policy. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant.

3. Category Three "Intermediate Risk"

A. Minimum Insurance - Prior to commencement of work, the Contractor or Project Participant will procure and maintain the following insurance:

- i. Commercial general liability insurance with limits of liability of not less than \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate, \$5,000,000.00 products/completed operations and, if not covered by a separate automobile liability policy, hired and non-owned automobiles covering bodily injury, property damage, and personal and advertising. These limits of liability may be achieved through a combination of commercial general liability insurance and a follow-form excess or umbrella policy.
- ii. In the case of leased or owned automobiles, business automobile liability insurance with limits not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
- iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits not less than \$3,000,000.00

per claim and annual aggregate. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same. Professional liability coverage shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participants.

- iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of \$1,000,000.00 per accident, \$1,000,000.00 each employee by disease, and a policy limit of \$1,000,000.00 by disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Three ("Intermediate Risk")

i. Commercial General Liability and Automobile Liability Coverages:

- a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.
- b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, and employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Contractor or Project Participant; products and completed operations of Contractor or Project Participant; premises, owned, leased, or used by Contractor or Project

Participant; and automobiles owned, leased, hired, or borrowed by Contractor or Project Participant. The coverage shall contain no special limitations on the scope of protection afforded to the SDSTA, and its officers, agents, and employees. All additional insureds coverage must include ongoing and completed operations.

- c. Contractors or Project Participant's insurance coverage shall be primary insurance as respects SDSTA officers, agents, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, agents, and employees shall not contribute with Contractors or Project Participant's insurance.
- d. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, and its officers, agents, and employees.
- e. Coverage shall state that Contractor or Project Participant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, directors, agents, and employees; the State of South Dakota and its officers, directors, agents and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees.

ii. Workers' Compensation and Employers' Liability

- a. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF.

iii. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual
- c. Evidence of Insurance - Prior to commencement of the work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other proof evidencing compliance with the insurance requirements above. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the SDSTA.
- d. Acceptability of Insurers - Insurance shall be placed with reputable insurers acceptable to the SDSTA with at least an A.M. Best rating of A – VII or higher.

C. Changes and Amendments to Requirements

- i. The Risk Manager, in consultation with the Risk Management Consultant, may modify (but not make more restrictive) any of the requirements for Category 3 above after taking into account whether the activity will be underground or on the surface, the duration, the nature and complexity of any activity taking place underground; and the SDSTA's potential exposure to loss resulting from the activity.

D. Subcontractors and Consultants

- i. 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 Participant. 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 Participant. When SDSTA is the contracting party (as "owner" or equivalent), SDSTA will determine the categories of risk and applicable insurance requirements for subcontractors and consultants, and require proof of the existence of such insurance as provided in these Protocols. When FRA or a Project Participant is the contracting party (as a subcontractor to DOE or "owner" or equivalent), SDSTA must approve the categories of risk and applicable insurance for the general contractor (as between FRA or the Project Participant and the contractor). The categories of risk and applicable insurance requirements for all subcontractors shall be determined by the general contractor (as between FRA or the Project Participant and the contractor), taking into account the work to be done by the general contractor and the interrelationship of that of that work with other work to be undertaken by the subcontractor; provided, however, that in no event may the limits required of a subcontractor doing work on the Surface Property only be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, nor may the limits required of a subcontractor doing any work in the Underground Property be less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. The general contractor (as between FRA or Project Participant and the contractor) shall certify to SDSTA that it has required appropriate limits of liability of its subcontractors utilizing the criteria set out in this subparagraph and that the subcontractors have such insurance in place.

E. Pollution Liability

Contractor's pollution liability insurance is required for construction contracts of \$50,000.00.00 or more and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or the use of hazardous or other materials excluded from coverage under a commercial general liability policy. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant.

4. Category Four ("Other Risk")

A. Minimum Insurance - Prior to commencement of work, the Contractor, or Project Participant will procure and maintain the following minimum types and levels of insurance:

- i. Commercial general liability insurance with limits of liability of not less than \$10,000,000.00 per occurrence, \$10,000,000.00 general aggregate, \$5,000,000.00 products completed/operations and (if not covered by a separate automobile liability policy) hired and non-owned automobiles covering bodily injury, property damage, and personal and advertising injury. These limits may be satisfied with a combination of an underlying commercial general liability policy and an appropriate umbrella or excess policy.
- ii. In the case of leased or owned automobiles, business automobile liability insurance with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage OR greater per accident, as determined by the Risk Manager in collaboration with Independent Risk Consultant. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
- iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits of \$3,000,000.00 per claim and \$3,000,000.00 annual aggregate or \$5,000,000.00 per claim and \$10,000,000.00 aggregate for contracts involving design work for excavation and other work involving a risk of subsidence or collapse in the Underground Property. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same. Professional liability coverage shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participant.
- iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of \$1,000,000.00 per accident, \$1,000,000.00 each employee by disease, and a policy limit of \$1,000,000.00 by

disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Four ("Other Risk")

i. Commercial General Liability and Automobile Liability Coverages.

- a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.
- b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, its officers, agents, and employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc. and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees, and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Contractor or Project Participant ; products and completed operations of Contractor or Project Participant ; premises, owned, leased, or used by Contractor or Project Participant ; and automobiles owned, leased, hired, or borrowed by Contractor or Project Participant . The coverage shall contain no special limitations on the scope of protection afforded to the SDSTA, its officers, directors, or employees. All additional insureds coverage must include ongoing and completed operations.
- c. Contractors or Project Participant 's insurance coverage shall be primary insurance as respects SDSTA and its officers, directors, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, directors, and employees shall not contribute with Contractors or Project Participant 's insurance.

- d. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, its officers, directors, and employees.
- e. Coverage shall state that Contractor or Project Participant 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, directors, and employees; Fermi Research Alliance, LLC, its officers, directors, and employees; the United States Department of Energy and officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto, allows or authorizes to use SURF..
- g. Include a provision or endorsement that the insurer will not raise any coverage defense based on the statutory immunity of the State of South Dakota, the SDSTA, or the Homestake Indemnified Parties.

ii. Workers' Compensation and Employers' Liability

- a. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, directors, and employees; Fermi Research Alliance, LLC, its officers, directors, and employees; the United States Department of Energy and officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF.

iii. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual.
- c. Evidence of Insurance - Prior to commencement of the work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other proof evidencing compliance with the insurance requirements above. To the fullest extent possible consistent with applicable privacy obligations, the Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the SDSTA.
- d. Acceptability of Insurers - Insurance shall be placed with reputable insurers acceptable to the SDSTA with at least an A.M. Best rating of A, VII or higher.

C. Changes or Amendments to Requirements

- i. The Risk Manager may modify (but not make more restrictive) any of the requirements in the sections above after taking into account whether the activity will be underground or on the surface, the duration, the nature and complexity of any activity taking place underground; and the SDSTA's potential exposure to loss resulting from the activity.

D. Subcontractors and Consultants

- i. 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 Participant. 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 Participant. When SDSTA is the contracting party (as "owner" or equivalent), SDSTA will determine the categories of risk and applicable insurance requirements for subcontractors and consultants, and require proof of the existence of such insurance as provided in these Protocols. When FRA or a Project Participant is the contracting party (as a subcontractor to DOE or "owner" or equivalent), SDSTA must approve the categories of risk and applicable insurance for the general contractor (as between FRA or the Project Participant and the contractor). The categories of risk

and applicable insurance requirements for all subcontractors shall be determined by the general contractor (as between FRA or the Project Participant and the contractor), taking into account the work to be done by the general contractor and the interrelationship of that of that work with other work to be undertaken by the subcontractor; provided, however, that in no event may the limits required of a subcontractor doing work on the Surface Property only be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, nor may the limits required of a subcontractor doing any work in the Underground Property be less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate . The general contractor (as between FRA or Project Participant and the contractor) shall certify to SDSTA that it has required appropriate limits of liability of its subcontractors utilizing the criteria set out in this subparagraph and that the subcontractors have such insurance in place.

E. Pollution Liability

Contractor's pollution liability coverage is required for construction contracts of \$50,000.00 or more and for and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or hazardous or other materials excluded from coverage under a commercial general liability policy. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc. and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant.

F. Large "Other Risk" projects.

Coverage for large "Other Risk" projects shall be provided as set out in Article III, Subsection F.2 of these Protocols.

Exhibit F

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 have ADDITIONAL INSURED provisions or 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 Company | |
| | INSURER B: 123 Insurance Company | |
| INSURED Contract Party | 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 123456789X | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 SIR/Deductible \$ 50,000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 123456789X | 8/1/2023 | 8/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | X | 123456789Y | 8/1/2023 | 8/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability (Errors & Omissions) | | | | | | Per Claim Annual Aggregate |

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

CERTIFICATE HOLDER

CANCELLATION

South Dakota Science and Technology
Authority
630 E. Summit Street
Lead, SD 57754

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

| | | |
|---------------|-----------|---------------------------------|
| AGENCY | | NAMED INSURED Contract Party |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: 8/1/2023 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 and its officers, agents, employees, and representatives; Fermi Research Alliance, LLC, and its officers, agents, employees, and representatives; University of Chicago and its officers, agents, and employees; University Research Association, LLC and its officers, agents, and employees; and the United States Department of Energy are included as Additional Insureds with respect to the General Liability and Auto Liability policies. General Liability Coverage is provided on a primary, non-contributory basis. A Waiver of Subrogation is granted in favor of the Certificate Holder and its officers, agents, employees, and representatives; the United States Department of Energy; and Barrick Gold Corporation, Homestake Mining Company of California, and each of its and their Affiliates and Representatives. See those and other applicable endorsements attached. A 30-day notice of cancellation provision is provided in favor of the Certificate Holder.

Exhibit G

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 have ADDITIONAL INSURED provisions or 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 Contract Party | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: ABC Insurance Company | |
| | INSURER B: 123 Insurance Company | |
| | INSURER C: XYZ Insurance Company | |
| | 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 123456789X | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR/Deductible \$ 50,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 987654321Y | 8/1/2023 | 8/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE, OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 678912345Z | 8/1/2023 | 8/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability (Errors & Omissions) | | | 123456789A | 8/1/2023 | 8/1/2024 | Per Claim 3,000,000 Annual Aggregate 3,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

South Dakota Science and Technology
Authority
630 E. Summit Street
Lead, SD 57754

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

| | | |
|--------------------------|-----------|---------------------------------|
| AGENCY | | NAMED INSURED Contract Party |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | |
| EFFECTIVE DATE: 8/1/2023 | | |

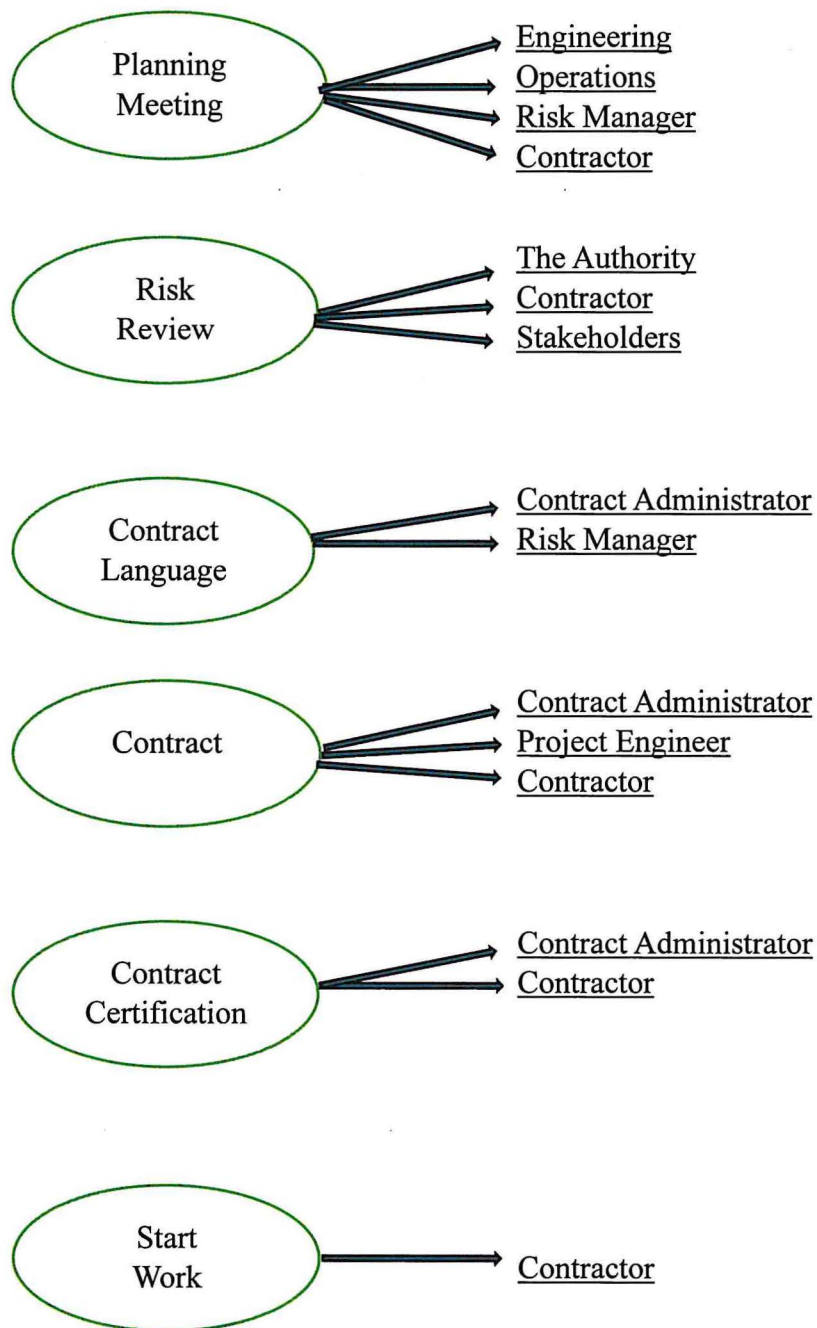
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 and its officers, agents, employees, and representatives; Fermi Research Alliance, LLC, and its officers, agents, employees, and representatives; University of Chicago and its officers, agents, and employees; University Research Association, LLC and its officers, agents, and employees; and the United States Department of Energy are included as Additional Insureds with respect to the General Liability and Auto Liability policies. General Liability Coverage is provided on a primary, non-contributory basis. A Waiver of Subrogation is granted in favor of the Certificate Holder and its officers, agents, employees, and representatives; the United States Department of Energy; and Barrick Gold Corporation, Homestake Mining Company of California, and each of its and their Affiliates and Representatives. See those and other applicable endorsements attached. A 30-day notice of cancellation provision is provided in favor of the Certificate Holder.

Appendix H
Risk Transfer Flow Diagram

Risk Transfer Work Flow Diagram



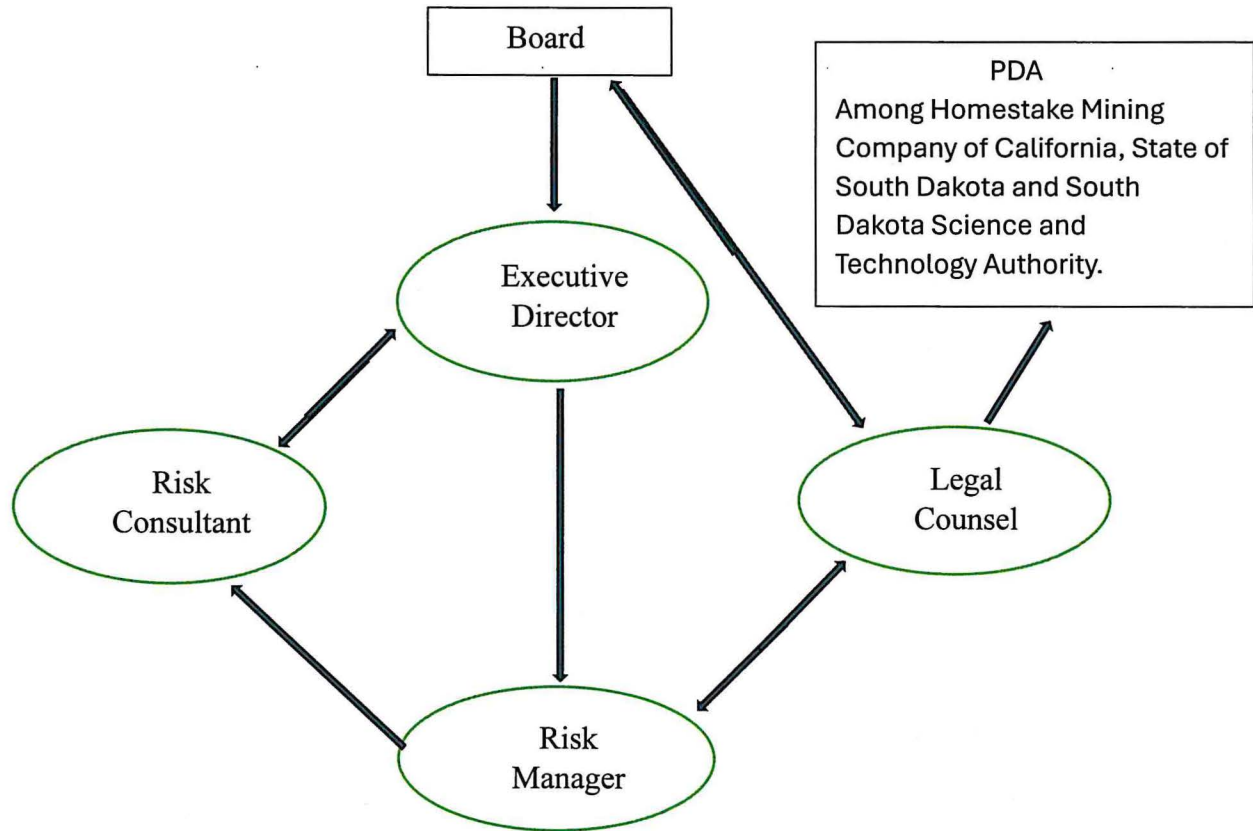
Contractor includes service providers, vendors, consultants, and Project Participants.

Flow Chart 1

Appendix I

Risk Management Diagram

Risk Management



Flow Chart 2

Appendix J

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 _____

| |
|--|
| Key: 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 _____

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

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 ¹ : | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

_____ 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.

¹ 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 Service Contract Act Wage Determination
No. 2015-5377, Revision 27**

| | | |
|--|--|--|
| "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.: 27 Date Of Last Revision: 12/23/2024 |
| Division of Wage Determinations | | |

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 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 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at 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, Oglala Lakota, Perkins, 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 | | 16.71*** |
| 01012 - Accounting Clerk II | | 18.75 |
| 01013 - Accounting Clerk III | | 20.97 |
| 01020 - Administrative Assistant | | 21.64 |
| 01035 - Court Reporter | | 19.46 |
| 01041 - Customer Service Representative I | | 14.98*** |
| 01042 - Customer Service Representative II | | 16.34*** |
| 01043 - Customer Service Representative III | | 18.34 |
| 01051 - Data Entry Operator I | | 14.19*** |
| 01052 - Data Entry Operator II | | 15.49*** |
| 01060 - Dispatcher, Motor Vehicle | | 16.66*** |
| 01070 - Document Preparation Clerk | | 15.49*** |
| 01090 - Duplicating Machine Operator | | 15.49*** |
| 01111 - General Clerk I | | 15.23*** |

| | |
|--|----------|
| 01112 - General Clerk II | 16.62*** |
| 01113 - General Clerk III | 18.65 |
| 01120 - Housing Referral Assistant | 21.68 |
| 01141 - Messenger Courier | 12.63*** |
| 01191 - Order Clerk I | 14.19*** |
| 01192 - Order Clerk II | 15.49*** |
| 01261 - Personnel Assistant (Employment) I | 17.53*** |
| 01262 - Personnel Assistant (Employment) II | 19.80 |
| 01263 - Personnel Assistant (Employment) III | 21.88 |
| 01270 - Production Control Clerk | 21.68 |
| 01290 - Rental Clerk | 15.48*** |
| 01300 - Scheduler, Maintenance | 17.40*** |
| 01311 - Secretary I | 17.40*** |
| 01312 - Secretary II | 19.46 |
| 01313 - Secretary III | 21.68 |
| 01320 - Service Order Dispatcher | 14.89*** |
| 01410 - Supply Technician | 21.64 |
| 01420 - Survey Worker | 16.90*** |
| 01460 - Switchboard Operator/Receptionist | 16.06*** |
| 01531 - Travel Clerk I | 14.41*** |
| 01532 - Travel Clerk II | 15.00*** |
| 01533 - Travel Clerk III | 17.50*** |
| 01611 - Word Processor I | 15.49*** |
| 01612 - Word Processor II | 17.40*** |
| 01613 - Word Processor III | 19.46 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 25.22 |
| 05010 - Automotive Electrician | 19.81 |
| 05040 - Automotive Glass Installer | 18.89 |
| 05070 - Automotive Worker | 18.89 |
| 05110 - Mobile Equipment Servicer | 16.80*** |
| 05130 - Motor Equipment Metal Mechanic | 20.76 |
| 05160 - Motor Equipment Metal Worker | 18.89 |
| 05190 - Motor Vehicle Mechanic | 20.76 |
| 05220 - Motor Vehicle Mechanic Helper | 15.56*** |
| 05250 - Motor Vehicle Upholstery Worker | 17.92 |
| 05280 - Motor Vehicle Wrecker | 18.89 |
| 05310 - Painter, Automotive | 19.81 |
| 05340 - Radiator Repair Specialist | 18.89 |
| 05370 - Tire Repairer | 16.02*** |
| 05400 - Transmission Repair Specialist | 20.76 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 15.07*** |
| 07041 - Cook I | 15.86*** |
| 07042 - Cook II | 18.22 |
| 07070 - Dishwasher | 12.48*** |
| 07130 - Food Service Worker | 13.45*** |
| 07210 - Meat Cutter | 16.54*** |
| 07260 - Waiter/Waitress | 13.25*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 25.42 |
| 09040 - Furniture Handler | 16.65*** |
| 09080 - Furniture Refinisher | 25.42 |
| 09090 - Furniture Refinisher Helper | 19.85 |
| 09110 - Furniture Repairer, Minor | 23.02 |
| 09130 - Upholsterer | 25.42 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 14.84*** |
| 11060 - Elevator Operator | 15.57*** |
| 11090 - Gardener | 18.73 |
| 11122 - Housekeeping Aide | 15.57*** |
| 11150 - Janitor | 15.57*** |
| 11210 - Laborer, Grounds Maintenance | 14.55*** |
| 11240 - Maid or Houseman | 13.63*** |
| 11260 - Pruner | 13.10*** |

| | |
|--|----------|
| 11270 - Tractor Operator | 17.35*** |
| 11330 - Trail Maintenance Worker | 14.55*** |
| 11360 - Window Cleaner | 17.30*** |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.45*** |
| 12011 - Breath Alcohol Technician | 21.36 |
| 12012 - Certified Occupational Therapist Assistant | 29.31 |
| 12015 - Certified Physical Therapist Assistant | 25.89 |
| 12020 - Dental Assistant | 21.88 |
| 12025 - Dental Hygienist | 38.50 |
| 12030 - EKG Technician | 32.37 |
| 12035 - Electroneurodiagnostic Technologist | 32.37 |
| 12040 - Emergency Medical Technician | 17.45*** |
| 12071 - Licensed Practical Nurse I | 19.10 |
| 12072 - Licensed Practical Nurse II | 21.36 |
| 12073 - Licensed Practical Nurse III | 23.82 |
| 12100 - Medical Assistant | 17.96 |
| 12130 - Medical Laboratory Technician | 27.18 |
| 12160 - Medical Record Clerk | 22.07 |
| 12190 - Medical Record Technician | 24.69 |
| 12195 - Medical Transcriptionist | 19.10 |
| 12210 - Nuclear Medicine Technologist | 46.94 |
| 12221 - Nursing Assistant I | 12.95*** |
| 12222 - Nursing Assistant II | 14.58*** |
| 12223 - Nursing Assistant III | 15.91*** |
| 12224 - Nursing Assistant IV | 17.85 |
| 12235 - Optical Dispenser | 17.50*** |
| 12236 - Optical Technician | 19.10 |
| 12250 - Pharmacy Technician | 19.37 |
| 12280 - Phlebotomist | 19.10 |
| 12305 - Radiologic Technologist | 32.09 |
| 12311 - Registered Nurse I | 26.48 |
| 12312 - Registered Nurse II | 32.38 |
| 12313 - Registered Nurse II, Specialist | 32.38 |
| 12314 - Registered Nurse III | 39.17 |
| 12315 - Registered Nurse III, Anesthetist | 39.17 |
| 12316 - Registered Nurse IV | 46.96 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 26.47 |
| 12320 - Substance Abuse Treatment Counselor | 23.77 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 15.40*** |
| 13012 - Exhibits Specialist II | 19.09 |
| 13013 - Exhibits Specialist III | 23.33 |
| 13041 - Illustrator I | 15.40*** |
| 13042 - Illustrator II | 19.09 |
| 13043 - Illustrator III | 23.33 |
| 13047 - Librarian | 21.13 |
| 13050 - Library Aide/Clerk | 12.25*** |
| 13054 - Library Information Technology Systems Administrator | 19.09 |
| 13058 - Library Technician | 14.09*** |
| 13061 - Media Specialist I | 14.15*** |
| 13062 - Media Specialist II | 15.82*** |
| 13063 - Media Specialist III | 17.64*** |
| 13071 - Photographer I | 13.97*** |
| 13072 - Photographer II | 15.63*** |
| 13073 - Photographer III | 19.36 |
| 13074 - Photographer IV | 23.69 |
| 13075 - Photographer V | 28.66 |
| 13090 - Technical Order Library Clerk | 15.82*** |
| 13110 - Video Teleconference Technician | 14.06*** |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 16.05*** |
| 14042 - Computer Operator II | 17.95 |
| 14043 - Computer Operator III | 20.50 |

| | |
|---|---------------|
| 14044 - Computer Operator IV | 22.24 |
| 14045 - Computer Operator V | 27.05 |
| 14071 - Computer Programmer I | (see 1) 21.33 |
| 14072 - Computer Programmer II | (see 1) 26.41 |
| 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 | 16.05*** |
| 14160 - Personal Computer Support Technician | 26.10 |
| 14170 - System Support Specialist | 28.90 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 32.83 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 39.72 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 47.61 |
| 15050 - Computer Based Training Specialist / Instructor | 32.83 |
| 15060 - Educational Technologist | 31.16 |
| 15070 - Flight Instructor (Pilot) | 47.61 |
| 15080 - Graphic Artist | 18.00 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 47.61 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 47.61 |
| 15088 - Non-Maintenance Test/Co-Pilot | 47.61 |
| 15090 - Technical Instructor | 21.45 |
| 15095 - Technical Instructor/Course Developer | 26.24 |
| 15110 - Test Proctor | 17.31*** |
| 15120 - Tutor | 17.31*** |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 12.37*** |
| 16030 - Counter Attendant | 12.37*** |
| 16040 - Dry Cleaner | 14.13*** |
| 16070 - Finisher, Flatwork, Machine | 12.37*** |
| 16090 - Presser, Hand | 12.37*** |
| 16110 - Presser, Machine, Drycleaning | 12.37*** |
| 16130 - Presser, Machine, Shirts | 12.37*** |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 12.37*** |
| 16190 - Sewing Machine Operator | 14.72*** |
| 16220 - Tailor | 15.30*** |
| 16250 - Washer, Machine | 12.96*** |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 26.26 |
| 19040 - Tool And Die Maker | 32.59 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 20.94 |
| 21030 - Material Coordinator | 24.28 |
| 21040 - Material Expediter | 24.28 |
| 21050 - Material Handling Laborer | 14.34*** |
| 21071 - Order Filler | 14.56*** |
| 21080 - Production Line Worker (Food Processing) | 20.94 |
| 21110 - Shipping Packer | 17.34*** |
| 21130 - Shipping/Receiving Clerk | 17.34*** |
| 21140 - Store Worker I | 13.89*** |
| 21150 - Stock Clerk | 18.93 |
| 21210 - Tools And Parts Attendant | 20.94 |
| 21410 - Warehouse Specialist | 20.94 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 29.46 |
| 23019 - Aircraft Logs and Records Technician | 23.02 |
| 23021 - Aircraft Mechanic I | 27.85 |
| 23022 - Aircraft Mechanic II | 29.46 |
| 23023 - Aircraft Mechanic III | 31.06 |
| 23040 - Aircraft Mechanic Helper | 19.85 |
| 23050 - Aircraft, Painter | 26.26 |
| 23060 - Aircraft Servicer | 23.02 |
| 23070 - Aircraft Survival Flight Equipment Technician | 26.26 |

| | |
|--|----------|
| 23080 - Aircraft Worker | 24.63 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 24.63 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 27.85 |
| 23110 - Appliance Mechanic | 26.26 |
| 23120 - Bicycle Repairer | 21.44 |
| 23125 - Cable Splicer | 41.29 |
| 23130 - Carpenter, Maintenance | 18.58 |
| 23140 - Carpet Layer | 24.63 |
| 23160 - Electrician, Maintenance | 26.94 |
| 23181 - Electronics Technician Maintenance I | 24.63 |
| 23182 - Electronics Technician Maintenance II | 26.26 |
| 23183 - Electronics Technician Maintenance III | 27.85 |
| 23260 - Fabric Worker | 23.02 |
| 23290 - Fire Alarm System Mechanic | 27.85 |
| 23310 - Fire Extinguisher Repairer | 21.44 |
| 23311 - Fuel Distribution System Mechanic | 37.49 |
| 23312 - Fuel Distribution System Operator | 29.28 |
| 23370 - General Maintenance Worker | 20.71 |
| 23380 - Ground Support Equipment Mechanic | 27.85 |
| 23381 - Ground Support Equipment Servicer | 23.02 |
| 23382 - Ground Support Equipment Worker | 24.63 |
| 23391 - Gunsmith I | 21.44 |
| 23392 - Gunsmith II | 24.63 |
| 23393 - Gunsmith III | 27.85 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 24.38 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 25.79 |
| 23430 - Heavy Equipment Mechanic | 30.57 |
| 23440 - Heavy Equipment Operator | 24.41 |
| 23460 - Instrument Mechanic | 27.85 |
| 23465 - Laboratory/Shelter Mechanic | 26.26 |
| 23470 - Laborer | 14.34*** |
| 23510 - Locksmith | 26.26 |
| 23530 - Machinery Maintenance Mechanic | 32.57 |
| 23550 - Machinist, Maintenance | 27.85 |
| 23580 - Maintenance Trades Helper | 19.85 |
| 23591 - Metrology Technician I | 27.85 |
| 23592 - Metrology Technician II | 29.46 |
| 23593 - Metrology Technician III | 31.06 |
| 23640 - Millwright | 27.85 |
| 23710 - Office Appliance Repairer | 26.26 |
| 23760 - Painter, Maintenance | 20.93 |
| 23790 - Pipefitter, Maintenance | 24.70 |
| 23810 - Plumber, Maintenance | 23.29 |
| 23820 - Pneudraulic Systems Mechanic | 27.85 |
| 23850 - Rigger | 27.85 |
| 23870 - Scale Mechanic | 24.63 |
| 23890 - Sheet-Metal Worker, Maintenance | 27.85 |
| 23910 - Small Engine Mechanic | 23.82 |
| 23931 - Telecommunications Mechanic I | 30.18 |
| 23932 - Telecommunications Mechanic II | 31.93 |
| 23950 - Telephone Lineman | 24.96 |
| 23960 - Welder, Combination, Maintenance | 20.17 |
| 23965 - Well Driller | 27.85 |
| 23970 - Woodcraft Worker | 27.85 |
| 23980 - Woodworker | 21.44 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.30*** |
| 24570 - Child Care Attendant | 12.87*** |
| 24580 - Child Care Center Clerk | 16.05*** |
| 24610 - Chore Aide | 16.20*** |
| 24620 - Family Readiness And Support Services | 17.30*** |

| | |
|--|----------|
| Coordinator | |
| 24630 - Homemaker | 17.78 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 26.51 |
| 25040 - Sewage Plant Operator | 22.98 |
| 25070 - Stationary Engineer | 26.51 |
| 25190 - Ventilation Equipment Tender | 18.90 |
| 25210 - Water Treatment Plant Operator | 22.98 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 21.19 |
| 27007 - Baggage Inspector | 15.81*** |
| 27008 - Corrections Officer | 20.89 |
| 27010 - Court Security Officer | 22.34 |
| 27030 - Detection Dog Handler | 17.68*** |
| 27040 - Detention Officer | 20.89 |
| 27070 - Firefighter | 23.19 |
| 27101 - Guard I | 15.81*** |
| 27102 - Guard II | 17.68*** |
| 27131 - Police Officer I | 22.59 |
| 27132 - Police Officer II | 25.10 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 16.91*** |
| 28042 - Carnival Equipment Repairer | 18.26 |
| 28043 - Carnival Worker | 12.77*** |
| 28210 - Gate Attendant/Gate Tender | 22.99 |
| 28310 - Lifeguard | 12.71*** |
| 28350 - Park Attendant (Aide) | 25.72 |
| 28510 - Recreation Aide/Health Facility Attendant | 18.76 |
| 28515 - Recreation Specialist | 31.85 |
| 28630 - Sports Official | 20.46 |
| 28690 - Swimming Pool Operator | 20.98 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 24.63 |
| 29020 - Hatch Tender | 24.63 |
| 29030 - Line Handler | 24.63 |
| 29041 - Stevedore I | 23.02 |
| 29042 - Stevedore II | 26.26 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 45.21 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 31.17 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 34.34 |
| 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 | 24.20 |
| 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 | 22.21 |

| | |
|---|---------------|
| 30362 - Paralegal/Legal Assistant II | 27.51 |
| 30363 - Paralegal/Legal Assistant III | 33.66 |
| 30364 - Paralegal/Legal Assistant IV | 40.72 |
| 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 | 28.73 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 34.76 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 41.67 |
| 30494 - Unexploded (UXO) Safety Escort | 28.73 |
| 30495 - Unexploded (UXO) Sweep Personnel | 28.73 |
| 30501 - Weather Forecaster I | 23.83 |
| 30502 - Weather Forecaster II | 28.99 |
| 30620 - Weather Observer, Combined Upper Air Or | (see 2) 19.36 |
| Surface Programs | |
| 30621 - Weather Observer, Senior | (see 2) 21.51 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 34.76 |
| 31020 - Bus Aide | 14.56*** |
| 31030 - Bus Driver | 20.12 |
| 31043 - Driver Courier | 17.39*** |
| 31260 - Parking and Lot Attendant | 13.13*** |
| 31290 - Shuttle Bus Driver | 17.01*** |
| 31310 - Taxi Driver | 14.24*** |
| 31361 - Truckdriver, Light | 18.78 |
| 31362 - Truckdriver, Medium | 20.16 |
| 31363 - Truckdriver, Heavy | 24.12 |
| 31364 - Truckdriver, Tractor-Trailer | 24.12 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 16.95*** |
| 99030 - Cashier | 13.18*** |
| 99050 - Desk Clerk | 13.68*** |
| 99095 - Embalmer | 28.73 |
| 99130 - Flight Follower | 28.73 |
| 99251 - Laboratory Animal Caretaker I | 15.55*** |
| 99252 - Laboratory Animal Caretaker II | 16.80*** |
| 99260 - Marketing Analyst | 27.80 |
| 99310 - Mortician | 28.73 |
| 99410 - Pest Controller | 23.87 |
| 99510 - Photofinishing Worker | 15.10*** |
| 99710 - Recycling Laborer | 17.05*** |
| 99711 - Recycling Specialist | 20.33 |
| 99730 - Refuse Collector | 15.35*** |
| 99810 - Sales Clerk | 15.91*** |
| 99820 - School Crossing Guard | 15.55*** |
| 99830 - Survey Party Chief | 22.64 |
| 99831 - Surveying Aide | 14.58*** |
| 99832 - Surveying Technician | 18.96 |
| 99840 - Vending Machine Attendant | 14.12*** |
| 99841 - Vending Machine Repairer | 17.36*** |
| 99842 - Vending Machine Repairer Helper | 13.99*** |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or

seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

EXHIBIT A - ES&H Requirements

For Supply and/or Services Subcontracts – SURF Leased & Non-Leased Spaces

Title of Scope of Work: LBNF/DUNE-US Bull Gang BSI

The Subcontractor shall coordinate work schedules, site access, and resolution of technical issues with Point of Contact or Service Coordinator:

Name: Josh Willhite

Phone 630-641-1358

Email: willhite@fnal.gov

Specific training and exemptions

List additional training/exemptions, if appropriate

All personnel will need to complete the LBNF Far Site Surface & Underground ESH Orientation

In reference to Section 2.2, this subcontract will require the Subcontractor to submit an ES&H Program.

Table of Contents

Section 1 – Scope of Work & Coordination

- 1.1 Point of Contact
- 1.2 Service Coordinator
- 1.3 References
- 1.4 Enforcement
- 1.5 Subcontractor & ES&H Certificate
- 1.6 Concern Reporting Process
- 1.7 Bulletin Board
- 1.8 Subcontractor's Competent Person
- 1.9 Work Completion and Clean-up
- 1.10 Experienced Modification Rate

Section 2 – Subcontractor's ES&H Program

- 2.1 Responsibility
- 2.2 Environment, Safety, & Health
- 2.3 Hazard Analysis
- 2.4 Stop Work Activity
- 2.5 Off Hours / High Hazard Work

Section 3 – Reporting & Training Requirements

- 3.1 Emergencies Response and Reporting
- 3.2 Subcontractor Safety & Health Records
- 3.3 Subcontractor Training

Section 4 – Work Site Conditions

- 4.1 Site Access
- 4.2 Permits
- 4.3 Electrical Power
- 4.4 Transportation of Equipment and Materials
- 4.5 Access and Traffic Ways
- 4.6 Temporary Heat
- 4.7 Temporary Lighting and Ventilation
- 4.8 Water and Sanitation
- 4.9 Hazardous Material
- 4.10 Confined Work Space
- 4.11 Work on Existing Utilities
- 4.12 Personal Protective Equipment (PPE)
- 4.13 Burning/Welding/Brazing/Spark Producing
- 4.14 Open Burning, Fire Barrels, Coal or Kerosene Type Salamanders
- 4.15 Electrical Work
- 4.16 Oxygen Deficient Hazards
- 4.17 Radiation Protection
- 4.18 Environmental Protection
- 4.19 Smoking
- 4.20 Drug and Alcohol-Free Work Place
- 4.21 Fuel Storage Tanks
- 4.22 Explosives
- 4.23 Vehicles and Equipment
- 4.24 SURF Closure

Attachment A – ES&H Plan Certificate

Attachment B – High Risk Table Requiring JHA/SOP

1.0 SCOPE OF WORK & COORDINATION

1.1 Point of Contact

The Fermi Forward Discovery Group, LLC (FermiForward) Point of Contact shall be the first line of contact with the Subcontractor's field personnel. He/she is responsible for auditing to ensure that the Subcontractor is following established and accepted ES&H practices while on site. Point of Contact is assigned for low risk work activities that typically do not require a written job specific Hazard Analysis.

1.2 Service Coordinator

A FermiForward Service Coordinator will be assigned for Subcontracts involving work activities with potential risk. He/she shall be the first line of contact with the Subcontractor's field personnel, and is responsible for auditing to ensure that the Subcontractor is following established and accepted ES&H practices while on site. Service Coordinators are assigned typically when a written job specific Hazard Analysis is required.

1.3 References

The Subcontractor and sub-tiered contractors shall comply with the following reference documents. The publications referenced herein, form a part of this Exhibit and Subcontract documents.

- a. Fermilab ES&H Manual
<http://eshq.fnal.gov/manuals>
- b. 10 Code of Federal Regulations (CFR) 851, Department of Energy (DOE) Worker Safety and Health Program
- c. 10 CFR 835, Occupational Radiation Protection
- d. 10 CFR 860, Trespass to Land Owned & Leased by the US Government
- e. 10 CFR 708, DOE Contractor Employee Protection Program
- f. 29 CFR 1904, Record Keeping Guidelines for Occupational Injuries and Illnesses
- g. 29 CFR, 1910, Occupational Safety and Health General Industry Standards
- h. 29 CFR 1926, Occupational Safety and Health Standards for Construction
- i. 40 CFR Protection of the Environment (USA EPA)
- j. 49 CFR Transportation
- k. South Dakota's Rules of the Division of Motor

Services

- l. US Department of Energy Orders/Standards
 - i. DOE Order 442.1A, Department of Energy Employee Concerns Program
 - ii. DOE Standard 1090, Hoisting & Rigging, 2020
- m. National Fire Protection Association (NFPA) codes and standards
 - i. NFPA 70E, Standard for Electrical Safety in the Workplace, 2015
 - ii. NFPA 70, National Electrical Code, 2017
- n. American Conference of Governmental Industrial Hygienists (ACGIH), "Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices, 2016. TLVs are lower than the Permissible Exposure Limits (PELs) in 29 CFR 1910 and 29 CFR 1926. TLVs shall be used in lieu of PELs.
- o. American Society of Mechanical Engineers:
 - i. ASME Boiler and Pressure Codes (BPVC)
 - ii. ASME B30 Series, Crane Safety
 - iii. ASME B31 Standards of Pressure Piping
- p. American National Standards Institute (ANSI):
 - ii. ANSI Z136.1 Safe Use of Lasers

1.4 Enforcement

The describe form requires the Subcontractor acknowledgment and certification of an ES&H program commensurate with the complexity and nature of the work activities. Subcontractor(s) working on DOE leased Space at Sanford Underground Research Facility (SURF) are subject to DOE civil penalties or contract fee reductions for noncompliance, in accordance with 10 CFR 851 and 10 CFR 835.

The Department of Energy (DOE) regulation 10 CFR 851 "Worker Safety and Health Program" defines worker safety and health requirements for the Department of Energy contractors and their subcontractors. The Worker Safety and Health Program acknowledgment is part of the ES&H Certificate, reference paragraph 1.5. Additional information can be found at:

<http://eshq.fnal.gov/worker-safety-health-for-subcontractors>

The US Department of Energy has the authority to exercise enforcement actions on any subcontractor

who violates any requirement set forth in 10 CFR 851 and 10 CFR 835. The subcontractor may be subject to civil penalties up to \$80,000 for each such violation. If any violation is a continuous violation, each day of the violation shall constitute a separate violation for the purpose of computing the civil penalty.

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

1.5 Subcontractor & ES&H Certificate

In accordance with 10 CFR 851, the subcontractor shall submit the ES&H Certificate with the pertinent information related to this subcontract. For further instructions, see attachment at the end of this document.

1.6 Concern and Reporting Process

Whistleblower Protection for Subcontractor Employees:

- a. The Subcontractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR Part 708
- b. The Subcontractor shall insert or have inserted the substance of this clause, including this paragraph (b), in lower tier subcontracts, at all tiers, with respect to work performed on any DOE-owned or leased facility, as provided for at 10 CFR part 708
- c. Concern Reporting Processes - Subcontractor employees on the service worksite are entitled to use any of the means available to communicate concerns about ES&H conditions and practices. Information about concern reporting is available on ES&H bulletin boards throughout the leased space, and shall be included with FERMIFORWARD provided materials for the service worksite postings for this project by request. The options for reporting concerns include
- d. DOE Concern Reporting
 - i. Telephone: (630) 840-3281
 - ii. Email: EmployeeConcerns@science.doe.gov

1.7 Bulletin Board

Subcontractors that have an on-site base of operations are responsible for installing and maintaining a safety bulletin board at the location

where the majority of the subcontractor's employees, sub-subcontractors, and sub-tier vendors report to work. Information shall include

- a. DOE Worker Safety and Health Poster DOE-F 5480.2 (Worker Rights), furnished by FERMIFORWARD. Spanish versions of the DOE Safety and Health Poster are also available from FERMIFORWARD upon request.
- b. DOE Occupational Safety and Health Complain Form 5480.4, available on-line

1.8 Subcontractor's Competent Person

The Subcontractor shall ensure that there is a Competent Person available on site at all times when work is in progress. The Competent Person shall have the knowledge of OSHA standards and other safety related work practices and procedures.

1.9 Work Completion and Clean-up

The Subcontractor shall complete all work and all clean-up operations shall be in compliance with their ES&H program or as agreed by the FERMIFORWARD representative. Documentation for all aspects of the ES&H program shall be complete and in place before Subcontract closeout. All excess materials, equipment, waste materials and rubbish shall be properly disposed from the work site.

1.10 Experienced Modification Rate (EMR)

Subcontractor must provide Experience Modification Rating (EMR) Rates and Occupational Safety Health Administration (OSHA) 300 log for last three years. The EMR must be less than one (1.0) and the Subcontractor must have a three-year safety record equal to or less than 85% of the most current U.S. Bureau of Labor Statistics for Total Recordable Case Rate (TRC) and Days Away, Restricted, or Transferred (DART) Case Rate as reported in the BLS Occupational Injury and Illness Data.

Subcontractor or sub-tier subcontractors EMR is 1.0 or above, or the Subcontractor has less than three (3) years of ratings; or the three-year safety record is greater than 85% of the BLS general statistics, the Subcontractor shall provide explanation.

2.0 SUBCONTRACTOR ES&H PROGRAM

2.1 Responsibility

The Subcontractor has primary line responsibility for

providing a safe working environment for its employees. He/she shall provide overview on the program's effectiveness and take appropriate corrective actions. The Subcontractor has responsibility to ensure sub-subcontractors also comply with the Subcontractor's Environment, Safety & Health program and the requirements of this exhibit.

2.2 Environment, Safety & Health Program

The program must comply with and encompass all applicable aspects of 29 CFR 1910, OSHA Safety and Health Standards for General Industry, 10 CFR 851, DOE Worker Safety and Health Program, and when applicable, the provisions set forth in 10 CFR 835, Occupational Radiation Protection, 29 CFR 1926, Occupational Safety and Health Standards or other regulatory standards. On all subcontracts that have employee(s) on leased site for more than thirty (30), eight (8) eight hour days in a twelve (12) month period, or when requested, the Subcontractor shall submit to FERMIFORWARD for review and acceptance a copy of their ES&H (corporate) program description. The program description shall be submitted within 10 calendar days of Subcontract award. The written program should describe the following elements:

- a. Management Commitment and Leadership
 - iii. Subcontractor's policy regarding ES&H goals and how these goals are communicated to the employees;
 - iv. Management commitment of resources to adequately implement the program;
 - v. Participation of management in safety meetings, inspections, and documentation;
 - vi. How ES&H rules are incorporated into site operations; and Enforcement and disciplinary procedures.
- b. Assignment of Responsibility
 - i. Management responsibility for ES&H;
 - ii. Responsibilities, knowledge and authority of supervisor and competent persons; and
 - iii. Employee responsibility.
- c. Training
 - i. General requirements;
 - ii. Supervisor and Competent Person training;
 - iii. New employee training;
 - iv. Hazard specific training;
 - v. Safety Meetings; and

- vi. Documentation of training
- d. Basic Safety and Health Provisions
 - i. Emergency actions;
 - ii. Recordkeeping and reporting of injuries;
 - iii. Housekeeping;
 - iv. Hazard Communication Plan;
 - v. Personal Protective Equipment; and
 - vi. Fire protection and prevention.
- e. Hazard Assessment Process
 - i. How hazards are identified and analyzed;
 - ii. Preventive controls, and
 - iii. Inspections
- f. Waste Handling and Disposal
 - i. Characterization of waste;
 - ii. Packaging and Labeling requirement; and
 - iii. Assurance that appropriate transportations and handling facilities will be used.
- g. Other Programs dictated by Scope of Work (e.g. LOTO, Confined Space, Hearing Conservation)

2.3 Job Hazard Analysis (JHA) or Standard Operating Procedure (SOP)

A written Job Hazard Analysis (JHA) or Standard Operating Procedure (SOP) may be required for activities that are considered "high risk", see Attachment B. An HA details the specific hazards associated with the work activities and mitigating actions (including PPE in accordance with ANSI, OSHA, and NFPA 70E) that the subcontractor will take to reduce or eliminate the risk of injury. Material Safety data Sheets (MSDS) or Safety Data Sheets (SDS) and any specific procedures (confined space, LOTO) are to be submitted as part of this JHA. The HA shall be submitted for FERMIFORWARD review and acceptance prior to commencement of work. Each employee will acknowledge reading and understanding the JHA by placing his/her signature on the signature page. The JHA is a dynamic document which will require modification as the project moves from start to finish. As the JHA is updated, the employees must be advised of the new information.

2.4 Stop Work Activity

Any employee may stop a work activity if there is imminent danger of serious injury, fatality, or major environmental release. If the hazard cannot be abated in a timely manner, the work activity shall be stopped and the Service Coordinator/Point Contact

and Procurement Administrator shall be contacted.

2.5 Off Hours / High Hazard Work

The following work is categorized as High Hazard Work: Chemical usage that presents significant safety or health hazards, potential hazardous material releases, releases to surface waters or sanitary systems, or requires special controls (e.g., respirator use, local ventilation) and has not been assessed and approved by the Industrial Hygiene Group.

- Permit Required Confined Space Work.
- Crane, Hoist, & Powered Industrial Truck for any operations that include the following: load tests at 100%-125% of rated capacity, critical lifts, or crane personnel basket/platform use.
- Modifying or repair/maintenance of equipment or systems that contain cryogenic materials (Does not include normal filling of liquid nitrogen dewars or refilling liquid cryogenic containing tanks by vendors delivery drivers).
- Electrical Work:
 - Manipulative Energized Work.
 - Diagnostic Energized Work including verifying that exposed conductors or circuit parts are in an Electrically Safe Work Condition (ESWC), where the following thresholds are exceeded:
 - AC power distribution systems: over 600 Volts nominal or the equipment has a calculated or tabular arc flash PPE category of 3 or higher.
 - DC power sources that both exceed 400 Volts and can deliver in excess of 500 Amperes, or the equipment has a calculated or tabular arc flash PPE category of 3 or higher.
 - Capacitors that can store over 10 kilojoules of energy at the maximum (peak) voltage normally applied to them.
 - Battery systems that operate at over 600 Volts, or can deliver over 30 kilowatts, or the equipment has a calculated or tabular arc flash PPE category of 3 or higher.
 - Inductors that can store over 10 kilojoules of energy at the maximum (peak) current normally applied to them, unless system configuration absolutely prevents the energy from remaining.
- Operation of equipment, circuit breakers, disconnect switches, contactors, and plugging/unplugging connectors that are not in a Normal Operating Condition as defined in Table 130.5(C) of NFPA 70E.
- Operation of equipment, other than equipment that has been listed by a Nationally Recognized Testing Laboratory (NRTL) in accordance with the manufacturer's directions, unless the equipment has been approved by a NRTL or AHJ field inspection, or the installation has received an Operational Readiness Clearance (ORC).
- Entry into an electrical distribution system manhole in which not all cables in the manhole have been verified to be in ESWC. (Confined Space requirements must be separately considered).
- Coring or cutting into concrete, masonry, and walls, floors, and ceilings of any type of material where it cannot be proven in advance that there are no electrical circuits or equipment embedded in or located on the side of the concrete or building surface opposite the worker.
 - Note: Work on equipment that has been previously proven to be in an ESWC through zero voltage verification, with lockout / tagout or configuration control locks in

place to maintain it in an ESWC is not high hazard work.

- Excavation: Personnel working within an excavation that is greater than 4 feet deep.
- Fall Exposure: Use of personal fall arrest systems. Erection or dismantling of scaffolding.
- Hydraulic and Pneumatic Systems:
- Any work where a sudden uncontrolled release of pressure or fluids could result in injury.
- Operating hydraulic cutters (excludes hand pumped equipment).
- Transporting compressed gases in elevators occupied by personnel.
- Modifying or reconfiguring pressurized hydraulic or pneumatic systems.
- Lasers: Working around/with unenclosed Class 3b or 4 lasers.
- Machining: Hazardous materials like lead, uranium, beryllium.
- Spark producing work: Welding, grinding, brazing, flame cutting.
- Magnetic Fields:
 - Any situation where ferrous objects can be subject to magnetic forces causing sudden or unexpected movement into the magnetic field.
- Radiation:
 - High Radiation Area (HRA) work beyond inspection or placing equipment in a safe state.
 - Work on or with Class 3-5 objects.
 - Work with activated liquids (Excludes analytical lab work with volumes less than 1 liter and routine tritiated water management activities.)
 - Work with depleted uranium (DU).
 - Work in a contamination area.
 - Work with non-interlocked radiation generating

devices/neutron generators (Excludes XRF and SEM use).

- Pressure (vacuum/water) or stress testing of activated components.
- Destructive work (cutting, welding, grinding, etc.) on activated components.
- Radiography.
- Hazardous Energy Release:
- Work on equipment where there is a potential for unexpected release of energy (hydraulic, pneumatic, thermal, potential, etc.) where LOTO is required.

High-risk work: Consider the risk factors below to determine high-risk activities. Please note, routine work may be deemed high hazard or high risk.

- Resource limitations.
- Personnel experience.
- First-time or very infrequent work.
- Work environment.
- Significant impact to lab or mission (e.g., lifting “one of a kind” equipment).
- Multiple work group coordination.
- Personnel executing the task consider the work high risk.

All High-Hazard or High-Risk work must be done during normal Lab business hours of Monday through Friday, 6:00 a.m. to 6:00 p.m.

When planning for High Hazard Work, adequate consideration must be given to the extent of such work that can be performed within those hours on any given day, as work will be stopped outside of those hours and the site placed in a “safe” condition.

High Hazard Work outside of normal Lab business hours requires the following planning and prior approval prior to starting the High Hazard Work:

An adequate justification for such work outside of normal hours has been submitted to FermiForward and approved. Such approval will only be granted by FermiForward when it is in the interests of heightened safety at SURF.

3.0 REPORTING & TRAINING REQUIREMENTS

3.1 Emergency Response and Reporting

In the event of an actual fire or severe weather, all Subcontractor personnel shall evacuate to a prearranged safe location as designated by the Service Coordinator or Point of Contact.

- a. All emergencies occurring at Sanford Underground Research Facility (SURF) site must be reported immediately following SURF Emergency Response Procedures and delineated in SURF Orientation training. After emergency is stabilized, contact the FERMIFORWARD Service Coordinator or Point of Contact.
- b. The Subcontractor shall investigate all accidents. When required by the Service Coordinator or Point of Contact, a report must be submitted within two (2) days of accident.
- c. A summary of the total hours worked on the project shall be submitted to the Service Coordinator or Point of Contact on a monthly basis.
- d. Subcontractor personnel shall participate in all emergency drills.
- e. All emergency egress routes shall be kept clear at all times.
- f. In event of a hazardous material spill, the first person to become aware of the spill shall immediately contact the Emergency Response per SURF procedures.

3.2 Subcontractor Safety and Health Records

Subcontractors shall maintain and provide to FermiForward upon request any and all applicable occupational safety and environmental records. Such records include, but are not limited to, the records required to be maintained by federal/state regulations, OSHA injury/illness logs, training records, inspection records, safety meetings, and accident investigation.

3.3 Subcontractor Training

- a. All Subcontractors performing work at SURF shall provide to their employees all necessary ES&H training as may be required by Federal/State regulations and as appropriate for their activities at SURF. FermiForward will provide appropriate training for site hazards that are unusual for the trade of the

subcontractor's employees, such as training to conduct work in radiation areas or in oxygen deficient areas.

- b. The Subcontractor is responsible for assuring that their employees who do not speak English understand all ES&H requirements. The subcontractor must be able to communicate emergency instructions to those employees.

4.0 WORK SITE CONDITIONS

4.1 Site Access

The subcontractor shall confine all operations to areas authorized or approved by FermiForward and South Dakota Science and Technology Authority (SDSTA) who manages Sanford Underground Research Facility (SURF), in the city of Lead, South Dakota.

- a. All subcontractors and sub-tiers working at SURF shall attend Surface and Underground Orientation training, as appropriate. The Surface orientation class is approximately 3-hours and the Underground orientation class is approximately 1.5-hours. In addition, there are practical factors for Surface and Underground approximately 0.5 hours and 2.5 hours respectively. Scheduling of orientation training is through the FERMIFORWARD Service Coordinator or Point of Contact. The orientation and badging efforts require approximately two (2) hours.
- b. For underground work, the Subcontractor will designate, at a minimum, one individual for each work level, one individual acting as a guide to oversee a maximum of 12 workers. This individual will receive underground (Guide) training and will take approximately 3-hours of classroom time and 3-hours of practical underground factors.

4.2 Permits

FERMIFORWARD conducts work through the use of on-site permits. All required permits will be identified by the Service Coordinator who will arrange for all necessary Laboratory permits. This excludes those permits required elsewhere. No work activity shall be performed without the required permits, laboratory or other. No alarms,

safety devices, etc. will be disabled without prior approval of the Service Coordinator. The Subcontractor shall make a specific request to the Service Coordinator at least 48 hours before disablement. Activities requiring permits include but are not limited to: work notification, electrical work, excavation, burning/welding, modification to drinking water systems, bringing radioactive sources on site, working with/on radioactive material, working in radiological areas, and moving government or Fermilab or SURF property off site. The Subcontractor will comply with all restrictions or provisions listed on permits.

4.3 Electric Power

The Subcontractor shall provide and pay for telephone service for his requirements. FermiForward will furnish electric power at 480Y/277V and/or 208Y/120. The Subcontractor will pay cost of connection to this power source. Installation of the Subcontractor's electrical distribution will be subject to the approval of FermiForward.

4.4 Transportation of Equipment and Materials

The Subcontractor shall transport all equipment and materials to the job site at his own expense. He shall be responsible for minimizing any interference with local traffic or FermiForward operations. Hoists at the Ross Shaft will be available for the movement of people, equipment, and material to the underground spaces.

4.5 Access and Traffic Ways

- a. Access to the work shall be via Main Roads only. Traffic on all paved roads shall be restricted to rubber-tired vehicles only.
- b. The Subcontractor shall repair at his expense any damage due to his operations to existing structures such as culverts, fencing and barricades. The Subcontractor to the satisfaction of FERMIFORWARD shall remove debris or litter on any roads caused by the Subcontractor's operations immediately. Applicable safety standards shall apply to the use of all existing roads.

4.6 Temporary Heat

The Subcontractor shall provide and pay for installation of temporary heating facilities, fuel,

protective coverings and enclosures as necessary to protect the work. Coal or kerosene type salamanders, pots and open fires will not be permitted.

4.7 Temporary Lighting and Ventilation

The Subcontractor shall install and maintain temporary lighting and ventilation throughout the project to an extent that permits craftsmen to work without compromise of safe working conditions.

4.8 Water and Sanitation

Industrial water (non-potable) is available at hydrants adjacent to the site. See the FermiForward Service Coordinator for arrangements for their use. Domestic water (potable) is not available for drinking purposes. Subcontractor will be required to furnish drinking water and portable sanitation facilities for his employees.

4.9 Hazardous Materials

Any substance which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, or is likely to cause death or injury shall be considered a hazardous material. The use of hazardous material shall be identified in the Subcontractor's HA and approved by the FermiForward Service Coordinator before use, disposal shall comply with the bid documents and coordinated with FERMIFORWARD's Service Coordinator.

4.10 Confined Work Spaces

- a. The Service Coordinator will identify all existing confined workspaces including hazards and entry operations to the subcontractor.
- b. If a subcontractor is required to enter a permit-required confined space as part of their contract with FermiForward, the Subcontractor shall provide the Service Coordinator with the following records at least 1 week prior to entry:
 - i. A written copy of their confined space entry program and permit.
 - ii. Training records for entrants, attendants, and supervisors.
 - iii. Evidence that all air monitoring equipment is properly calibrated.
- c. The subcontractor must provide all of their own personal protective equipment (PPE), such as lifelines, harnesses, respirators, tripods,

ventilators, etc.

- d. The subcontractor shall inform the Service Coordinator prior to entering the confined space and include any specific permit space procedures the subcontractor will follow.
- e. Once the work is completed, a copy of the subcontractor's confined space permit shall be provided to the Service Coordinator annotated, if unplanned hazards were encountered.

4.11 Work on Existing Utilities

- a. No work shall be performed on existing in-service piping systems without prior approval and coordination of the system outage by FermiForward's Service Coordinator. The subcontractor shall make requests for such outages at least 48 hours in advance. Pressure shall be relieved on all piping systems before opening up and starting work. Lockout/Tagout shall be used by the subcontractor for all valves, blank-offs and relief lines.
- b. Work on existing utilities and any testing shall be included in the HA.
- c. No work shall be permitted unless specified by the job and specific procedures have been submitted and accepted by FERMIFORWARD.

4.12 Personal Protective Equipment (PPE)

The subcontractor must provide all required PPE to his/her employees and monitor the worksite to assure employees are wearing the required PPE. PPE must be in accordance with ANSI, OSHA, and NFPA 70E.

4.13 Burning/Welding/Brazing/Spark Producing

A permit is required before a subcontractor may burn/weld. The Service Coordinator will contact the SURF and secure a Hot Work permit. Information concerning the burning/welding permit is listed below:

- a. 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;
- b. 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 Burn Permit;
- c. The extinguishers must be located in clear sight

and no farther than 50 feet from the work areas;

- d. 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).
- e. UL or FM listed check valves shall be installed on oxygen-fuel torch cutting equipment.

4.14 Open Burning, Fire Barrels, Coal or Kerosene Type Salamanders

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. The following sets forth the minimum acceptable requirements for temporary heating devices at SURF:

- a. Spark arresters shall be provided on all stacks or burning devices having forced drafts;
- b. Temporary heating devices, used in any enclosed building, room, or structure, shall be listed by UL, FM, ETL, or other approval-testing laboratory and vented to the outside.
- c. Flammable liquid fixed heaters shall be listed by UL, FM, ETL, or other approval-testing laboratory and equipped with a primary safety control to stop flow of fuel in the event of a flame failure. Barometric or gravity oil feeds are not acceptable primary safety controls.

4.15 Electrical Work

The following sets forth the minimum acceptable requirements for work on electrical systems at SURF:

- a. All electrical work shall be performed in accordance with NFPA 70E, Standard for Electrical Safety in the Workplace;
- b. 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;
- c. The Subcontractor shall provide ground fault circuit interrupter protection for electric hand held tools, portable generators, temporary electrical extension cords and other wiring, etc.
- d. GFCI protection shall be provided for electric hand-held tools, portable generators, temporary electrical extension cords, and other wiring, etc. The assured grounding program is not an acceptable alternative.

4.16 Oxygen Deficient Hazards

The following sets forth the minimum acceptable requirements for oxygen deficient hazard (ODH) work:

- a. FermiForward has policies and procedures governing work in ODH areas. The FermiForward Service 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 FermiForward prior to entering those areas;
- c. FermiForward will assess the need for ODH training for Subcontractor personnel. If ODH training is necessary FermiForward will provide it 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;
- e. FermiForward will furnish emergency evacuation equipment. Care, use, and the return of such equipment will be the responsibility of the Subcontractor.

4.17 Radiation Protection

The following sets forth the minimum acceptable requirements for radiation protection at SURF:

- a. FermiForward has policies and procedures governing radiological work. The FermiForward Service Coordinator will advise the Subcontractor of the requirements and work practices, if potential for radiation affects the work scope;
- b. FermiForward will assess the need for radiological training for Subcontractor personnel. If radiological training is necessary it will be provided free of charge by FermiForward;
- c. Radiation dosimeters 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;
- d. FermiForward will furnish protective clothing. Disposal of such clothing will be the responsibility of FermiForward;

- e. Prescribed procedures for material handling and segregation shall be followed explicitly. Potentially radioactive material must be surveyed prior to removal from site. The FERMIFORWARD Service Coordinator shall coordinate this survey.
- f. Metals offered for recycling shall be coordinated with FERMIFORWARD's Point of Contact or Service Coordinator.

4.18 Environmental Protection

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

- a. Soil Erosion and Sedimentation Control (SESC) requirements for this project;
- b. If required, the Subcontractor shall install all erosion control in accordance with SESC plan prior to the start of excavation activities;
- c. Excavation at or adjacent to streams' tributaries, or other drainage outfalls shall be done only after notification to the FermiForward Service Coordinator;
- d. The FermiForward Service Coordinator will inform the Subcontractor if any wetlands are present in work area and what protective measures are necessary;
- e. Unexpected environmental impacts shall be immediately reported to the FermiForward Service Coordinator and mitigated by the Subcontractor;
- f. Flammable and/or combustible liquids, fuels, and oils shall be provided with containment and shall not be stockpiled beyond one day's usage. Storage of these 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;
- g. 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 his 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 FermiForward point of contact or service coordinator;

- h. At the close of each workday, the Subcontractor's Representative shall inspect the complete site to ensure that all erosion controls, drainage patterns, excavations and staging areas are in environmentally sound condition for the weather conditions anticipated.

4.19 Smoking

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

4.20 Drug and Alcohol-Free Work Place

- a. All personnel of the subcontractor, sub-subcontractors, and sub-tiers are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of controlled and restricted substances. All subcontractors and subcontractor's personnel shall adhere to the Federal Controlled Substances Act (12 USC 8120 and further defined in Federal Regulations 29 CFR 1308.11-3808.15) and stated in the subcontract documents.
- b. 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 FERMIFORWARD Point of Contact or Service Coordinator.

4.21 Fuel Storage Tanks

The following sets forth the minimum acceptable requirements for vehicles and equipment at SURF:

- a. Above ground fuel storage tanks for vehicles shall be coordinated with FermiForward and SURF;
- b. Fuel tanks mounted on pick-up trucks shall conform to the requirements of the state of

South Dakota;

- c. Fuel tanks mounted on pick-up trucks shall be removed from the SURF site at the end of each workday;
- d. Refueling of equipment while the motor is running is prohibited;
- e. 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;
- f. 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.

4.22 Explosives

The use of explosives is not permitted without prior written approval of the FermiForward and SDSTA.

4.23 Vehicles and Equipment

The following sets forth the minimum acceptable requirements for vehicles and equipment at SURF:

- a. 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;
- b. 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;
- c. If required by the equipment manufacturer, roll over protection structures shall be provided;
- d. 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;
- e. The equipment manufacturer must approve any

- modifications to lifting and hoisting equipment;
- f. 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.
 - g. Equipment inspection and modification (The subcontractor shall comply with 29 CFR 1910.169, 1910.176, and 1910.178 and when applicable, the provisions set forth in 29 CFR 1926.600, Subpart O):
 - i. 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;
 - ii. The Subcontractor is to assure that regulatory inspection records are complete and up-to-date and that operating manuals are available;
 - iii. In no case shall the original safety factor of the equipment be reduced.
 - h. All tools and equipment brought on site by the Subcontractor are subject to inspection by FERMIFORWARD. Items found to be out of compliance shall be repaired or immediately removed from service, tagged out of service.

If any these holidays occur on a weekend day, a weekday will be used for the holiday.

4.24 SURF Closure

The SURF site is closed for major holiday. However, work activities may still occur on these days, reference the Scope of Work:

- New Year's Day – January 1st
- Martin Luther King Jr. Day – 1st Monday after January 15th
- President's Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Native American Day – 2nd Monday in October
- Veterans Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day After Thanksgiving – Friday after Thanksgiving
- Christmas Eve (1/2 Day) – December 24th
- Christmas Day – December 25th
- New Year's Eve (1/2 Day) – December 31st



Attachment A

Environment, Safety, and Health Certification (ESHC)

FOR ALL EMERGENCIES CALL:

Emergency Contact number: **SURF Emergency Response Protocol**

For all incidents, injuries, property damage, near-misses, work-induced illness or chemical over-exposures, the Service Coordinator or Point of Contact **MUST** be immediately contacted upon scene stabilization, but in all cases within one hour

ACKNOWLEDGMENT of 10 CFR 851

As a subcontractor to FermiForward, you must meet the requirements of Title 10, *Code of Federal Regulations*, "Energy", Part 851, "Worker Safety and Health Program". As such, you must be aware of, and comply with, the requirements of this regulation. ([Link to 10 CFR 851](#))

Acknowledgment

I, Enter Subcontractor - Company Officer, certify that that I have read the requirements of 10 CFR 851 and attest that my firm and sub-tier contractors will comply with the requirements.

Yes

No

☐☐

MEDICAL SURVEILLANCE AND QUALIFICATION

Occupational Medicine

Will you have any employees that will work on-site for 30, eight-hour days in a 12-month period, or are enrolled for any length of time in a medical or exposure monitoring program required by federal, state, or local regulations (including hearing conservation, respiratory protection, lead exposure)?

Yes

No

☐☐

If yes, you will need to:

1. Comply with the occupational medicine requirements of 10 CFR 851, Appendix A
2. Provide your occupational medicine provider contact information. FERMIFORWARD has identified five medical facilities on the attached map. Highlight the facility to be used, or identify and map an alternate. Post the map at the job site and annotate the address for the designated facility on the map.

Clinic / Physician

Enter the name and address of your company's occupational medicine provider for this project

Enter telephone number:
xxx-xxx-xxxx

Enter e-mail address:
user@domain

Required Medical Surveillance

- ☐ DOT/Commercial Vehicle
☐ Hearing Conservation
☐ Fit For Duty
☐ Substance Abuse Testing

- ☐ Blood Lead
☐ Respirator User
☐ Other(s): List other(s)

Task-specific medical testing

List specific task(s) requiring medical surveillance

Signature (Subcontractor)

Subcontractor's Name

Dated



Attachment B - High Risk Level Requiring a written Job Hazard Analysis or Standard Operating Procedure

| <i>Category</i> | <i>High-Level Hazard</i> |
|--|---|
| <i>Radiological Work</i> | <ul style="list-style-type: none"> • Potential for radiological contamination * (FRCM Article 322) • Work in "Radiological Areas"* (FRCM Article 322) • Potential for spills |
| <i>Silica Exposure</i> | <ul style="list-style-type: none"> • Contact the ESH&Q Industrial Hygiene Group |
| <i>Electrical work</i> | <ul style="list-style-type: none"> • Work activities near or on exposed electrical conductors, circuits, or equipment that are or may be energized and where there is a significant and unmitigated exposure to electrical shock or a significant potential for arcing, flash burns, electrical burns, or arc blast* (FESHM 9120) |
| <i>Confined Space Work</i> | <ul style="list-style-type: none"> • Permit required confined space entry* (FESHM 4230) where and when hazards cannot be adequately addressed in the permit |
| <i>Crane & Hoist Usage or Rigging</i> | <ul style="list-style-type: none"> • Load requires exceptional care in handling because of size, shape, weight, close-tolerance installation, high susceptibility to damage, or other unusual factors |
| <i>Excavation and digging</i> | <ul style="list-style-type: none"> • Digging or excavating in area where the potential exists for encountering buried utilities* (FESHM 7030) • Employees entering excavation/trench that is ≥ 4 feet in depth |
| <i>Hazardous substances & regulated pollutants</i> | <ul style="list-style-type: none"> • Potential for release of hazmat on-site in quantities > 50% of "Reportable Quantities" • Potential to generate hazardous waste • Potential for release of petroleum, fuel oil, oil refuse, and oil mixed with wastes (FESHM 8030 & 8031) |
| <i>Chemical Usage</i> | <ul style="list-style-type: none"> • Use of materials that are flammable, combustible, corrosive, reactive, toxic, caustic, poisonous or any material that because of the quantity and/or manner it is being used is hazardous to the health of the worker |
| <i>Respiratory and Hearing Protection</i> | <ul style="list-style-type: none"> • Work requiring hearing or respiratory protection due to exceedance of Permissible Exposure Limits(PEL) and/or Threshold Limit Values (TLV) (FESHM 4140 and 4150) |
| <i>Hazardous Substance Abatement Activities</i> | <ul style="list-style-type: none"> • Work involving abatement of asbestos, lead, PCBs, or mercury |
| <i>Cryogenic Systems</i> | <ul style="list-style-type: none"> • Potential for exposure to reduced atmospheric oxygen • Working on cryogenic systems |
| <i>Magnetic Fields</i> | <ul style="list-style-type: none"> • Potential for exposure in excess of action limits established in FESHM 4270 |
| <i>Lasers</i> | <ul style="list-style-type: none"> • Use of Class IIIB or IV lasers (FESHM 4260) |
| <i>Working at Heights</i> | <ul style="list-style-type: none"> • Fall potential is > 4 feet, and additional fall protection is required for non-construction related activities. |
| <i>Other</i> | <ul style="list-style-type: none"> • Working with systems or equipment which are pressurized > 15 psig • Working with vacuum vessels (FESHM 5033) • Work requiring welding, brazing, or open flames* • Potential for inadvertent startup of equipment • Potential for unexpected release of energy (hydraulic, pneumatic, thermal, potential, etc.) where lockout/tag out is required. • Potential for job-induced alertness reduction (e.g., long hours, short deadlines) |

Attachment J-9

FFDG Travel Policy for Subcontractor Personnel

FERMI FORWARD DISCOVERY GROUP, LLC
TRAVEL POLICY FOR SUBCONTRACTOR PERSONNEL

September 2022

In connection with furnishing the services under this purchase order/subcontract, it may be necessary for Subcontractor personnel to make authorized trips from time to time in support of the Statement of Work. Travel expenses and time spent during travel may be paid for by FFDG in accordance with the following rules:

1. Travel required by subcontractor personnel for performance of services at a location away from the subcontractor personnel's regular, customary work location must be approved by the appropriate FFDG personnel.
 - a. In no case will labor hours and costs related to such travel be a direct charge under the Subcontract unless it has been approved by FFDG.
 - b. Any foreign travel charged directly shall be subject to the prior approval of the Laboratory FFDG and the DOE, regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions, Puerto Rico and Northern Mariana.
 - i. Requests for approval, if required, shall be submitted in accordance with DOE procedures prior to the planned departure date and when applicable, include a notification and other requirements respecting proposed sensitive foreign national travel.
 - ii. Transportation of personnel or property outside of the United States, the District of Colombia, the Commonwealth of Puerto Rico and possessions of the United States should be on a U. S. Flag air carrier to the extent that service by these carriers is available. In situations where it is not, a "Statement of Unavailability of U.S. Flag Air Carriers" shall be included on vouchers indicating that a U.S. flag carrier was not available or the specific reasons should be given as to why it was necessary to use foreign flag air carrier service.
 - c. Labor hours shall not be charged for Subcontractor personnel's time to commute to their regular, customary work location or other offices maintained by Subcontractor. Labor hours may be charged for travel to locations other than the personnel's regular, customary work location or other Subcontractor office, including but not limited to,
 - a: traveling from home to a customer's workplace in emergency situations;
 - b. travel that is all in a day's work;
 - c. traveling from home to a special one-day assignment in another city;
 - d. overnight travel away from home community; and
 - e. traveling away from home community in a private vehicle.Notwithstanding the foregoing, labor hours spent during travel to locations within the same metropolitan area as the personnel's regular, customary work location shall be adjusted to deduct the personnel's customary time to commute to its regular, customary work location.
2. As full reimbursement for transportation, lodging, meals, and incidental expenses incurred by subcontractor personnel. in connection with travel authorized in accordance with paragraph 1., above, the Subcontractor shall be reimbursed its allowable travel costs. Allowable travel costs will be determined in accordance with the Federal Acquisition Regulation (FAR) 31.205-46 Travel Costs in effect as of the date of this Subcontract. As set forth in FAR 31.205-46, each expenditure of \$75.00 or more must be supported by a receipt in order to be reimbursed.

Attachment J-10

Small Business Subcontracting Plan

SDSTA SMALL BUSINESS SUBCONTRACTING PLAN

DATE: May 2, 2025

CONTRACTOR: South Dakota Science and Technology Authority

ADDRESS: 630 E. Summit Street
Lead, SD 57754

SOLICITATION OR CONTRACT NUMBER: **LBNF-360000-KE**

ITEM/SERVICE: LBNF/DUNE US Bull Gang – BSI 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: \$1,817,762.
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: 5% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
 - (b) Veteran-owned small business concerns: 0% 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: 0% 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: 0% 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: 0% 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: \$90,888.

- (b) Total dollars planned to be subcontracted to veteran-owned small business concerns: \$0.
- (c) Total dollars planned to be subcontracted to service-disabled veteran-owned SB concerns: \$0.
- (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: \$0.
- (f) Total dollars planned to be subcontracted to women-owned small business concerns: \$0.

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: Supplies & Material for snow removal, dust control, protective equipment and fuel purchases

VETERAN-OWNED SMALL BUSINESS: none

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS: none

HUBZONE SMALL BUSINESS: limited availability in this area

SMALL DISADVANTAGED BUSINESS: none

WOMEN-OWNED SMALL BUSINESS: Supplies & Material for snow removal, dust control, protective equipment and fuel purchases

LARGE BUSINESS: Specialized equipment leasing

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

Estimates (some) are based on bids that should result in Purchase Orders for products and equipment leases.

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 Small Business Liaison attends the state's Women's Business Center meetings 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: | Shelly Nisly (mnisly@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 (I) 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:

Shelly Nisly, Contract Specialist

Small Business Subcontracting Liaison

Small Business Liaison Officer

Attachment J-11

Rider to FFDG Subcontract No. 724345

Rider to Fermi Forward Discovery Group, LLC
Subcontract No. 724345

This Rider supplements and amends Subcontract No. 724245 between Fermi Forward Discovery Group, LLC (FFDG) and South Dakota Science and Technology Authority (SDSTA). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Subcontract.

I. Modifications to Section A of the Subcontract:

- 1) The parties agree that, except as specifically provided in Section H6 of the Subcontract, the order of precedence of the sections of, and attachments to, the Subcontract shall be as set forth in Clause 11 of Attachment J-2 to the Subcontract. Further, only to the extent that said Clause 11 does not otherwise establish an order of precedence between the sections of, and attachments to, this Subcontract, Section A6 be given force and effect.

II. Modifications to Section G of the Subcontract:

- 1) The following new paragraph is hereby added at the end of Section G5.:

The parties agree and understand that, as of the date of the Subcontract, FFDG does not anticipate requiring that Subcontractor acquire any form of scanning system as Subcontractor Acquired Property in connection with the Work. If FFDG reasonably determines that the acquisition of such a system is necessary during the term of the Subcontract, Subcontractor shall reasonably cooperate with FFDG in determining the most efficient and cost-effective means of procuring such a system.

III. Modifications to Section H of the Subcontract:

- 1) The following new Section H6 is hereby added to Attachment H:

H6. Order of Precedence Regarding Liability for Property

Notwithstanding anything to the contrary set forth in the Subcontract (including without limitation those rules of precedence set forth in Section A thereof and Attachment J-2 thereto) Subcontract Attachment J-3, FFDG Terms and Conditions for Cost Reimbursable Subcontract for LBNF/DUNE-US Bull Gang – BSI Services, Clause 12, Property [(DEAR 970.5245-1 (Aug 2016) Alternate I (Aug 2016); 48CFR 1545.309B; FAR 52.245-1(k)(2),(3)), Subclause (f) *Risk of Loss of Government Property*, takes precedence over all other clauses relating to Subcontractor's liability for damage to property, including obligations to indemnify FFDG relating to property damage claims.

- 2) The following new Section H7 is hereby added to Attachment H:

H7. Insurance for Property Not Owned by the U.S. Government.

If the Subcontractor is required under this Subcontract to transport or otherwise assume control over any property that is not owned by the U.S. Government, FFDG shall provide evidence that the property is insured with a waiver of subrogation in favor of the Subcontractor.

IV. Modifications to Attachment J-2 to Subcontract: General Terms and Conditions for Services Performed at SURF

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

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

- 2) Clause 3 – Standard of Performance (Services), is modified by striking the word “professional”.

- 3) Clause 6 – Indemnification and Liabilities, Subclause Clause 6.2 – Assumption of Risk Until Final Acceptance, is revised to read as follows—

6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Subcontractor assumes all risks and responsibility for damage to Subcontractor’s work and Subcontractor’s materials from fire, earthquake, storm, or other causes prior to the completion and final acceptance of the work by FFDG. The Subcontractor shall, at its own expense or through applicable insurance coverage, repair and or replace Subcontractor’s work or Subcontractor’s material damaged or destroyed. Subcontractor (i) acknowledges and agrees that operations will be ongoing at SURF 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 FFDG’s employees or agents at SURF and (b) cooperate and coordinate the Subcontract work with others at SURF as directed by FFDG.

- 4) Clause 8 – Laws and Regulations; Disputes; Applicable Law, Subclause 8.2 – Disputes, is revised to read as follows--

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 FFDG to suspend Subcontract Work, provided that FFDG continues to pay Subcontractor as provided herein for all Subcontract Work not subject to a Dispute.

Step Negotiations: FFDG and Subcontractor will first attempt to resolve Disputes at the field level through discussions between FFDG'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 FFDG'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: 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 FFDG's decision.

- 5) Clause 13 – ENVIRONMENT, SAFETY & HEALTH (ES&H), is revised by adding the following after the second paragraph:

Notwithstanding the foregoing paragraph, when performing work in areas that are not leased by the Department of Energy, the Subcontractor shall comply with all applicable Environmental, Safety, and Health regulations and requirements as defined within the Intergovernmental Agreement Between the Bureau of Administration, Office of Risk Management of the State of South Dakota and the South Dakota Science and Technology Authority. In addition, the Subcontractor shall comply with the all requirements in FFDG Exhibit A ES&H for Supply and/or Services Subcontracts – SURF Non-Leased Space (Attachment J-8) and the Sanford Underground Research Facility ESH Manual.

V. Modifications to Attachment J-5 to Subcontract: Insurance Requirements for FFDG Subcontracted Work at SURF – Risk Category 4

- 1) Notwithstanding anything to the contrary set forth in Attachment J-5 to the Subcontract, the parties agree that:
 - a. Subcontractor shall not be obligated to carry or maintain Contractor's Pollution Liability Insurance covering the activities of Subcontractor or its sub-subcontractors under the Subcontract; and

- b. Subcontractor shall not be obligated to carry or maintain Professional Liability/Errors & Omissions Insurance covering the activities of Subcontractor or its sub-subcontractors under the Subcontract.