

South Dakota Science and Technology Authority

**Board Meeting
September 22, 2022**



630 East Summit Street
Lead, SD 57754

Call to Order—Chairperson Casey Peterson

1A. Call Roll

Dr. Ani Aprahamian
Mr. Dana Dykhouse
Dr. Chris Fall
Ms. Pat Lebrun
Mr. Roger Musick
Mr. Casey Peterson
Mr. Ron Wheeler
Dr. James Rankin, ex-officio member

1B. Introduce guests—ask to announce name and affiliation

1C. Public comment form (submit forms prior to start of board meeting)

Procedure for Public Comment Periods

Pursuant to SDCL 1-25-1 as amended by House Bill 1172 in the 2018 Legislative Session the procedure for conducting public comment periods during meetings of the South Dakota Science and Technology Authority (SDSTA) shall be as follows:

The chair of the SDSTA shall reserve a period for public comment, limited at the chair's discretion, at each meeting.

Before the beginning of the meeting, all persons who wish to make comments during the comment period shall indicate their desire to do so on a form that will be provided by the Executive Director. The form shall indicate the person's name, city of residence and generally describe the matter or matters on which the person wishes to comment.

The amount of time allocated to each interested person who wishes to make comments will be determined at the chair's discretion at each meeting.

Comments must be limited to matters which are under the jurisdiction of the SDSTA.

All persons making public comments at meetings of the SDSTA must do so in a manner that maintains civility. Comments which contain offensive language or profanity will not be tolerated.

Procedure for Public Comment and Form

South Dakota Science and Technology Authority

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Adopted June 28, 2018

Full Name:

City of Residence:

General Subject Matter of Comments:

Approve Agenda—Chairperson Casey Peterson

Attached is the SDSTA Board agenda for the September 22, 2022 meeting.

See recommended motion below.

Recommended Action:

Motion to approve agenda as presented.

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AGENDA

South Dakota Science and Technology Authority
630 East Summit Street, Lead, South Dakota
Meeting of the Board of Directors
Thursday, September 22, 2022 at 8:00 AM (MT)

****Yates Education & Outreach Building—large conference room****

Public (Open) Session: 1-669-900-6833, Meeting ID: 605 722 4022, Passcode: 8650, <https://zoom.us/join>

SDSTA Mission: *We advance world class science and inspire learning across generations.*

NOTICE: Members of the public may listen to the meeting by calling 1-669-900-6833 and entering Meeting ID code: 605 722 4022. Please mute your phone after joining.

Title	Report	Recommendations
1. Call to order	-- Chair Casey Peterson	
A. Call roll		<i>1A. Confirm quorum by calling roll</i>
B. Introduce guests		<i>1B. Ask guests to announce their name/affiliation</i>
C. Public comment form		<i>1C. Reminder request to submit public comment form(s)</i>
2. Approve agenda	-- Chair Casey Peterson	<i>Motion to approve agenda</i>
3. Approve minutes	-- Chair Casey Peterson	<i>Motion to approve the June 16 and July 22 minutes</i>
4. Conflict of interest disclosure	-- Mr. Tim Engel	<i>Informational</i>
5. Conflict of interest disclosure and waiver under SDCL CH. 3-23	-- Mr. Tim Engel	<i>"Motion to approve or deny" (as appropriate)</i>
6. Approve SDSTA By-laws as amended	-- Mr. Tim Engel	<i>Motion to approve SDSTA By-laws as amended</i>
7. SURF Foundation (SURFF) report	-- Mr. Mike Headley	
A. Foundation status update		<i>7A. Informational</i>
B. Qualifications of proposed interim foundation director		<i>7B. Informational, reference board packet</i>
C. Report and recommendations on comparable entities/salaries		<i>7C. Motion to adopt executive director's report on comparable non-profit executives and to concur with his recommendation of the most comparable positions to the Foundation's Interim Foundation Director position and salary range of \$120,000.00 to \$185,000.00 annually. (roll call vote)</i>
D. Recommendation to offer position of interim Foundation Director to Priscilla Romkema with compensation at an hourly rate		<i>7D. Motion to authorize the Executive Director to enter into a new part-time consulting contract with Priscilla Romkema for the position of interim Foundation</i>

Please do not place or accept cell phone calls during this meeting. A copy of this agenda has been posted in a manner visible to the public at the entrance to the South Dakota Science and Technology Authority office located at 630 East Summit Street, Lead, South Dakota at least 72 hours prior to this meeting. Telephone: (605) 722-8650.

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Title	Report	Recommendations
not to exceed \$156,000.00 on an annualized basis.		<i>Director at an hourly rate of \$75.00 per hour, which is equivalent to an annual salary of \$156,000, with a total contract sum not to exceed \$12,750.00. This compensation would be entirely in consideration of her services as interim Foundation Director.</i>
E. Approve expenditure for sacred circle garden construction		<i>7E. Motion to expend \$125,000.00 of SDSTA funds for design and construction of the Sacred Circle Garden.</i>
F. Approve contract for construction of sacred circle garden.		<i>7F. Motion to authorize the executive director to negotiate and execute a construction contract with RCS Construction for a sum not to exceed \$615,000.00 as presented, subject to Sanford Underground Research Facility Foundation approval of funding in an amount of not less than \$500,000.00.</i>
8. Audit Committee—annual review of Audit Charter	-- Chair Casey Peterson -- Ms. Pat Lebrun	<i>Review Audit Charter dated June 19, 2014; reference board packet</i>
9. Financial Report	-- Mr. Mike Headley	
A. Financial statements	-- Mr. Terry Miller	
B. SD Investment Council Letter		<i>9B. Motion to approve interest earning accrual at percentage discussed for fiscal year 2023</i>
C. FY end inventory listing		<i>Informational</i>
D. FY end per diem listing		<i>Informational</i>
		<i>Motion to accept report as presented</i>
10. Report from Executive Director	-- Mr. Mike Headley	
A. Declarations of Surplus (3)		<i>Informational</i>
B. SDSTA quarterly update		<i>Presentation</i>
		<i>Motion to accept executive director's report</i>

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Title	Report	Recommendations
11. Executive session (closed meeting)	-- Chair Casey Peterson	<i>Motion to enter executive session to discuss personnel matters and to consult with legal counsel concerning contractual and legal matters—SDCL 1-25-2(1), (3) and (4); 19-19-502.</i>
12. Report from executive session	-- Chair Casey Peterson	<i>“The board consulted with legal counsel concerning contractual and legal matters. No action was taken.”</i> <i>OR</i> <i>...as discussed and stated otherwise</i>
13. Approve sale of portion of xenon inventory	-- Mr. Mike Headley	<i>Motion to authorize the executive director and chairperson to negotiate the terms of a sale of no more than 45,000 liters of xenon gas as presented and to authorize the executive director to sign the purchase agreement and related documentation.</i>
14. Approval to develop kickoff plan for SURF institute		<i>Motion to authorize the chairperson to enter into a new contract with dialogue LLC to provide a kickoff plan for a future potential STEM institute associated with SURF, with the chairperson to provide a copy of the contract to the board upon execution (follow Financial Conflict of Interest Policy procedures)</i>
15. Confirm date and time of next meeting	-- Chair Casey Peterson	<i>Thursday, December 15, 2022 at 9:00am (MT)</i>
16. Public comments	-- Chair Casey Peterson	
17. Board comments	-- Chair Casey Peterson	
18. Adjourn	-- Chair Casey Peterson	<i>Motion to adjourn</i>

Board member Sacred Circle Garden tour will follow immediately after adjournment

**Meeting of the Board of Directors
Thursday, September 22, 2022**

SDSTA Board Member Terms of Service, Committees and Schedule

	Board Members and Terms of Service		
	Board Members	Appointed	Term Expires
1.	Dr. Ani Aprahamian	Re-appointed January 7, 2022	December 9, 2027
2.	Mr. Dana Dykhous, Vice-Chair	Re-appointed August 15, 2020	August 14, 2026
3.	Ms. Patricia Lebrun, Secretary-Treasurer	Re-appointed August 5, 2016	August 8, 2022
4.	Dr. Chris Fall	Appointed December 1, 2021	August 8, 2027
5.	Mr. Roger Musick	Appointed September 19, 2018	August 21, 2022
6.	Mr. Casey Peterson, Chair	Re-appointed December 1, 2021	August 8, 2027
7.	Mr. Ron Wheeler	Re-appointed April 28, 2020	April 9, 2025
8.	Dr. James Rankin, <i>ex-officio member</i>	SDSM&T President as of Jan 8, 2018	
	Committees and Members (2022-2023)		
	Audit Committee Members (September):	Nominating Committee Members (March):	
	➤ Pat Lebrun-Chair	➤ Dana Dykhous	
	➤ Dana Dykhous	➤ Roger Musick	
	➤ Casey Peterson, ex-officio		
	2022 Board Schedule		
	Thursday, March 24 2022	8:00 am (MT)	E&O Bldg
	Thursday, June 16, 2022	8:00 am (MT), annual	E&O Bldg
	Thursday, September 22, 2022	8:00 am (MT)	E&O Bldg
	Thursday, December 15, 2022	9:00 am (MT)	E&O Bldg

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Approve Minutes—Chairperson Casey Peterson

Attached are the following Minutes for approval:

- June 16, 2022, annual meeting
- July 22, 2022, telephonic special meeting

See recommended motion below.

Recommended Action:

Motion to approve the June 16 and July 22, 2022 Minutes as presented.

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South Dakota Science and Technology Authority Board of Directors
Meeting Minutes
Thursday, June 16, 2022
Lead, South Dakota

The Board of Directors of the South Dakota Science and Technology Authority (SDSTA) convened at 8:00 AM Mountain Time (MT) on Thursday, June 16, 2022, in the Education and Outreach (E&O) Building Conference Room at the South Dakota Science and Technology Authority, 630 East Summit Street, Lead, South Dakota. A conference number was posted on the agenda with an invitation for members of the public to participate in the meeting by telephone.

MEMBERS OF THE BOARD IN ATTENDANCE

Vice Chairperson Dana Dykhouse (by phone)
Dr. Chris Fall (by phone)
Secretary/Treasurer Patricia Lebrun (by phone)
Mr. Roger Musick (by phone)
Chairperson Casey Peterson (in person)
Mr. Ron Wheeler (by phone)
Dr. James Rankin, ex-officio (by phone)

MEMBERS OF THE BOARD ABSENT

Dr. Ani Aprahamian

SDSTA STAFF PRESENT DURING ALL OR PART OF THE MEETING

Ms. Christine Burger, Human Resources Manager (in person)
Mr. Jason Connot, Underground Operations Engineer (in person)
Mr. Tim Engel, General Counsel (in person)
Ms. Reghan DeBoer, SURF Science Intern (via phone)
Mr. Joseph Egan, SURF Engineering Intern (via phone)
Ms. Halle Fjelland, SURF Engineering Intern (in person)
Ms. Gina Gibson, SURF Artist-in-Residence Coordinator (in person)
Ms. Bonita Goode, Environmental Manager (in person)
Mr. Mike Headley, Executive Director (in person)
Mr. Bill Kelly, Contracts & Procurement Manager (by phone)
Ms. Kelly Kirk, Sanford Lab Homestake Visitor Center (SLHVC) Director (in person)
Mr. Jordan Kludt, SURF Environment, Safety and Health Intern (in person)
Ms. Mandy Knight, Administrative Services Manager (in person)
Ms. Jacquelynn McKnight, SURF Education and Outreach Intern (via phone)
Ms. Staci Miller, SURF Foundation Director (in person)
Mr. Terry Miller, Chief Financial Officer (in person)
Mr. Curtis Petersen, SURF Education and Outreach Intern (via phone)
Mr. Gary Sczerbaniewicz, SURF 2022 Artist-in-Residence (by phone)
Ms. Wendy Straub, Hoists and Shafts Director (in person)
Ms. Constance Walter, Communications Director (in person)
Ms. Lindsey Weeldreyer, SURF Science Intern (via phone)
Ms. Natasha Wheeler, Administrative Assistant (in person)
Ms. Deb Wolf, Outreach & Culture Director (in person)

ALSO PRESENT DURING ALL OR PART OF THE MEETING

Mr. Clayton Hollowell, Department of Energy High Energy Physics Program Manager (in person)

ITEM 1. CALL TO ORDER

Chairperson Casey Peterson called the meeting to order at 8:00 AM (MT). Roll call was held. Mr. Dana Dykhous, Ms. Pat Lebrun, Mr. Roger Musick and Mr. Ron Wheeler were present by phone. Dr. Chris Fall, Dr. Jim Rankin and Chairperson Peterson was present in person. Dr. Ani Aprahamian was absent.

Chairperson Peterson asked guests to introduce themselves. Of note, the summer 2022 interns introduced themselves to the board, including Reghan DeBoer, Joseph Egan, Halle Fjelland, Jordan Kludt, Jacquelynn McKnight, Curtis Petersen and Lindsey Weeldreyer.

Chairperson Peterson said if anyone from the audience had any questions or comments for the board to address, to please complete the public comment form located at the sign-in table and time will be given at the end of the agenda to discuss. No comment forms were submitted during the meeting.

ITEM 2. APPROVE AGENDA

Chairperson Peterson asked if there were any modifications to the agenda. Hearing none, Chairperson Peterson asked for a motion to approve the agenda.

Motion by Mr. Dykhous and seconded by Mr. Musick to approve the agenda as presented. Motion passed unanimously.

ITEM 3. APPROVE MINUTES

Chairperson Peterson asked for any comments on the March 24, 2022, Minutes. Hearing none, he asked for a motion to approve the minutes.

Motion by Dr. Fall and seconded by Mr. Wheeler to approve the March 24, 2022, minutes as presented. Motion passed unanimously.

ITEM 4. GENERAL CONFLICT OF INTEREST DISCLOSURE

SDSTA General Counsel Mr. Tim Engel invited members of the board to disclose anything that might be construed to be a conflict of interest with respect to items under consideration at today's meeting.

Mr. Engel said his law firm works with the Office of Risk Management of the State of South Dakota, which is a party to the FY2023 Intergovernmental Agreement, Agenda Item No. 15, in today's meeting.

No other conflicts of interest were disclosed.

ITEM 5. DISCLOSURES AND WAIVER UNDER SDCL CH. 3-23

Mr. Engel said he contacted all board members before the June 16, 2022, board meeting and asked them to make any disclosures required by SDCL CH. 3-23. He said no disclosures were reported. He also noted that annual disclosures concerning contracts with the state and political subdivisions will be due at the September 22, 2022, board meeting.

ITEM 6. SURF FOUNDATION STATUS UPDATE

ITEM 6A. FOUNDATION STATUS UPDATE

Ms. Miller stated the SURF Foundation's mission, "supporting the advancement of world class science and inspiring learning across generations." She shared the completed 100% design of the Sacred Circle Garden and said \$449,771.59 has been raised toward the \$800,000.00 goal. Ms. Miller said all state donor registrations are complete. The SURF Foundation received a grant from the South Dakota Community Foundation for the Sacred Circle Garden and a grant from the John T. Vucurevich Foundation for Education and Outreach (E&O) professional development, and First PREMIER Bank/PREMIER Bank Card is the lead sponsor for this year's Davis Bahcall Scholars Program. She

announced that the new SURF Foundation Chairperson is Ms. Julie Olson, the Vice Chair is Mr. Fred Romkema, the Secretary/Treasurer is Ms. Beth Massa, and the new emeritus board member is Mr. Dana Dykhous. Ms. Miller reminded the SDSTA board that July 9, 2022, is Neutrino Day and said the Foundation will host a table at the SLHVC with native plant information, and will conduct tours of the Sacred Circle Garden site.

ITEM 6B. APPROVAL OF SURF FOUNDATION AMENDED BYLAWS

Ms. Miller read the proposed changes to the Foundation Bylaws, consisting of new Section 2.9. Director Emeritus and the last sentence of Section 6.3. Standing Committees. The changes were approved by the SURF Foundation Board of Directors at their June 7, 2022, board meeting.

Motion by Dr. Fall and seconded by Mr. Musick to approve the SURF Foundation Bylaws as amended June 7, 2022. Motion passed unanimously.

ITEM 6C. SURF FOUNDATION BOARD MEMBER APPOINTMENTS

Ms. Miller provided brief biographies for three new members of the SURF Foundation Board of Directors and Chairperson Peterson asked for a motion to approve the appointment of the new SURF Foundation board members.

Motion by Ms. Lebrun and seconded by Mr. Wheeler to approve appointment of new SURF Foundation board members Mr. Adam Gollofon, Ms. Sandy Stash and Mr. Justin Varland, as presented. Motion passed unanimously.

ITEM 7. AUDIT COMMITTEE

ITEM 7A. ANNUAL APPOINTMENT OF MEMBERS

Chairperson Peterson reported the appointment of Ms. Lebrun and Mr. Dykhous to continue to serve on the audit committee and commended their work in that role.

Motion by Mr. Wheeler and seconded by Dr. Fall to approve the appointment of audit committee members as presented. Motion passed unanimously.

ITEM 7B. AUDIT COMMITTEE UPDATE

Ms. Lebrun said she met with Mr. Dykhous, Ms. Nancy Geary (former SDSTA CFO), Mr. Kelly and Mr. Miller on April 13, 2022, and the group agreed to award the contract to Eide Baily for the Financial and Compliance Audit of the SDSTA.

ITEM 7C. ANNUAL REVIEW OF AUDIT CHARTER

Ms. Lebrun referred to the SDSTA Audit Committee Charter in the board packet and said there is a requirement for the committee to review and update the charter annually. She said she met with Mr. Dykhous and Mr. Miller on June 2, 2022, and upon review, found no changes to the charter are necessary. She said Eide Baily should be asked to review the Audit Committee Charter after they have conducted the FY2022 audit. Ms. Lebrun said Lighthouse Services, an external third-party ethics hotline, has not recommended any action to SDSTA in their monthly reports, which indicates there have not been any complaints. Chairperson Peterson thanked the Audit Committee for their work and for monitoring the monthly reporting from Lighthouse Services.

ITEM 8. FINANCIAL REPORT

ITEM 8A. REVIEW FINANCIAL STATEMENTS

Mr. Miller said there was a \$1.5 million increase in fixed assets over the last quarter which includes additions, deletions and depreciation. He said significant items to note include the purchase of the Yates

Complex waterline and meter building purchased with Department of Energy (DOE) funds (\$1,594,419.00), the purchase of a new Ford passenger van (approximately \$50,000.00) and various items from inventory put into service or supply, surplus assets and depreciation. Mr. Miller said he and Ms. Geary completed their annual asset verification, physically visiting areas of the property, which led to a net amount of \$73,274.00 in items put into service or supply and a net amount of \$15,450.00 in surplus or depreciated items. Surplus items were included in the Director's Report section of the board packet for review.

Mr. Miller said two important items of note over the past fiscal year include the completion of the Rounds Operations Center (ROC) and purchase of the SLHVC, including land and additional assets.

Mr. Miller said available resources remain relatively unchanged since February 2022, and there is an overrun to Cooperative Agreement (CA) funding, mostly due to a third payroll in May 2022, that should be back on track again by the end of June 2022. A third CA budget modification occurred in June and a fourth modification is expected by September.

Motion by Mr. Dykhouse and seconded by Ms. Lebrun to accept the financial report as presented. Motion passed unanimously.

ITEM 8B. AMEND FY2022 BUDGET

Mr. Miller said there have been several unexpected costs associated with the SLHVC. He said labor costs are within the expected range, but maintenance and inventory costs were not clearly disclosed from the previous owners. Mr. Miller requested approval for an amended budget for FY2022.

Dr. Fall asked if recent inflation has been factored into the budgeting process, noting DOE funding remains relatively fixed with the agreement in place. Mr. Headley assured the board that rising expenses are being considered, and budget items are being prioritized to account for items that may not immediately have funding available.

Motion by Dr. Fall and seconded by Mr. Wheeler to approve amended FY2022 budget as presented (a copy of which is attached to this Minutes). Motion passed unanimously.

ITEM 8C. LZ OPERATIONS SUPPORT GRANT

Mr. Headley said LUX-ZEPLIN (LZ) funding is being transferred from a contractual agreement to an Operations Support Grant that will total \$4.45 million over almost five years – a pro-rated percentage of the first year followed by four full years of funding. He said the grant will be evidenced by a document signed by DOE and if accepted, the first expenditure by SDSTA will constitute acceptance of the terms of the agreement by SDSTA. Dr. Fall asked about funding in the transition and Mr. Miller (clarified later) said the funding is related and the budgeting should look similar. Mr. Headley requested authorization from the board to accept the grant and make appropriate expenditures with the award.

Motion by Dr. Fall and seconded by Ms. Lebrun to accept and expend LZ Operations Grant. Motion passed unanimously.

ITEM 8D. APPROVAL OF FY2023 BUDGET

Mr. Miller said changes in the FY2023 budget are due to increases in funding for the SURF Foundation, xenon interest, and marketing/advocacy expenses, as well as funding for the SLHVC for maintenance and technology upgrades. He said a net increase of 3.5 full time employees is expected and requested approval for the FY2023 budget at \$45,304,065.00.

Motion by Dr. Fall and seconded by Mr. Musick to approve FY2023 budget as presented (a copy of which is attached to these Minutes). Motion passed unanimously.

ITEM 8E. MAY, ADAM, GERDES & THOMPSON HOURLY RATE INCREASE

Mr. Headley said SDSTA Legal Counsel requested an increase in its hourly rates to be consistent with the current prevailing rate for lawyers doing work for state agencies. Mr. Engel said the increase in rate is based on the prevailing rate for other lawyers doing work for the state, and is consistent with inflationary increases. Mr. Headley requested approval to increase the hourly rate from \$190.00 per hour to \$205.00 per hour.

Motion by Mr. Wheeler and seconded by Dr. Fall to approve rate increase for May, Adam, Gerdes, & Thompson LLP law firm as presented. Motion passed unanimously.

ITEM 9. REPORT FROM EXECUTIVE DIRECTOR

ITEM 9A. DECLARATIONS OF SURPLUS (3)

Surplus items were noted previously in the meeting during Item No. 8. Financial Report and included in the board packet. Items included metal freestanding shelving units, a Kubota generator, spools of wire rope, Galiger pumps, a VFD 150HP control panel for 8100 tsunami pumps, two 8-ton 1975 locomotives and a 3-ton locomotive battery.

ITEM 9B. SDSTA QUARTERLY UPDATE

Mr. Headley said the American Physical Society (APS) dedicated a historic site at the 4850L, and SURF hosted a celebration to recognize 10 years of operation at the Davis Campus. He said Long-Baseline Neutrino Facility (LBNF) excavation is approximately 30% complete; dust mitigation progress is advancing; Stage 1 of the ISO certification audit is complete and SURF is on track to be certified by September 30, 2022; the application is prepared for SURF to become an official DOE Office of Science User Facility; science exhibits have been recently replaced in the SLHVC and planning is underway to expand information about Native American history in the Black Hills; over 19,000 K-12 students have been impacted by the Education and Outreach program this year, exceeding the goal of 12,000 students; the 100% design of the Sacred Circle Garden is complete; studies have been completed for additional lab space at the 4850L and for Yates Shaft rehabilitation; a DOE Operations Review is planned for June 28-30, 2022; and Neutrino Day is returning to a live event, scheduled for July 9, 2022, in Lead, South Dakota.

Mr. Headley shared a photo of the new APS plaque installed on the 4850L, featuring Ray Davis. The photo included all five of Ray Davis's children who attended with their spouses for the event. The plaque was created by an SDSTA employee welder and will be a permanent fixture in the Davis Campus.

To illustrate LBNF excavation progress, Mr. Headley shared a map of the project and said the top layer of the first cavern has been excavated to the full width of the finished space and will continue down the length of the cavern. Mr. Headley shared a photo of a newly created explosives magazine within the space, as well as a photo of shotcrete being applied in the South Cavern where the monorail will run. In the photo, operators are standing away from the shotcrete machine, which has wired controls set several meters away from the sprayer. Mr. Headley also shared a photo of the North Cavern, illustrating the full width of excavation.

Mr. Headley said planning for additional space on the 4850L includes completed concept designs and estimates for 25-, 50- and 100-meter cavern options. He said after talking with the science community and other stakeholders, the most desirable option would be a 100-meter cavern, 20-meters wide and 24-meters tall and the design and estimates will inform further funding discussions.

ITEM 9C. SLHVC UPDATE

Ms. Kirk introduced herself and her staff, including Ursula Ward, the SLHVC Guest Experience Manager, Perry (Butch) Oien, Kristine Webb and Charlene McCoy. Ms. Kirk said visitation has steadily increased, including bus tours, events and field trips that bring guests into the SLHVC; science exhibits have been updated; seasonal staff have been hired and trained including DOT training for trolley drivers and supervisors; and the staff is preparing for summer trolley tours. Ms. Kirk said the SLVHC is collaborating with the SDSTA Communications team on rack cards, trolley tour scripting, website redesign and event advertising; collaborating with the SURF Foundation including the display of limited edition prints, information about the Sacred Circle Garden and providing meeting and event space; strategizing for future collaborations such as working with the SURF Artist-in Residence and additional programming opportunities with E&O and researchers; and curating unique merchandise for the museum store with a focus on items related to science and local history. Ms. Kirk also mentioned that deferred maintenance work continues onsite.

Ms. Kirk said overall visitation in March, April and May 2022 totaled 1,515, 1,999, and 4,867 visitors, respectively. She said events hosted at the SLHVC over the past year have included the 10-year Anniversary celebration of the Davis Campus, Deep Talks, the APS Historic Site Dedication luncheon, Lead mayoral and primary elections, the Lead mayoral forum, Fermilab community forums and Northern Hills Prospector meetings. She shared several photos and said field trips, pop-up plans and Road Scholar visits have also contributed to visitation numbers.

ITEM 9D. SURF ARTIST-IN-RESIDENCE UPDATE

Ms. Gibson, 2020 Artist-in-Residence (AiR) and current SURF AiR Coordinator, said her recent accomplishments include artwork installed as part of a SURF permanent art collection, solo exhibitions at Fermilab and SD Mines, speaking engagements at Fermilab, the Journey Museum, SD Mines and the Matthews Opera House, an interview with KOTA TV, a pending National Science Foundation grant and a solo exhibition and lecture at the University of Michigan scheduled for spring 2023. Ms. Gibson said 2021 AiR Lee Kang held an art exhibition at the Lead Deadwood Arts Center in fall 2021 and has artwork included in the SURF permanent collection. Ms. Gibson said the 2022 call for artists netted 20 applications from international, regional and local artists interested in a variety of mediums including drawing, painting, sculpture, video, photography, mixed-media and performance art. She said a committee of SURF staff, Black Hills State University (BHSU) staff and area arts leader reviewed and ranked the applications, and then provided recommendations to Mr. Headley. Ms. Gibson introduced the chosen artist for 2022, Gary Sczerbaniewicz, a mixed media installation artist from Buffalo, New York, who has an MFA in visual studies from the University of Buffalo and creates pieces that allow viewers to actively interact with the artwork. Mr. Sczerbaniewicz said he had the chance to take guided tours of below and above ground facilities at SURF; completed interviews with South Dakota Public Broadcasting, NewsCenter 1 and the Black Hills Pioneer; held an open studio reception at the Lead Deadwood Arts Center; collaborated with SURF E&O; and plans on hosting his upcoming exhibition at BHSU in October 2022.

Motion by Dr. Fall and seconded by Mr. Wheeler to accept the executive director's report as presented. Motion passed unanimously.

ITEM 10. SDSTA POLICIES AND PROCEDURES

ITEM 10A. ANNUAL REVIEW OF PY & PP

Mr. Headley said Policy (PY) and Policy-Procedure (PP) updates were included in the board packet and reviewed by legal counsel, and he recommended board approval. Dr. Fall recommended future review of

the Use of SDSTA Technology Resources and Internet Policy to ensure sufficient wording is included to bring awareness to the safety concerns that can be problematic with improper use of technology.

Motion by Mr. Wheeler and seconded by Ms. Lebrun to approve updated Employment Policy, Holidays Policy, Leave Policy, Travel Approval and Reimbursement – Employees Policy and Use of SDSTA Technology Resources and Internet Policy as presented. Motion passed unanimously.

ITEM 10B. ANNUAL STATEMENTS AFFIRMING COMPLIANCE WITH FINANCIAL CONFLICT OF INTEREST POLICY

Chairperson Peterson asked the board if everyone has signed their annual Conflict of Interest form. Ms. Knight confirmed she has received signed forms from all board members.

ITEM 11. REPORT FROM NOMINATING COMMITTEE

Mr. Dykhous said he met with Mr. Musick on May 24, 2022, to discuss nominations as presented by their Nominating Committee Report, included in the board packet. He said the nominations include: Mr. Casey Peterson as chairperson, Mr. Dana Dykhous as vice-chairperson, and Ms. Pat Lebrun as secretary/treasurer. Chairperson Peterson asked for additional nominations and none were made.

ITEM 12. ELECTION OF OFFICERS

Chairperson Peterson called for a motion to elect the slate of officers recommended by the nominating committee.

Motion by Mr. Wheeler and seconded by Dr. Fall to elect Casey Peterson as Chairperson, Dana Dykhous as Vice Chairperson, and Patricia Lebrun as Secretary/Treasurer. Motion passed unanimously.

ITEM 13. EXECUTIVE SESSION

Motion by Dr. Fall and seconded by Mr. Dykhous to enter into executive session to discuss personnel matters and to consult with legal counsel concerning legal and contractual matters as permitted by SDCL 1-25-2(1), (3) and (4) and 19-19-502. Motion passed unanimously.

The board recessed at 9:40 AM for a ten-minute break followed by executive session.

Mr. Wheeler left the meeting at 11:30 AM.

The board reconvened in open session at 11:36 AM.

ITEM 14. REPORT FROM EXECUTIVE SESSION

Chairperson Peterson reported that the board discussed contractual matters and consulted with legal counsel concerning legal and contractual matters. No action was taken.

Motion by Dr. Fall and seconded by Mr. Dykhous to approve the executive session report. Motion passed unanimously.

ITEM 15. APPROVAL OF FY2023 OFFICE OF RISK MANAGEMENT INTERGOVERNMENTAL AGREEMENT

Mr. Headley said SDSTA has an agreement with the Office of Risk Management (ORM) for the annual update to the Intergovernmental Agreement and it is presented in the board packet. He said ORM requested one update to section I. Remedies – Enforcement, allowing ORM to terminate the agreement if an acceptable agreement relating to insurance issues is not reached. Mr. Headley requested approval to sign the agreement as discussed. Mr. Engel did not participate in the discussion of the agreement.

Motion by Mr. Dykhouse and seconded by Ms. Lebrun to approve the FY2023 Intergovernmental Agreement between the Bureau of Administration, Office of Risk Management of the State of SD and SDSTA and authorize the SDSTA executive director to sign the agreement. Motion passed unanimously.

ITEM 16. CONFIRM DATE AND TIME OF NEXT MEETING

Chairperson Peterson reminded the board of the next meeting, scheduled for Thursday, September 22, 2022, at 8:00 AM (MT) in the E&O Conference room and via Zoom.

ITEM 17. PUBLIC COMMENTS

Chairperson Peterson said he did not receive any public comment request forms during the meeting and there was no one present in the room asking to provide public comment.

ITEM 18. BOARD COMMENTS

Mr. Dykhouse said thank you for a productive meeting covering several significant issues, thank you for everyone's time and he looks forward to seeing everyone in person in September.

Dr. Fall said it was a great meeting and he learned a lot.

Ms. Lebrun said it was a good meeting and progress continues to be made. She said she has been thinking of how far SDSTA and SURF have come in the last 10 years. She said we don't often think about it, because the changes seem to be incremental on a day-to-day basis, but looking back year-to-year, it's very substantial. Ms. Lebrun said thank you to Mr. Headley and all his staff for making so many things possible.

Mr. Musick said it was a very good meeting, thank you for your hard work and keeping us well informed.

Dr. Rankin said he appreciates the Artist-in-Residence, the Visitor Center, updates on the construction of LBNF and all the exciting things going on at SURF. He said it's a pleasure to be part of it.

Mr. Engel said thank you, Mr. Chairperson and thank you for the raise. He said, as always, he appreciates the opportunity and it's almost always fun and exciting.

Mr. Headley thanked the board members for their continued support and said it's amazing to have the board in our corner helping us move forward. He thanked Ms. Knight and Ms. Wheeler for helping with meeting logistics, and thanked the team, noting the past year being one of the busiest so far and amazing things happening all the time.

Chairperson Peterson said thank you to Mr. Headley and the team for taking on so much, including the ISO certification, and they keep stretching to make everything work. He said thank you to the board members, the audit committee and the nominating committee for their attention, attendance and great ideas and conversation. He called out PREMIER Bank to say thank you for the consistency in sponsorships, saying it does not go unnoticed. Chairperson Peterson said it was a great meeting, and even when there are issues to look at, we keep surmounting them. He wished everyone well.

ITEM 19. ADJOURN

Chairperson Peterson called for a motion to adjourn.

Motion by Dr. Fall and seconded by Mr. Dykhouse to adjourn. Motion passed unanimously.

Meeting adjourned at 11:43 AM (MT) on June 16, 2022.

**South Dakota Science and Technology Authority Board of Directors
Special Telephonic Meeting Minutes
Friday, July 22, 2022
Lead, South Dakota**

The Board of Directors of the South Dakota Science and Technology Authority (SDSTA) convened at 8:00 a.m. Mountain Time (MT) on Friday, July 22, 2022, via videoconference. A conference number and login were posted on the agenda with an invitation for members of the public to participate in the meeting electronically.

MEMBERS OF THE BOARD IN ATTENDANCE BY VIDEO CONFERENCE OR TELEPHONE

Dr. Chris Fall
Secretary/Treasurer Pat Lebrun
Mr. Roger Musick
Chairperson Casey Peterson
Mr. Ron Wheeler

MEMBERS OF THE BOARD ABSENT

Dr. Ani Aprahamian
Vice-Chairperson Dana Dykhouse
Dr. James Rankin, *ex-officio member*

SDSTA STAFF IN ATTENDANCE

Mr. Tim Engel, General Counsel (by video conference)
Ms. Julie Ewing, Environment, Safety and Health (ESH) Director
Mr. Mike Headley, Executive Director (by video conference)
Ms. Mandy Knight, Administrative Services Manager
Ms. Natasha Wheeler, Administrative Assistant (by phone)

ALSO PRESENT DURING THE MEETING

Ms. Wendy Pitlick, Black Hills Pioneer Journalist (by video conference)

ITEM 1. CALL TO ORDER

ITEM 1A. DETERMINATION OF A QUORUM

Chairperson Casey Peterson called the meeting to order at 8:00 a.m. (MT). Chairperson Peterson declared a quorum was present, consisting of board members Ms. Pat Lebrun, Dr. Chris Fall, Mr. Roger Musick, Chairperson Casey Peterson and Mr. Ron Wheeler. Dr. Ani Aprahamian, Mr. Dana Dykhouse and Dr. James Rankin were absent.

ITEM 1B. INTRODUCE GUESTS (LISTENING POST IN LEAD)

Guests present at the Lead Office listening post included: Ms. Julie Ewing, Ms. Mandy Knight and Ms. Natasha Wheeler. Mr. Tim Engel, Mr. Mike Headley and Ms. Wendy Pitlick joined by video conference.

ITEM 1C. PUBLIC COMMENT FORM

Chairperson Peterson said no public comment forms were submitted before the meeting.

ITEM 2. APPROVE AGENDA

Chairperson Peterson asked for a motion to approve the agenda.

Motion by Mr. Musick and seconded by Ms. Lebrun to approve the agenda as presented. The motion passed unanimously.

ITEM 3. GENERAL CONFLICT OF INTEREST DISCLOSURE

Mr. Engel asked if any member of the board, who feels they have anything that might be construed to be a conflict of interest with respect to matters under consideration by the Board today, to disclose it verbally.

No conflicts of interest were disclosed.

ITEM 4. EXECUTIVE SESSION

Motion by Mr. Wheeler and seconded by Mr. Musick to enter into executive session to consult with legal counsel concerning legal and contractual matters as permitted by SDCL 1-25-2(3) and (4) and SDCL 19-19-502. Motion passed unanimously.

The board went into executive session at 8:04 AM.

The board reconvened in open session at 8:35 AM.

ITEM 5. REPORT FROM EXECUTIVE SESSION

Chairperson Peterson reported that the board consulted with legal counsel concerning legal and contractual matters. No action was taken.

Motion by Mr. Wheeler and seconded by Dr. Fall to approve the executive session report. Motion passed unanimously

ITEM 6. APPROVAL OF ADDENDUM TO LAND USE AGREEMENT BETWEEN THE SDSTA AND KAJV

Mr. Headley said SDSTA and Kiewit Alberici Joint Venture (KAJV) have a land use agreement in place for the conveyor system that crosses SDSTA property into the Open Cut. He said an addendum is being proposed to support dust control measures, allowing for a helicopter, operated by a KAJV subcontractor, to use an area near the Wastewater Treatment Plant (WWTP) to fill a bucket with dust-covering material to be applied into the Open Cut. Mr. Headley said a flight path has been developed that will not go over any residential area. A provision has been included to hold KAJV and their subcontractor responsible for any cleanup if material is dropped between the staging area near the WWTP and the Open Cut. Mr. Headley said a contract action needs to be finalized between Fermilab and KAJV, but the proposed land use agreement addendum is ready for approval. Mr. Headley recommended approval by the SDSTA Board of Director for the proposed addendum.

Chairperson Peterson asked if there is potential for delay to the project since the subcontractor is a fire-fighting contractor that could be called away to a fire. Mr. Headley said yes, it is a potential risk, but the project is working hard to complete the work before the winter season.

Ms. Lebrun noted that a fire-fighting agency should have the experience required to operate a helicopter in the downdraft conditions that may exist in the mountainous area of the Open Cut and Mr. Headley concurred.

Mr. Wheeler asked about the timeline of the project and Mr. Headley said it should be completed within a day if weather conditions are favorable.

Mr. Engel commented that the subcontractor is well-insured.

Ms. Lebrun asked if the helicopter-applied product will require future applications and Mr. Headley said although it is possible, rock that is now going into the Open Cut has a tackifier applied before it is released, and the helicopter is being used to address dust associated with rock that was deposited without tackifier before dust mitigation procedures were in place.

Motion by Mr. Wheeler and seconded by Mr. Musick to authorize the chairperson, executive director and legal counsel to negotiate the final terms of the Addendum to the Land Use Agreement between the South Dakota Science and Technology Authority and Kiewit Alberici Joint Venture and authorize the executive director to sign the Addendum. Motion passed unanimously.

ITEM 7. APPROVAL OF RELEASE RELATING TO ORO HONDO SHAFT

Mr. Headley said Fermilab, working with Thyssen Mining, constructed a bore hole for underground ventilation between the 4850L and 3650L, to exhaust air from the Long Baseline Neutrino Facility (LBNF) area to the surface, using the Oro Hondo Shaft. Mr. Headley said the bore hole construction was successful, including a final step to remove a wall to open a pathway between the Oro Hondo Shaft and 3650L for airflow, but removal of the wall revealed a second wall that was not a previously known structure at that location. Mr. Headley said the second wall needs to be removed and project managers have determined the best option to remove the wall is to use a small amount of explosives. He said some material is expected to fall down the Oro Hondo Shaft and Thyssen Mining has requested a release of any legal liability from the wall removal process. Mr. Headley said Tim Engel has had extensive discussions with LBNF, and Mr. Headley recommended approval by the board to allow for the release of Thyssen Mining from liability related to this action.

Motion by Ms. Lebrun and seconded by Mr. Musick to authorize the chairperson, executive director and legal counsel to negotiate final terms of the release and authorize the executive director to sign the release. Motion passed unanimously.

ITEM 8. PUBLIC COMMENTS

Chairperson Peterson said he did not receive any public comment request forms and there were no questions from the public.

ITEM 8. BOARD COMMENTS

Chairperson Peterson said the next regularly scheduled board meeting is Thursday, September 22, 2022, at 8:00 AM (MT) in the E&O Building Conference Room and via Zoom.

Dr. Fall said he is glad to see everything moving forward.

Mr. Headley thanked everyone for their time, attending the meeting and getting these items wrapped up.

Chairperson Peterson thanked everyone for their time and helping the team move projects along between quarterly meetings.

ITEM 7. ADJOURN

Motion by Mr. Musick and seconded by Ms. Lebrun to adjourn. The motion passed unanimously.

Meeting adjourned at 8:46 AM. (MT) on July 22, 2022.

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Conflict of Interest Disclosure—Mr. Tim Engel

Invite members of the board to disclose anything that might be construed to be a conflict of interest relative to their role on the board.

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Disclosures Under SDCL CH. 3-23—Mr. Tim Engel

Recommended Action:

Motion to approve or deny as appropriate.

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Amendment of SDSTA By-Laws—Mr. Tim Engel

Attached is the amended SDSTA By-Laws dated September 22, 2022

See recommended motion below.

Recommended Action:

Motion to approve SDSTA By-Laws as amended and presented.

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AMENDED AND RESTATED BY-LAWS
OF
SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY
(as of ~~September 18~~, 20~~14~~22)

ARTICLE I.

NAME, PRINCIPAL OFFICE AND SEAL

Section 1. Name. The name of this Authority, a public body politic and corporate, shall be SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY (SDSTA), as provided in SDCL Ch. 1-16H.

Section 2. Principal Office. The principal office of the SDSTA shall be located at the City of Lead, Lawrence County, South Dakota. The SDSTA may have such other offices within the State of South Dakota as the Directors designate or as the business of the SDSTA may require.

Section 3. Seal. The corporate seal of the SDSTA shall be a circular disk having inscribed around the periphery thereof the words, "South Dakota Science and Technology Authority", and in the center the word, "Seal."

ARTICLE II.

BOARD OF DIRECTORS

Section 1. Membership of the Board. The Board shall consist of seven voting members to be appointed by the Governor and the President of the South Dakota School of Mines and Technology as an ex-officio, non-voting member. Not all Directors shall be of the same political party.

Section 2. Terms of Office. The terms of the voting members of the Board shall be six (6) years.

Section 3. Vacancies and Reappointments. Any person appointed to fill a vacancy on the Board of Directors shall serve for the unexpired term of his predecessor. All voting Directors shall be eligible for reappointment.

Section 4. Removal. Any Director may be removed by the Governor for cause, including incompetence, neglect of duty or malfeasance in office.

Section 5. Powers. The Board of Directors of the SDSTA shall possess and exercise all of the powers granted by SDCL Ch. 1-16H in Senate Bill 216 as adopted by the South Dakota Legislature, as signed and approved by the Governor on February 11, 2004 (the "Act"), as the same has been or hereafter may be amended, and by all other laws consistent with said Act and as may be necessary to effectuate the purpose of said Act.

Section 6. Indemnification of Directors.

Section 6.1. The SDSTA shall indemnify and hold harmless any person, including Directors, officers, members of committees, employees, agents, and their heirs, executors, administrators, representatives and successors, who was or is a party or is threatened to be made a party to any threatened proceedings or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the SDSTA) by reason of the fact that he or she is or was a

Director, officer, employee or agent of the SDSTA, or is or was serving at the request of the SDSTA as a Director, officer, employee or agent of another authority, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding if he or she acted in good faith and within the scope of his or her functions and duties on behalf of the SDSTA and in a manner not constituting willful and wanton misconduct by such individual and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner not constituting willful and wanton misconduct by such individual and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 6.2. The SDSTA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the SDSTA to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the SDSTA, or is or was serving at the request of the SDSTA as a director, trustee, officer, employee or agent of another

authority, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner not constituting willful and wanton misconduct by such individual, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable for willful and wanton misconduct in the performance of his or her duty to the SDSTA unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Section 6.3. To the extent that a Director, officer, employee or agent has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.1 or 6.2, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.

Section 6.4. Except in a situation governed by Section 6.3, any indemnification under Section 6.1 or 6.2 (unless ordered by a court) shall be made by the SDSTA only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she

has met the applicable standard of conduct set forth in Section 6.1 or 6.2. Such determination shall be made (a) by a majority vote of the Directors of the SDSTA acting at a meeting at which a quorum consisting of directors who were not parties to such action, suit or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the SDSTA) in a written opinion, or (c) an action is brought before any Circuit Court in South Dakota and a determination is made that indemnification is proper because he or she has met the standard of conduct in Section 6.1.

Section 6.5. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the SDSTA in advance of the final disposition of such action, suit or proceeding as authorized by the Directors, whether a disinterested quorum exists or not.

Section 6.6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under these Bylaws, any agreement, vote of members, any insurance purchased by the SDSTA, or otherwise both as to action in his or her official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit

of the heirs, executors, and administrators of such a person.

Section 6.7. The SDSTA may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the SDSTA, or is or was serving at the request of the SDSTA as a director, trustee, officer, employee or agent of another authority, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the SDSTA would have the power to indemnify him or her against such liability under the provisions of this Article or of the laws of the State of South Dakota. Anything in this Article II, Section 6 to the contrary notwithstanding, the SDSTA's obligation to indemnify as provided for in this Article II, Section 6 is limited to the extent to which the SDSTA has insurance coverage available to cover and pay any such obligation.

Section 7. Committees. There shall be three standing committees and such ad hoc committees as the Board or the Chairperson deem necessary and appropriate from time to time. The Audit Committee shall review and report to the Board on the budget and finances of the authority, arrange for and report on audits of the SDSTA's books and records and perform such other duties as may be assigned from time-to-time by the Board or the Chairperson or as set out in a charter approved by the Board. The Audit Committee may retain legal counsel, auditors and such other consultants as it deems necessary to perform its duties. The Nominating Committee shall make

nominations for the various offices of the SDSTA. ~~The Personnel Committee shall review and report to the Board on matters relating to employees and personnel, including employee policies and salaries and shall perform such other duties as may be assigned from time-to-time by the Board or the Chairperson.~~ The Chairperson shall determine the number of members of each committee and make appointments to the committees.

Commented [TE1]: I don't think this committee is active? Maybe its never been activated?

Commented [MH2R1]: I don't recall every having a personnel committee. I suggest we remove this.

Section 8. Compensation and Expenses. Voting members of the Board shall be compensated from SDSTA funds as provided in SDCL 1-16H-7 and 4-7-10.4. Voting members of the Board shall be reimbursed at such rates as are established from time-to-time by the South Dakota Board of Finance for necessary expenses, including travel and lodging expenses, incurred in connection with the performance of their duties as Board members.

ARTICLE III.

OFFICERS OF THE SDSTA

Section 1. Officers and Election of Officers. The officers of the SDSTA shall be a Chairperson, ~~two~~one or more Vice-Chairpersons and a Secretary-Treasurer, all of whom shall be members of the Board of Directors. Officers shall be elected annually by the Directors at the annual meeting. All duly-elected officers shall hold office until their successor has been duly elected and qualified.

Section 2. Chairperson. The Chairperson of the SDSTA shall preside at all meetings of the SDSTA, have general supervision over the affairs of the SDSTA and shall perform such other duties as shall

be necessary or desirable by reason of his or her position as Chairperson, or as may be assigned by resolution of the SDSTA, duly adopted by at least four Directors, at a meeting held pursuant to these By-Laws. The Chairperson may assign specific tasks to other officers of the Board; the Chairperson shall report any such assignment to the full Board.

Section 3. Vice-Chairperson. The Vice-Chairperson so designated by the Board shall perform all duties incumbent upon the Chairperson during the absence or disability of the latter, and each Vice-Chairperson shall perform such other duties as shall be assigned by resolution of the SDSTA, duly adopted by at least four Directors, at a meeting held pursuant to these By-Laws.

Section 4. Secretary-Treasurer. The Secretary-Treasurer shall be responsible for the funds, books and records of the SDSTA, and shall perform such other duties as shall be assigned by resolution of the SDSTA, duly adopted by at least four Directors, at a meeting held pursuant to these By-Laws.

ARTICLE IV.

MEETINGS

Section 1. Annual Meetings. The annual meeting of the SDSTA shall be held during the month of June at such time and date, and in such place, as may be designated by the Board of Directors.

Section 2. Special Meetings. A special meeting of the SDSTA may be held upon call by the Chairperson, the Executive Director or any four (4) Directors of the SDSTA upon at least forty-eight (48)

Commented [MH3]: Does this meet the open meetings laws requirements? 72 hours?

hours' notice to each Director, which notice may be waived so long as such a waiver is provided by all Directors. Such notice shall

specify the time and place and general purpose of the meeting and shall be given to each Director, either personally, or by telefax, United States mail or contract carrier (if by United States mail or contract carrier, notice shall be deemed adequate if deposited in the United States mail or delivered to the contract carrier 72 hours or more before the meeting) or by email (if the email is acknowledged by the Director by email, including by automated return receipt); provided, however, that at any meeting at which all of the directors of the SDSTA are present, notice of the time and place and purpose of the meeting shall be deemed waived.

Section 4. Quorum. Four voting Directors shall constitute a quorum. The affirmative vote of no less than four voting Directors shall be necessary for any action taken by the SDSTA. Except as otherwise provided herein or in the Act, a vacancy among the membership of the Board shall not impair the right of a quorum to exercise all the rights and perform all the duties of the SDSTA.

Section 5. Electronic Meetings. Any regular or special meeting of the Directors may be held by telephone, video link, via the Internet or via any other electronic medium, provided that all of the participants can fully participate in the meeting, and further provided that an appropriate, reasonably convenient place is made available for the public to monitor the meeting.

Section 6. Open Meetings. Anything in these By-Laws to the

Commented [TE4R3]: Special meetings can be held on shorter notice as long as the circumstances (e.g., an emergency) justify the shorter notice; this provision only applies to special meetings.

contrary notwithstanding, except as otherwise required or permitted by the Act, all meetings of the Board shall be open to the public, and notice thereof shall be given, as required by SDCL Ch. 1-25, ~~except as otherwise permitted or required by the Act.~~

ARTICLE V.

ADMINISTRATIVE PERSONNEL

Section 1. Executive Director. The SDSTA may employ an Executive Director ~~and Assistant Executive Director~~ upon such terms and conditions as the SDSTA shall deem proper. The Executive Director shall have general and active supervision, control and management of the affairs and business of the SDSTA, subject to the orders and resolutions of the SDSTA and supervision of the Chairperson. The Executive Director shall have general supervision and direction of all agents and employees of the SDSTA and shall see that all orders and resolutions of the SDSTA are carried into effect.

Commented [TE5]: Should this be deleted or revised?

Commented [MH6R5]: delete it.

Section 2. Delegation of Duties. Whenever an officer is absent or whenever for any reason the Directors may deem it desirable, the board may delegate the powers and duties of an officer to any other officer or officers or to any Director or Directors.

Section 3. Other Personnel. The SDSTA may employ consulting engineers, architects, attorneys, accountants, construction and financial experts, superintendents, managers, and such other employees and agents as may be necessary in its judgment, and fix their compensation.

Section 4. Bond. The Executive Director and such other

officers or employees as the Board may from time-to-time designate shall execute a bond in the penal sum of \$100,000 or, in lieu thereof, the Chairperson of the SDSTA shall execute a blanket bond covering each Director, the Executive Director and the employees or other officers of the SDSTA, each bond to be conditioned upon the faithful performance of the duties of the office or offices covered and shall be executed by a surety company authorized to transact business in this state and filed in the office of the Secretary of State. In lieu of the purchase of bonds, the SDSTA may purchase insurance providing the same general protection as the above-mentioned bonds, with a limit of liability not less than the amount set forth above. The cost of such bonds or insurance shall be paid by the SDSTA.

ARTICLE VI.

ADMINISTRATION

Section 1. Annual Audit and Accounting Procedure. The SDSTA may cause an audit of its books to be made at least once each year by an auditor or auditors designated by the Board of Directors, and the cost thereof shall be paid as a part of the administrative costs of the SDSTA.

Section 2. Documents. The Executive Director shall keep a record of the proceedings of the SDSTA and shall be custodian of all books, documents and papers filed with the SDSTA, the minute book or journal of the SDSTA, and its official seal. The Executive Director may cause copies to be made of all minutes and other records and

documents of the SDSTA and may give certificates under the official seal of the SDSTA to the effect that such copies are true copies, and all persons dealing with the SDSTA may rely upon such certificates.

Section 3. Execution of Documents. Unless the Directors otherwise direct in the action approving the document, All contracts and all agreements entered into by the SDSTA may shall be executed by the Executive Director or by an officer , unless the Directors by resolution otherwise direct, be executed on behalf of the SDSTA by any officer of the Board of Directors authorized so to do by a general motion or resolution adopted by the Board.

~~Nothing in these By-Laws shall be deemed to limit in any manner the right of the Directors by resolution adopted at a meeting to designate other or different officers to execute a specified document or documents at any time.~~

The Directors and officers of the SDSTA shall be permitted by resolution to use facsimile or electronic signatures where such are not prohibited by any rule of law.

Section 4. Fiscal Year. The SDSTA shall operate on a fiscal year basis beginning July 1 of each year and ending June 30 of the next succeeding year.

Section 5. Payments. All bills, notes, checks or other instruments for the payment of money shall be signed and countersigned by such officers and in such manner as may be prescribed by resolution of the Directors.

Section 6. SDSTA Action. Any action taken by the SDSTA under

the Act may be authorized by motion or resolution at any regular or special meeting, and each such motion or resolution shall, unless otherwise provided therein or as required by applicable law, take effect immediately and need not be published or posted.

ARTICLE VII.

ANNUAL REPORT

The SDSTA shall keep an accurate account of all its activities and of all its receipts and expenditures and shall annually in the month of November, make a report thereof to the Directors, the Governor's Office of Economic Development and the Legislature.

ARTICLE VIII.

AMENDMENT

These By-Laws may be amended by the affirmative vote of at least four Directors of the SDSTA at any regular meeting, provided ten (10) days' previous written notice of the proposed amendment has been given to all Directors. Such notice may, however, be waived if unanimous consent is given to the adoption of the amendment.

Adopted as amended and restated this 19th day of September, 201422.

Chairperson

(SEAL)

ATTEST:

Secretary/Treasurer

SURF Foundation—Mr. Mike Headley

SURF Foundation (SURFF) report:

- A. Foundation status update—*informational*.
- B. Qualifications of proposed interim foundation director—*informational*.
- C. Report and recommendations on comparable entities/salaries—*see recommended motion below*.
- D. Recommendation to offer position of interim Foundation Director to Priscilla Romkema with compensation at an hourly rate not to exceed \$156,000.00 on an annualized basis—*see recommended motion below*.
- E. Approve expenditure for sacred circle garden construction—*see recommended motion below*.
- F. Approve contract for construction of sacred circle garden—*see recommended motion below*.

Recommended Action:

(7C.) *Motion to adopt executive director's report on comparable non-profit executives and to concur with his recommendation of the most comparable positions to the Foundation's Interim Foundation Director position and salary range of \$120,000.00 to \$185,000.00 annually. (roll call vote)*

(7D.) *Motion to authorize the Executive Director to enter into a new part-time consulting contract with Priscilla Romkema for the position of interim Foundation Director at an hourly rate of \$75.00 per hour, which is equivalent to an annual salary of \$156,000, with a total contract sum not to exceed \$12,750.00. This compensation would be entirely in consideration of her services as interim Foundation Director.*

(7E.) *Motion to expend \$125,000.00 of SDSTA funds for design and construction of the Sacred Circle Garden.*

(7F.) *Motion to authorize the executive director to negotiate and execute a construction contract with RCS Construction for a sum not to exceed \$615,000.00 as presented, subject to Sanford Underground Research Facility Foundation approval of funding in an amount of not less than \$500,000.00.*

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Priscilla Y. Romkema, PhD

Associate Professor Emeritus

230 Fairway Drive, Spearfish, SD 57783

priscillaromkema@gmail.com

605-645-2714

EDUCATION

Ph.D. in Education-University of Wyoming, Laramie, WY; 1987

M.S. in Business Education-University of Wyoming, Laramie, WY; 1985

B.S. in Instrumental Music-Black Hills State College, Spearfish, SD; 1979

Graduated Summa Cum Laude (three years)

Completed additional coursework in business and education following graduation

Completed student teaching (in business) in fall 1981

PROFESSIONAL EXPERIENCES

Consulting with Black Hills State University (BHSU) and Monument Health Foundation

(March 2022 – present)

Current and Recent Consulting Arrangements:

- **Black Hills State University:** Representing (currently) BHSU on the planning and hosting team of *Fuel the Growth* – 2022, a basic economic development course hosted by BHSU and sponsored by the South Dakota (SD) Governors' Office of Economic Development (GOED), Black Hills Community Economic Development/Rushmore Region Alliance, West River Foundation, and Black Hills Energy. Course will target those engaged in economic development throughout South Dakota and region and will be held from September 14-16, 2022, at Black Hills State University-Rapid City (BHSU-RC).
- **Monument Health Foundation:** Provided training to the Monument Health (MH) Foundation Development Officer who was hired to serve in the Northern Black Hills. With my background as the previous MH Foundation President and as a resident of Spearfish (Northern Hills), this onboarding provided guidance to this individual as she embarks on a capital campaign in the Northern Hills and general fundraising efforts.

Black Hills State University, Provost and VP for Academic Affairs

(late June 2020 – late July 2021)

Key Initiatives:

- advance initiatives and academic programs for purposes of recruitment and retention;
- collaborate with internal and external audiences to identify innovative teaching, research and creative opportunities for faculty and students;
- institute formal and informal mechanisms that strategically connect students with internships along with graduate school and career opportunities;
- strengthen the BHSU brand that would feature and showcase accreditations (AACSB, CAEP), recognitions and achievements along with faculty, staff and students;
- create a unique model that would strengthen and elevate academic programs and athletics, while demonstrating a firm commitment to the liberal arts;

- support, expand and increase research and grant opportunities for faculty; seek programmatic and (additional) partnership opportunities with other academic institutions and with the Sanford Underground Research Facility (SURF); and
- partner with economic development entities and the business community for purposes of career/workforce connections for students and philanthropic support of academics.

Monument Health Foundation, President - (formerly Regional Health Foundation)
(late June 2017- late June 2020)

Key Accomplishments:

- **Hired as first full-time president of the Monument Health Foundation.**
 - In this key leadership role, I worked with the Foundation team to create a *culture of engagement* through strategies and activities for the benefit of signature initiatives including Children’s Miracle Network, John T. Vucurevich Cancer Care Institute, Hospice House and hospice services, cardiac services, and market projects in the communities served.
 - Led the Foundation team that serves as the “fundraising arm” of Monument Health. Monument Health is the largest employer West River with approximately 4500 physicians and caregivers serving five markets (Custer, Lead-Deadwood, Rapid City, Sturgis, and Spearfish).
 - Created the first Monument Health Foundation Strategic Plan that aligned with the Monument Health Strategic Plan.
 - Foundation raised \$2,172,948 in FY19 and \$2,390,769 in FY18.
- **Served on the Executive Leadership Team for Monument Health.**
- **Created and launched a major fundraising event – *The Gala* –proceeds earmarked for the benefit of the John T. Vucurevich Cancer Care Institute.**
 - *The Gala – 2019* was held on August 23, 2019 (first annual) at the Rapid City Civic Center and generated \$120k in proceeds. Attendance – 420.
- **Created and launched a new professional women’s initiative in Rapid City – *We³* (Women Who Engage, Empower and Elevate) – met for a quarterly luncheon that included a three-person panel discussing a key theme. *Gathering was designed for networking, engagement, learning, and aspiring.***
 - Panel themes included *Resilience, Risk-Taking, Persistence, and Courage*. Average attendance was 25-35 key women leaders.
- **Began initial planning to create a second *We³* professional women’s initiative in Spearfish that would be scheduled to meet on a quarterly basis. *Gathering was to be designed for networking, engagement, learning, and professional growth.***
- **Collaborated with Foundation and Marketing teams to develop a philanthropic draft proposal that included three capital campaigns for the benefit of the Monument Health system.**

***Black Hills State University (BHSU),
Dean of the College of Business and Natural Sciences (2007-2017); and
Business Faculty Member,
Center for Business and Entrepreneurship Director,
Department Chair
(1997-2007)***

1997-2017

Emeritus Status and Key College Positions at BHSU:

Associate Professor Emeritus	Awarded May 2019
Dean, College of Business and Natural Sciences <i>(formerly College of Business and Technology)</i>	2007-May 2017
Director, Center for Business and Entrepreneurship	1999-2007
Chair, Management and Marketing Department	2005-2007
Business Faculty Member (taught various courses in business including International Business, Entrepreneurship/New Venture Creation, Managerial Communications)	1997-2007
Tenured	2005
Promoted to Associate Professor	2004
Hired as Assistant Professor (term 1997-1999; tenure track starting 1999)	1997

Key Accomplishments:

- **Served as Dean of the College of Business and Natural Sciences (CBNS)**
 - Managed the College budget- \$5M
 - Led and represented 50 faculty and staff as well as undergraduate and MBA and MSIG (Integrative Genomics) students in the CBNS to both internal and external audiences—formerly, named the College of Business and Technology
- **Directed and managed the School of Business Initial AACSB Accreditation effort**
 - Initial AACSB Accreditation earned in May 2014
 - Less than 5 percent of the business schools worldwide are AACSB accredited
 - Served as chair of the School of Business Strategic Planning, Accreditation, and Financial Strategies Committee
- **Provided oversight of Centers “housed” in the CBNS**
 - Center for Business, Entrepreneurship, and Tourism; the South Dakota Center for Enterprise Opportunity (women’s business center); the Center for Economic Education; the Center for the Conservation of Biological Resources
 - Served as a key leader in securing the grant to bring the women’s business center (South Dakota Center for Enterprise Opportunity-SD CEO) to Black Hills State University; SD CEO is the only women’s business center (Small Business Administration-SBA affiliated) in the state of SD; recently a second site was awarded for BHSU in Sioux Falls

- **Created or restructured boards designed for community and student input and feedback:**
 - School of Business Advisory Board (community members)
 - Dean's Business Student Advisory Board
 - Dean's Science Student Advisory Board
- **Past Service on Key Committees:** Service included Academic Planning Committee, Deans' Council, Academic Council, University Tenure and Promotion Committee

Highlights of Previous Positions and Opportunities

(1987-1997)

- Northern Michigan University** (term appointment) – instructor, Marquette, MI
- Member of summer missionary team with *International Teams*** - Austria; engaged in various activities that included working with refugees from Eastern Europe
- University of Wyoming** – assistant professor, Laramie, WY
- Missionary with *International Teams*** – Moscow, Russia, for three years in the early 1990s; select activities included the following: Russian language student; Church pianist for the Moscow Protestant Chaplaincy; Invited musician (pianist) at the U.S. Ambassador's residence on two occasions
- Independent Institute of Russian Entrepreneurship** – instructor, (part time), Moscow, Russia
- Environmental Policy and Technology Project** – training advisor (funded by USAID, managed by CH2M HILL), Moscow, Russia
- Lead-Deadwood School District** – business teacher, Lead, SD (short term; interim)
- Neoprobe Corporation** – office manager, London, England

LEADERSHIP POSITIONS AND COMMUNITY SERVICE

Current and Recent Leadership Roles and Memberships – local, regional, international

Spearfish Economic Development Corporation (SEDC) Board of Directors: Board member (January 2018-present); president-elect (starting January 2022 calendar year; will serve as president in 2023 calendar year); president (2005), vice president (2004); member (2003-2007)

Black Hills Community Bank (BHCB) Board of Directors: Board member (2019-present); member of Audit, Compensation, and Community Involvement Committees

Black Hills Area Community Foundation (BHACF) Board of Directors: Board member (February 2022-present)

Zonta Club of Spearfish: Club member (1997-present); president (2000-2001); vice president (1999-2000)

US Vice-President to SIEC for the US Chapter of the International Society for Business Education (ISBE): Board member (July 2019-July 2020)

National Business Education Association (NBEA): Association member (1997-present); president of the NBEA Board (2016-2017); past president (2017-2018); Served on the National Business Education Association (NBEA) Policies Commission for Business and Economic Education (PCBEE)

Current Memberships: National Business Education Association, International Society for Business Education, PEO, Zonta International, and the Zonta Club of Spearfish

Previous Key Leadership Roles and Opportunities with Zonta International – local, regional, international

Zonta International is a leading global organization of professionals empowering women worldwide through service and advocacy.

Zonta District 12 and Zonta International:

D12 Governor (2008-2010; states of SD, WY, CO, MT) and **Lt. Governor** (2006-2008)

Area 1 Director (2004-2006) and **Vice Area 1 Director** (2002-2004)

Zonta International Jane M. Klausman

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SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

CONTRACT FOR CONSULTING SERVICES

by and between

Priscilla Romkema
230 Fairway Drive
Spearfish, SD 57783

South Dakota Science and Technology Authority
630 East Summit Street
Lead, SD 57754
Referred to as "SDSTA"

Referred to as "Consultant"

PROJECT: SURF FOUNDATION INTERIM DIRECTOR
SDSTA Contract #2022-38

THIS CONTRACT made effective the 13th day of September 2022, is made for the described services with the Consultant for the consideration stated herein. The Consultant represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the SDSTA. Incorporated into this Contract are the following exhibits:

Exhibit A: Environment, Safety and Health Requirements
Exhibit B: Scope of Work
Exhibit C: Consultant's Proposal

In consideration of the mutual promises contained herein, the parties agree to the following:

1. Administration: **Mike Headley** (MHeadley@sanfordlab.org) shall be the SDSTA's designated representative in all matters pertaining to this Contract. **Priscilla Romkema** (priscillaromkema@gmail.com) shall be the Consultant's designated representative in all matters pertaining to this Contract.
2. Applicable Law/Jurisdiction: This Contract shall be governed and interpreted according to the laws of the State of South Dakota, and the appropriate forum for any litigation or other dispute resolution pertaining to this contract shall be decided in the state courts of South Dakota. The parties consent to the jurisdiction of such court and hereby waive any claims of lack of personal jurisdiction or inconvenience of the chosen forum.
3. Assignment: This Contract, or any part thereof, may not be assigned, transferred, or subcontracted by the Consultant without the prior written consent of the SDSTA. The Consultant shall not engage the services of any subcontractors without the prior written consent of the SDSTA.
4. Contract Sum: For performance of the work specified in the Contract Documents, SDSTA will reimburse Consultant for time and materials as specified in Consultant's Proposal, attached hereto as Exhibit C. In no event may the total amount paid to Consultant for services during the term of this Contract exceed **TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$12,750)**.

Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location.
5. Contract Term: This Contract shall commence on **September 26, 2022**, and shall terminate on **December 21, 2022**, unless terminated earlier as provided in this Contract.
6. Insurance: **[Intentionally Omitted]**

7. Conflict of Interest: No officer or employee of the SDSTA shall participate in any decision relating to this Contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the SDSTA shall have any interest, direct or indirect, in this Contract or its proceeds.
8. Confidentiality: All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by Consultant, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with Consultant's performance under this Contract are confidential and the Consultant, its owners, officers, employees, agents, consultants, suppliers, and subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the SDSTA.
9. Contract Validity/Severability: In the event that any court of competent jurisdiction shall hold any provision of this Contract unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
10. Debarment or Suspension: By signing this Contract, the Consultant certifies to the best of its knowledge and belief that it and all persons associated with the Contract, including persons or corporations who have critical influence on or control over the Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
11. Entire Contract: This Contract sets forth the entire agreement between the parties and replaces and supersedes all prior arrangements on the subject, whether oral or written, expressed or implied. Documents, information and data provided to the SDSTA pursuant to the terms of this Contract may be subject to examination and review by representatives of the Homestake Mining Company of California pursuant to the terms of the Property Donation Agreement or by representatives of federal, state or local governmental entities, including, but not limited to, the South Dakota Department of Legislative Audit. Anything elsewhere in this Contract to the contrary notwithstanding, any such documents, information or data may become public records open to public inspection.
12. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such clauses may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, strikes, embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
13. Headings: The headings in this document are for convenience of reference only and do not define, describe, extend, or limit the scope or intent of this Contract, or the scope or intent of any provision contained in this Contract, and thus shall not be used in interpretations of this Contract. Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." Whenever this Contract refers to a number of days, unless otherwise specified such number refers to calendar days. The wording of this Contract shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against any party.
14. Indemnification: Consultant agrees to hold harmless and indemnify the 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 Consultant, but only to the extent of such negligence, misconduct, error or omission. This section does not require the Consultant to indemnify the SDSTA or 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 the SDSTA, the State of South Dakota or their officers, agents or employees.
15. Independent Consultant: Consultant warrants that it is regularly engaged in business of which the services provided in this Contract are typical. The parties understand that the SDSTA will file annual information returns as required by the Internal Revenue Service with copies sent to Consultant. Consultant will be responsible for compliance with all applicable laws, rules, and regulations involving but not limited to, employment, labor, worker's compensation,

hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including other applicable contributions as required by law.

16. Licensing: Consultant shall secure in its name and at its expense all federal, state, and local licenses and permits required for completion of work under this Contract. Consultant shall provide proof of such licensure or permit to the SDSTA upon request.

17. Modification: This Contract may be modified or amended only in writing signed by both parties. The SDSTA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly.

18. Non-Discrimination: Consultant shall not discriminate and shall comply with applicable laws and SDSTA policies prohibiting discrimination on the basis of race, color, religion, national origin or citizenship status, age, disability, or veteran status. The SDSTA encourages the employment of individuals with disabilities.

19. Notice: All notices, demands and other communications required by this Contract shall be in writing and shall be deemed to have been duly given if emailed, personally delivered or mailed first class, postage prepaid:

• **If to Consultant:**

Priscilla Romkema
230 Fairway Drive
Spearfish, SD 57783
pricillaromkema@gmail.com

• **If to SDSTA:**

Mike Headley
Executive Director
630 East Summit Street
Lead, SD 57754
MHeadley@sanfordlab.org

Timothy M. Engel
Counsel for the SDSTA
503 S. Pierre Street, P.O. Box 160
Pierre, SD 57501

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

20. Ownership of Documents: Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by the SDSTA, its consultants, employees, contractors and agents to the Consultant for the Consultant's performance of its obligations under this agreement are the property of the SDSTA. They are to be used only with respect to this project and are not to be used for any other project. The Consultant may not retain any such document for its own use, nor disseminate these materials to any person or entity nor may the Consultant use these materials for purposes other than work for the SDSTA, without the express written approval of the SDSTA. The SDSTA shall not unreasonably withhold such approval for dissemination of these materials to subcontractors and suppliers. All documents covered by this article shall be delivered to the SDSTA Representative at the completion of the work.

21. Project Deliverables: Consultant will provide all working documents relevant to the contract scope upon contract termination or completion including drawings, specifications, software files, and other instruments of service. Reuse of any documents pertaining to this project by the SDSTA on extensions of this project or on any other project shall be at the SDSTA's risk. The SDSTA agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the SDSTA or by other acting through the SDSTA.

22. Payments to Consultant: SDSTA shall make payments on a monthly basis for work accomplished in accordance with this Contract. Payment will be made upon receipt of Invoice or Payment Request Form. Invoices or Payment Request Forms are to be addressed to South Dakota Science and Technology Authority, 630 East Summit Street, Lead, SD, 57754, and may be submitted by email to: ap@sanfordlab.org. If possible, invoices are to be submitted to the SDSTA on the 3rd

day of the month for work performed in the previous month. Invoices received after the 3rd day of the month will be considered to have been received the following month. Final Invoices or Payment Request Forms must be received within thirty days of completion of this Contract. No payments will be made for invoices received later than thirty days past the ending date of this Contract.

Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location. Lodging expenses will be reimbursed at FTR rates or the actual lodging cost, whichever is less; airfare shall be reimbursed at the actual cost of a coach class ticket. No additional burdens or overheads will be applied to travel expense reimbursements.

23. Safety: Consultant's responsibility for project safety is attached hereto as Exhibit A, and incorporated herein by reference.

24. Publicity, Publication: Unless otherwise provided by law or the SDSTA, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with SDSTA funds shall vest with the SDSTA. Consultant shall at all times obtain the written approval of the SDSTA before Consultant makes any statement bearing on the work performed or data collected under this Contract to the press, or issues any material for publication through any medium of communication. If Consultant publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the SDSTA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the publication.

25. Record Keeping, Audit, and Inspection of Records: Consultant shall maintain books, records, and other compilations of data pertaining to the requirements of this Contract to the extent and in such detail as shall properly constitute claims for payment. All such records shall be kept for a period of seven years or for longer period if specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit, or other such action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The SDSTA or the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of Consultant's data pertaining to this Contract. Such access shall include on-site audits.

26. Scope of Work: The Consultant agrees to perform the Scope of Work as described in Exhibit B, hereby incorporated by reference.

27. Termination:

A. The SDSTA may terminate this Contract at any time without cause, in whole or in part, upon giving Consultant notice of such termination. Upon such termination, Consultant shall immediately cease work and remove from the project site all of its labor forces and such of its materials as the SDSTA elects not to purchase or to assume. Consultant shall receive as full compensation for termination and assignment all amounts then otherwise due under the terms of this Contract, and amounts due for work performed subsequent to the latest request for payment through the date of termination.

B. If Consultant is in default under the provisions of this Contract, the SDSTA may, without prejudice to any other right or remedy and upon written notice to the Consultant, terminate the Contract.

28. Professional Judgment: Consultant intends to serve as the SDSTA's professional representative for those services as defined in this agreement and to provide advice and consultation to the SDSTA as a professional exercising the same degree of care and skill as would be exercised by others in the same profession in South Dakota. Any opinions of probable project cost, approvals, and other decisions made by Consultant for the SDSTA are rendered on the basis of experience and qualifications and represent Consultant's professional judgment.

IN WITNESS HERETO, the parties signify their agreement by signatures affixed below on the day and year above first written.

CONSULTANT

**SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY**

By: _____
Priscilla Y. Romkema, PhD Date _____
Consultant

Mike Headley
Executive Director

Date

EXHIBIT A
ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS –
A/E SERVICES / INFORMATION CONSULTANT'S
RESPONSIBILITY FOR PROJECT SAFETY

1. The requirements contained herein are specifically related to the Environment, Safety and Health (ESH) associated with the performance of the consulting work for this contract and focused on protecting the Consultant's and the environment in which they work. These requirements are not intended to infer any responsibility for the work performed to construct or utilize the work product of this contract, nor to replace codes and standards used in the design process.

2. Consultant recognizes the importance of performing the work in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the Project, including materials and equipment incorporated into the Project or stored on-site or off-site. Consultant assumes responsibility for following all ESH precautions and programs related to the performance of the Project.

3. Consultant shall comply with all legal and Owner-specific reporting requirements relating to ESH set forth in the Contract Documents. The Consultant will verbally notify any injury, loss, damage, or accident arising from the work to Owner's Representative and to the Safety Point of Contact (POC), to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project. All persons injured while working at the Sanford Lab will be immediately evaluated, and treated as necessary, by a medical professional before returning to work. Consultant will also immediately notify Owner of any failure to comply with state and federal environmental laws, rules, and regulations.

4. Consultant's responsibility for ESH under this Article is not intended in any way to relieve any of their own contractual and legal obligations and responsibilities.

ESH Requirements and Coordination

5. Safety and protection of the environment are of the utmost concern on this Contract. Safety in this context refers to the health and safety of people and the protection of the environment. Site specific safety requirements are defined in the SURF ESH Manual located at: <https://www.sanfordlab.org/esh>. MHSA compliance may be acceptable, where applicable. Costs associated with the implementation of the requirements will be borne by the Consultant.

6. If Consultant performs any work onsite at the Sanford Underground Research Facility (SURF), the Consultant shall be accompanied at all times by an Owner's representative/guide. Refer to the Owner's Facility Access Chapter.

7. Consultant owned equipment brought onsite shall be inspected and maintained prior to arriving on-site and before each use.

8. Owner shall provide required PPE for the Consultant's use if required. For safety purposes, Consultant is to wear full-length pants or jeans and sturdy-toe footwear onsite.

9. The following training is required for all Consultants prior to commencing work:

- Sanford Underground Research Facility (SURF) Surface and/or Underground Orientation Training or General Safety Basic Training, if onsite for more than 40 hours within a year.
- Any specific equipment training.
- Site specific training for environmental compliance (e.g.: spill prevention, Hazmat, storm water, etc.).

10. If the Owner perceives the Consultant has created or is exposed to an imminent danger or a non-compliance situations, the Owner will stop work until safe conditions are re-established. Such stoppages will be at the expense of the Consultant and will not add time to the completion date of the Contract. Owner reserves the right to restrict or deny access of any Consultant and/or Consultant's employee(s) to the work location.

11. Consultant agrees to assess whether any Consultant's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Consultant's work location.

12. In the event of an incident, Consultant will notify the sponsor/Owner immediately and never later than the end of day of incident. Consultant shall complete the Owner's "First Report of Incident and Investigation" form and submit to the Owner.

13. All chemicals to be used at the Owner's facility must be pre-approved by the Owner and Safety Data Sheets (SDS) must be maintained by the Consultant.

14. Smoking, use of tobacco products, including vapor, alcohol, controlled substance or weapons are not allowed within the boundaries of the Owner's facility. All property owned and operated by the SDSTA is designated as tobacco and vapor-free. This applies to all areas of the surface and the underground.

15. Consultant acknowledges that periodic drills and exercises are required by Owner to validate the adequacy and effectiveness of Owner's Emergency Response Plan. Consultant also recognizes that such drills and exercises enhance its employees' understanding of Owner's Emergency Response Plan. Consultant agrees to participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. It is understood that Consultant will not be entitled to any additional compensation for participating in these drills or exercises.

16. Contractor shall report the hours worked onsite on a monthly basis to ESH Safety Coordinator, Michelle Andresen (mandresen@sanfordlab.org) and to the SDSTA Representative named in the agreement. Hours should be emailed to both Ms. Andresen and the SDSTA Representative no later than the 3rd day of the month for hours worked the previous month.

EXHIBIT B SCOPE OF WORK

SURF Foundation Support

The Sanford Underground Research Facility's (SURF's) mission is to advance world-class science and inspire learning across generations. To advance this mission, the SDSTA established the SURF Foundation as a 501(c)(3) support organization to raise funds to further the SURF mission. The SURF Foundation Director role is currently vacant. While the SDSTA is securing a new Foundation Director, it requires consulting support to perform the Foundation Director's duties part-time through a paid consultant.

The Foundation Director's duties are attached to this scope of work. The SDSTA Executive Director and the consultant will establish a level of effort for the consultant's support. The SDSTA realizes that not all of the Foundation Director's duties will be able to be accomplished on a part-time basis. The Executive Director and the consultant shall review the Director's duties and prioritize support activities weekly. This consulting support aims to help the Foundation's fundraising efforts advance during this transition period realizing the work will be performed at a lower level of effort.

The consultant shall be reimbursed for time worked in support of this scope at an established hourly rate proposed by the consultant and accepted by the SDSTA. The consultant shall be reimbursed for travel supporting this scope at Federal Travel Regulation rates.

Functional Responsibilities (include but are not limited to):

- Leads the development of an integrated Foundation strategy and supporting plans to achieve the Foundation's fundraising objectives in support of the SDSTA and SURF.
- Fundraises successfully at local, regional and national scales to meet SDSTA and SURF objectives.
- Cultivates and solicits potential donors in giving categories and geographic areas via personal contact, media contact, public speaking and other fundraising tactics.
- Supervises and directs direct mail activities. Develops profiles of major gift prospects utilizing records and public information and manages donor and prospect "moves" for donor relations.
- Oversees the request and gifting process, including working directly with accounting staff.
- Organizes and manages special events, including planning and implementation aspects.
- Works closely with the Foundation staff to develop grant requests to the government, foundation and individual sources to support organizational goals.
- Researches and writes grants for the support of organizational activities. Oversees grant writing performed by others.
- Supervises day-to-day work activities of Foundation staff including hiring, goal setting, coaching and conducting performance reviews.
- Develops and manages the Foundation's budget as approved by the Foundation Board of Directors.
- Supervises the maintenance of constituency and donor computer files, records and public information.
- Writes and edits the foundation plan annually to include past results and planning.
- Writes special correspondence to donors from the CEO.
- Works with staff and volunteers to support other fundraising-related public events.
- Works closely with the Executive Director and marketing agency to develop messaging and creative materials for various campaigns, including annual, major gifts and capital campaigns.

EXHIBIT C
CONSULTANT'S PROPOSAL

September 12, 2022

Mr. Mike Headley, Executive Director,
South Dakota Science and Technology Authority (SDSTA) and
CEO, Sanford Underground Research Facility (SURF) Foundation

Mr. Headley:

I am pleased to submit this proposal letter to you for consideration as you seek to hire a **part-time consultant** who will provide support to the **Sanford Underground Research Facility (SURF) Foundation**.

As you, the SURF Foundation and South Dakota Science and Technology Authority (SDSTA) Boards seek to **increase the brand, visibility, and philanthropic aspirations of the SURF Foundation**, I believe my *portfolio* of professional experiences—in higher education, administration, and philanthropy—as well as the depth and breadth of my education, business and industry, and political connections (locally, regionally, nationally), would enable me to partner and collaborate with others to “create a culture of generosity” regarding SURF and its importance and impact as a “world-leading multidisciplinary science lab.”

During our initial discussion regarding this consulting arrangement, I expect we will identify those responsibilities that are key priorities to advance the SURF Foundation. These key priorities will define and shape my work in support of the Foundation including the related strategies and action steps. My commitment would be to effectively address these key priorities so that the SURF Foundation is further elevated and positioned as a *strategic opportunity* for philanthropic engagement among current and prospective donors.

With a 25 year track record grounded in higher education and philanthropy, I believe I am well positioned to address the expectations as a SURF Foundation consultant. Thus, on the basis of the above and my keen interest in providing support to the Foundation, I propose a consulting arrangement as follows:

Possible Start Date: Monday, September 26, 2022
Initial Period: September 26 – December 21, 2022
Rate: \$75/hour; 170 hours
Locations: Remote work and days in the office at SURF (to be determined)

- September 26 – 30
- October 3 – 7; October 10 – 12;
 - October 13-26: *I will be out of the country from October 13-26 and unable to work during this time.*
- October 31 – November 4; November 7 – 11; November 14 – 18; November 21 – 22; November 28 – 30
- December 5 - 9; December 12 - 16; December 19 - 21

I look forward to hearing from you in regard to this exciting opportunity to help support and advance the Sanford Underground Research Facility (SURF) Foundation in our state, region, and beyond.

Sincerely,



Priscilla Y. Romkema, PhD
Associate Professor Emeritus



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

SACRED CIRCLE GARDEN CONSTRUCTION

CONTRACT #2022-32

GENERAL CONDITIONS

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ARTICLE 1 DEFINITIONS

- 1.1 Owner:** South Dakota Science and Technology Authority
- 1.2 Contractor:** The person or entity identified as such in the Agreement for Construction, including authorized representatives.
- 1.3 Subcontractor:** Any individual, firm, or corporation to whom the Contractor sublets any part of the contract for supplying materials and labor, or only labor, at the site of the project.
- 1.4 Contract Documents:** The Request for Proposal with Instructions to Bidders and attached Exhibits, the Plans, Drawings, and Specifications, and these General Conditions.
- 1.5 Contract (or Agreement):** The Contract Documents form the contract. The Contract may be amended or modified only in writing in the manner set forth in Article 13. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor, Sub-subcontractor, or supplier.
- 1.6 Work:** The completed construction required by the Contract Documents, and every part thereof, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated into such construction.
- 1.7 Project:** The total construction of which the work performed under the Contract Documents may be the whole or a part.
- 1.8 Drawings or Plans:** The graphic and pictorial portions of the Contract Documents showing the design, dimensions and layout of the work including, but not limited to, plan views, elevation views, details, sections, schedules, and diagrams.
- 1.9 Specifications:** The written requirements for materials, equipment, construction systems, standards, and workmanship.

ARTICLE 2 EXECUTION, CORRELATION, AND INTENT

- 2.1** By executing the Agreement for Construction, the Contractor represents that Contractor has examined the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with

each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written change.

2.2 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

2.3 Owner assumes no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings.

2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

2.5 Where codes, standards, requirements and publications or public and private trade associations or other bodies are referred to in the Specifications, references shall be understood to be in the latest revision prior to the date of receiving bids, except where otherwise indicated.

2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work, of the construction of the Project generally, and industry standards.

2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents. A copy of the manufacturer's written or printed directions shall be provided to the Owner upon completion of the project.

ARTICLE 3

OWNERSHIP, USE OF DOCUMENTS, CONFIDENTIALITY OF DOCUMENTS

3.1 Ownership of Work Product

Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by Owner, its consultants, employees, contractors, and agents to the Contractor for the Contractor's performance of its obligations under this agreement are the property of the Owner. They are to be used only with respect to this Project and are not to be used for any other project. The Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the Owner, without the express written approval of the Owner. The Owner shall not unreasonably withhold such approval for dissemination of these materials as necessary to subcontractors and suppliers.

3.2 Confidentiality of Documents

All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein, provided to, or prepared by the Contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with the Contractor's performance under this agreement are confidential and the Contractor, its owners, officers, employees,

agents, consultants, suppliers, and subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the Owner.

3.3 Return of Documents

All documents covered by this Article 3 shall be delivered to the Owner at the completion of the Work. The Contractor may not retain any such documents for its own use without the express written permission of the Owner and any documents that are retained, with or without permission, shall be subject to all of the requirements of this Article 3.

3.4 Terms to be Included in Subcontracts

The Contractor shall include the requirements of this Article 3 in any contract it enters into with any consultants, subcontractors, suppliers, persons, individuals, or entities for the performance of any of the Contractor's obligations under this agreement.

ARTICLE 4 OWNER'S RIGHTS AND RESPONSIBILITIES

4.1 Information and Services Required of the Owner

4.1.1 The Owner shall secure and pay for necessary easements and other property rights required for the construction of the Project.

4.1.2 Information under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information.

4.1.3 Unless otherwise provided in the Contract Documents, the Contractor will be furnished with electronic copies of the Drawings and Specifications necessary for the execution of the Work. If no electronic copies are available Contractor will be furnished with a reasonable number of prints of Drawings and Specifications, at no cost to Contractor.

4.1.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein.

4.2 Owner's Right to Stop the Work: If the Contractor fails to correct defective Work as required by Article 14 or fails to carry out the Work in accordance with the Contract Documents in any material respect, the Owner, in addition to its other remedies, by a written order signed by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

4.3 Owner's Right to Carry Out the Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents in any material respect and fails within three working days after receipt of written notice from the Owner or in such time as may be established in written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, or if the Work is not being performed properly or in accordance with the scheduling provisions of the Contract Documents in any material respect, whether or not the Contractor is in default,

the Owner may, after the expiration of such notice period and without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for Owner's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand. If, in the sole judgment of the Owner, an emergency exists as a result of the Contractor's default, neglect or failure to correct defective work, which in the Owner's opinion, requires more immediate corrective action than the Contractor is able to provide, then the Owner may, without notice to the Contractor, perform such corrective work or cause it to be performed by others. The Owner shall also have the right to carry out the Work, or any part thereof, during the period of any work stoppage without terminating the Contract. If the Owner wishes to exercise this right it will give the Contractor three days notice of its intent to do so. In any such case, an appropriate deductive Change Order shall be issued in accordance with Article 13, the amount of which shall not exceed an amount which equals the estimated direct cost, including the Owner's fees, of performing the work which the Owner elects to perform and the proportionate amount of the Contractor's fee associated therewith.

4.4 Owner's Right to Access for Observation or Other Work: The Owner reserves the right of access to any part of the Work, at any time, for the purpose of observation, or testing, or to install other work, either with its own forces or with separate contractors. Such access is not to be construed to mean partial occupancy by Owner, and no claim for additional compensation by the Contractor because of such access or installation of work will be considered. Contractor shall cooperate with Owner during Owner's access or performance of work.

4.5 Owner's Representative: Owner's Representative on this project is:

Pam Hamilton, Project Manager
South Dakota Science and Technology Authority
630 East Summit Street
Lead, SD 57754
Office: 605-722-5042
phamilton@sanfordlab.org

ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

5.1 Review of Contract Documents: The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission Contractor may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistency or omission Contractor may discover and report, nor for any damage resulting from any such errors, inconsistencies or omissions which Contractor could not reasonably have discovered. The Contractor shall perform no portion of the Work at any time without Contract Documents.

5.2 Supervision and Construction Procedures

5.2.1 The Contractor shall supervise and direct the Work, using the skill and attention necessary to complete the Work in a workmanlike manner. The Contractor shall be solely responsible for all

construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the contract. The Owner shall have no control over, or responsibility for, any such matters.

5.2.2 Nothing contained in the Contract Documents shall be interpreted by implication or otherwise as a direction by the Owner to the Contractor as to construction means, methods, techniques, sequences, and procedures. If there is express reference to such means, methods, techniques, sequences and procedures, it is solely for the purpose of insuring that the Work will be produced in accordance with the desired objectives as set forth in the Contract Documents but such express reference shall in no way relieve the Contractor of its responsibilities in connection therewith. If the Contractor does not wish to accept the responsibility for any means, techniques, sequences, or procedures which are expressly set forth in the Contract Documents, then the Contractor shall notify the Owner in writing of the actual means, methods, techniques, sequences and procedures which Contractor will employ on the Work if these differ from those expressly referred to in the Contract Documents. All loss, damage or liability or cost of correcting defective Work arising from the employment of any construction means, methods, techniques, sequences, or procedures shall be borne by the Contractor notwithstanding that any of the same shall have been referred to expressly in the Contract Documents.

5.2.3 The Contractor shall be responsible to the Owner for the acts and omissions of Contractor's employees, Subcontractors, Sub-subcontractors, materialmen and suppliers and their agents and employees, and other persons performing any of the Work.

5.2.4 The Contractor shall not be relieved from Contractor's obligations to perform the Work in accordance with the Contract Documents by the use or occupancy of part of the Work by the Owner as provided in Article 4.4, by the performance of Work related to the Project by others as provided in Article 7.1, or by inspections, tests or approvals required or performed under Article 8.7 by persons other than the Contractor.

5.2.5 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades or jurisdictional disputes and so that no Subcontractor, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each other Subcontractor, any separate contractor, and the Owner, every reasonable opportunity for the installation of the Work and the storage of materials, and shall provide access to and the use of necessary loading dock and hoist facilities, adequate storage room and necessary utilities and other services.

5.2.6 Wherever the work of a Subcontractor is dependent upon the work of other Subcontractors, or the Contractor, the Contractor shall require the Subcontractor to:

5.2.6.1 Coordinate Subcontractor's work with the dependent work;

5.2.6.2 Provide necessary dependent data and requirements;

5.2.6.3 Supply and/or install items to be built into dependent work of others;

5.2.6.4 Make provisions for dependent work of others;

5.2.6.5 Examine dependent drawings and specifications;

5.2.6.6 Examine previously placed dependent work;

5.2.6.7 Check and verify dependent dimensions of previously placed work;

5.2.6.8 Notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of Subcontractor's work; and

5.2.6.9 Not proceed with work until the unsatisfactory dependent conditions have been corrected.

Installation of Work by a Subcontractor in any given area shall constitute acceptance by the Subcontractor and Contractor of the previously placed dependent work.

5.3 Labor and Materials

5.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" shall mean furnish and install complete, including connections, unless otherwise specified. All connection charges, assessments or inspection fees which may be imposed by any public agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

5.3.2 The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him/her. The Contractor shall be responsible to maintain and observe, and to require the Subcontractors to maintain and observe, sound labor practices, and shall require each Subcontractor to take all steps reasonably necessary to avoid labor disputes or stoppages.

5.3.3 Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Owner. The Contractor will not be entitled to additional compensation for work performed outside of regular working hours except as otherwise expressly agreed in writing by the Owner prior to the performance of such overtime work. Additional compensation for such authorized overtime shall be limited to the direct cost of the premium portion only of such authorized overtime. No additional indirect cost or fee shall be included.

5.3.4 Substitutions

5.3.4.1 The products, materials and equipment of manufacturers referred to in the Specifications and the Drawings are intended to establish the standard of quality and design

required by the Owner; however, products, materials, and equipment manufacturers, other than those specified, may be used, if equivalent and approved in writing by the Owner.

5.3.4.2 It is deemed that the term 'or approved equal' is included after all products, materials and equipment referred to in the Specifications or the Drawings.

5.3.4.3 The Owner will be the sole judge of equivalency of proposed substitute products, materials, and equipment.

5.3.4.4 If the Contractor desires to use a substitute item, Contractor shall make application to the Owner in writing in sufficient time (having regard to the progress of the Work, the period of delivery of the goods concerned, and adequate time for the Owner's review) stating and fully identifying the proposed substitute, cost changes (if any), and submitting substantiating data, samples, brochures, etc. of item proposed. It is the Contractor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of substitution.

5.3.4.5 Prior to proposing any substitute item, the Contractor shall satisfy itself that the item Contractor proposes is, in fact, equal to that specified, that it will fit into the space allocated, that it affords comparable ease of operation, maintenance and service, that its appearance, longevity and suitability for the climate and use are comparable to that specified, and that the substitution is in the Owner's best interest.

5.3.4.6 The burden of proof that a proposed substitution is equal to a specified item shall be upon the Contractor, who shall support the request with sufficient test data and other means to permit the Owner to make a fair and equitable decision on the merits of the proposal. Any item by a manufacturer other than those cited in the Contract Documents, or of brand name or model number or of generic species other than those cited in the Contract Documents, will be considered a substitution.

5.3.4.7 Materials and methods proposed as substitutions for specified items shall be supported by certification of their acceptance for use by an authority, person or persons having jurisdiction over the use of the specified material or method.

5.3.4.8 Acceptance of substitutions shall not relieve the Contractor from responsibility for compliance with all the requirements of the Contract Documents. The Contractor shall be responsible at its own expense for any changes in other parts of the Work of this Contract or the work of other contractors caused by its substitutions, including cost of all design and redesign services related thereto.

5.3.4.9 The Contract Term shall not be extended by any circumstances resulting from a proposed substitution, nor shall the Contractor be entitled to any compensation for any delay caused thereby or related thereto.

5.3.4.10 All costs for the evaluation of proposed substitutions, whether approved or not, shall be borne by the Contractor.

5.3.5 All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with Contract Document requirements. The Contractor will store packaged materials and equipment in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use, and deliver materials and equipment in ample time to facilitate inspections and tests prior to installation. The term 'delivery' in reference to any item specified or indicated, means the unloading and storing with proper protection at the project site. Damaged materials or equipment will be rejected and removed from the site by the Contractor.

5.3.6 Before ordering materials, equipment, or performing Work, the Contractor shall verify indicated dimensions. If a discrepancy exists, the Contractor shall notify the Owner of same immediately. The Owner will then clarify the intended design. The Contractor shall take field measurements required for the proper fabrication and installation of the Work. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to such item of Work.

5.4 Guarantees/Warranty

5.4.1 The Contractor guarantees and warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.4.2 The Contractor will indemnify the Owner against loss, including loss of use and lost revenues resulting from a breach of the Contractor's guaranty and warranty under Article 5.4.1, whether the loss arises before or after the Owner's acceptance of the Project.

5.4.3 Where the Contract Documents provide for equipment and material warranties in addition to the Contractor's guarantees and warranty contained in Article 5.4.1, such warranties shall at a minimum:

5.4.3.1 Provide that the term of the warranty shall start on the date of substantial completion of the project or the date the Owner takes beneficial occupancy of any portion of the project that requires the use or start-up of the warranted equipment or material, whichever date occurs first.

5.4.3.2 Provide for complete repair or replacement of defective equipment or material.

5.4.3.3 Provide all materials, shipping, and labor necessary to repair or replace defective equipment or material at no expense to the Owner.

5.4.3.4 Provide that any replacement parts used in repairing or replacing defective equipment or material shall be new or in a like-new condition.

5.4.3.5 Provide for the complete repair or replacement of defective equipment or material within two weeks after receiving written notice of the defect; provided however, that the Owner can, at its sole discretion, grant an extension of time for good cause shown.

5.4.3.6 Provide for no limitation of liability should the Contractor and/or manufacturer fail to repair or replace defective equipment or material within the time specified in Article 5.4.3.5 or should the remedy of repair or replacement otherwise fail.

5.4.3.7 Be construed under South Dakota law.

5.4.3.8 Provide that any legal action brought on the warranty shall be brought only in a South Dakota court.

5.5 Taxes: The Contractor shall pay all sales, consumer, use, excise, and other similar taxes for the Work or portions thereof which are to be provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

5.6 Permits, Fees and Notices

5.6.1 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

5.6.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work and shall indemnify the Owner against all costs, fines and damages, and all actions, claims and proceedings, due to its failure to do so.

5.6.3 The Contractor and its Subcontractors shall acquaint themselves with all codes governing their work and shall complete the Work in conformance with all codes governing their work.

5.6.4 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

5.6.5 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

5.7 Contractor's Representative: The Contractor shall employ a competent Representative and necessary assistants all of whom are acceptable to the Owner and who shall be in attendance at the Project site during the progress of the Work. The Contractor's Representative shall represent the Contractor and all communications given to the Contractor's Representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so

confirmed on written request in each case. The Contractor's Representative shall not be changed without the Owner's consent. The Contractor's Representative on this Project is Robert C. Scull II, (rc@rcsconst.com).

5.8 Shop Drawings, Product Data and Samples

5.8.1 Shop Drawings are drawings, diagrams, schedules, or other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

5.8.2 Product Data are illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

5.8.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

5.8.4 The Contractor shall submit a schedule for submittal of Shop Drawings, Product Data and Samples to the Owner for review. The Contractor shall review, approve, and submit to the Owner, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

5.8.4.1 The Owner reserves the right to review Shop Drawings, Product Data, Samples and submittals in a sequence consistent with the sequence of erection, installation and assembly of the various elements of the Work.

5.8.4.2 No extension of time will be granted, nor will any consideration be given to claims arising out of the Contractor's failure to submit any Shop Drawing, Product Data, Samples or related submittals according to the schedule or otherwise in a manner which does not allow adequate lead time for Owner's review, or does not allow ample time for revision, resubmission and subsequent review by the Owner as required.

5.8.4.3 Composite Drawing: In the interest of coordinating and expediting the work in critical areas, i.e. exterior wall components, mechanical/electrical systems, and other areas so requested by the Owner, the Contractor shall prepare and submit, to the Owner for review, Composite Drawings embodying the Work of the various trades and/or Subcontractors involved. After review, the Contractor shall distribute prints or reviewed Composite Drawings to affected trades and/or Subcontractors. The Contractor shall require that the involved trades and/or Subcontractors cooperate in preparation of the Composite Drawings to assure proper coordination between trades and/or Subcontractors. The participating trades and/or Subcontractors shall indicate their approval on these drawings.

5.8.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that Contractor has determined and verified all materials, field measurement, and field construction criteria related thereto, checked the Shop Drawings, Product Data, and Samples for complete dimensional accuracy; that Contractor has checked to insure that work contiguous with

and having bearing on the Work shown on the Shop Drawings is accurately and clearly shown, that Contractor has checked the Shop Drawings against the Composite Drawings prepared by the Contractor, that the Work has been coordinated and that the equipment will fit into the assigned spaces, and that Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

5.8.5.1 Any Shop Drawing, Product Data or Sample submitted without Contractor's approval will not be processed for review by the Owner, but will be returned to the Contractor for compliance with the above procedures, in which event it will be deemed that the Contractor has not complied with the provisions herein specified and the Contractor shall bear the risk of all delays as if no Shop Drawing, Product Data and Sample had been submitted.

5.8.5.2 Shop Drawings shall bear a coordination and approval stamp signed by the Contractor and each contiguous Subcontractor, which shall confirm the representations set forth in Article 5.8.5. Shop Drawings shall bear the seal of a registered professional engineer when required by the Specifications or state law.

5.8.6 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals. Unless such written notice has been given, the Owner's action on a resubmitted Shop Drawing, Product Data, or Sample shall not constitute review and action of any changes not requested on the prior submittal.

5.8.7 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

5.9 Use of Site

5.9.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Site with any unnecessary or surplus materials or equipment or debris.

5.9.2 Notwithstanding the designation of construction limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. Trenching, utility work, site development, landscaping and all other Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance or interference with the normal operation of the Owner, abutters, and the public. The Contractor shall obtain the Owner's prior approval for such operations, prosecute such operations expeditiously, and restore the affected area and other areas needed for access to their original condition immediately upon completion of such operations, unless otherwise specified herein.

5.9.3 All operations shall be carried out so as to avoid endangering any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

5.9.4 The Contractor shall confine operations at the site to work related activities.

5.10 Cutting and Patching of Work

5.10.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

5.10.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors or adjacent facilities by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor its consent to cutting or otherwise altering the Work.

5.10.3 Structural elements of the Work shall not be cut, patched, or otherwise altered or repaired without prior written authorization by the Owner.

5.10.4 Authorization to proceed with remedial operations for any damaged or defective element or portion of the Work shall not constitute a limitation or a waiver of the Contractor's right to require the removal and replacement of any Work which fails to fulfill the requirements of the Contract Documents.

5.11 Cleaning Up

5.11.1 The Contractor at all times shall keep the Site and related area free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Project site as well as tools, construction equipment, machinery, and surplus materials. All waste and rubbish shall be removed from the Site at least weekly and more often if necessary.

5.11.2 If the Contractor fails to maintain a clean and safe Project and/or fails to clean up at the completion of the Work, the Owner may do as provided in Article 4.3 and the cost thereof shall be charged to the Contractor.

5.12 Communications: The Contractor shall forward all communications to the Owner through Owner's Representatives set forth in Article 4.5.

5.13 Royalties and Patents: The Contractor shall pay all royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer or manufacturers are specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

5.14 Indemnification

5.14.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and its consulting engineers, and their respective successors, agents and employees from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any tortious act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Article 5.14.

5.14.2 In any and all claims against the Owner, or any of its consultants, and their respective successors, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 5.14 shall not be limited in any way by any limitation on the amount or type of damages, compensations or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5.14.3 The Contractor agrees to defend, indemnify, and save the Owner or any of Owner's consulting engineers, and their respective successors, agents or employees harmless from all costs, liabilities, damages or expenses, including reasonable attorneys' fees, incurred by them, by virtue of any claim or claims whatsoever filed by any Subcontractor, Sub-subcontractor, mechanic, laborer or materialman making claims arising from the Work by, through, or under the Contractor. The Contractor also hereby agrees to defend, indemnify and hold harmless, protect, and defend the Owner and Owner's consulting engineers, and their respective successors, agents or employees from and against any liability, claim, judgment, loss, damage, including but not limited to direct, indirect and incidental and consequential damages, attorneys' fees, court costs and expenses of collection, occasioned in whole or in part by the failure of the Contractor, its Subcontractors, or Sub-subcontractors to comply with any of the terms or provisions of the Contract Documents.

5.14.4 Anything in the foregoing to the contrary notwithstanding, the Contractor's obligation to indemnify as set forth above shall include any claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of related to the use by Contractor of any of Owner's equipment, and said obligation to indemnify shall arise regardless of any tortious act or omission, or lack thereof, by Contractor.

5.15 Default

5.15.1 The Contractor shall be in default of the Contract if:

5.15.1.1 Contractor refuses or fails to prosecute the Work in accordance with the Contract Documents in any material respect;

5.15.1.2 Contractor fails to make proper payment to Subcontractors for materials or labor (provided Owner shall have paid to Contractor any payments due from Owner in connection with such materials or labor);

5.15.1.3 Contractor disregards laws, ordinances, rules, building codes and regulations or orders of any public authority having jurisdiction;

5.15.1.4 Contractor fails to coordinate its work with other contractors and Subcontractors as required under Article 7 of these General Conditions;

5.15.1.5 Contractor fails to comply with the scheduling requirements of the Contract;

5.15.1.6 Contractor fails to promptly replace rejected material or correct rejected workmanship; or

5.15.1.7 Contractor fails in any material respect to observe any other terms, provisions, conditions, covenants and agreements in the Contract to be observed and performed on the part of the Contractor.

5.15.2 In the event of any default by Contractor under the Contract, Owner shall have the right to take such measures as it deems necessary to correct the default, at the Contractor's sole cost and expense, and to deduct such costs, including but not limited to the Owner's fees, from amounts otherwise owing to the Contractor, or to terminate the Contract in accordance with Article 15.2 of the General Conditions, in addition to any and all other remedies that Owner may now or hereafter have. If the amounts owing to the Contractor are insufficient to cover the Owner's cost of corrections, the Contractor shall pay such amount promptly upon demand.

5.16 Use of Owner's Equipment.

5.16.1 If the Contractor uses Owner's equipment in connection with the Work, Contractor shall be responsible to use the equipment in a good and businesslike manner and consistent with the Owner's environmental, health and safety requirements and applicable law. If the equipment is damaged or destroyed while being used by Contractor or while in Contractor's care, custody or control, regardless of the cause or party responsible for the damage or destruction, Contractor shall repair or replace the equipment at Contractor's expense. Nothing in the foregoing shall require the Contractor to be responsible for ordinary wear and tear.

5.16.2 If the Contractor's use or care, custody or control of Owner's equipment results in damage or injury to Owner's property or employees, Contractor shall be liable for any such damage or injury, and Contractor shall promptly repair or replace the equipment so as not to interfere with Owner's operations.

5.16.3 Prior to using or taking custody of any of Owner's equipment, Contractor shall provide proof reasonably acceptable to Owner that the Contractor's liability insurance will afford coverage for any claims arising out of Contractor's use or care, custody or control of Owner's equipment, and that Contractor carries property insurance that will cover Contractor's obligation to repair or replace Owner's equipment as provided herein.

5.16.4 Nothing in this section 5.16 shall be construed to authorize Contractor to use Owner's equipment without Owner's prior written consent and upon such terms and conditions as Owner may require.

ARTICLE 6 SUBCONTRACTORS

6.1 Definitions

6.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents and means a Subcontractor or its authorized representative. The term Subcontractor does not include any separate contractor or its subcontractors.

6.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents and means a Sub-subcontractor or an authorized representative thereof.

6.2 Award of Subcontracts and Other Contracts for Portions of the Work. The Contractor shall conduct an investigation of each of its proposed Subcontractor's capabilities to assure each is responsible and has the requisite experience, skill, physical plant, and financial strength necessary to perform each Subcontractor's respective Work. The Contractor shall not contract with any Subcontractor that is not responsible or does not have the requisite experience, skill, physical plant, and financial strength necessary to perform its part of the Work.

6.3 Subcontractual Relations

6.3.1 The Contractor shall not include any provisions in its contracts with its Subcontractors which will in any way prejudice the rights of the Owner under the Contract between the Owner and the Contractor.

6.3.2 The Subcontract agreement shall require the Subcontractor to consent to any assignment of the Subcontract to the Owner in the event of a default by the Contractor hereunder.

6.3.3 Nothing in Article 6 shall be construed to create a privity of contract between the Owner and any Subcontractor.

6.4 Notification of Subcontractors to Owner. Contractor shall provide to Owner a listing of every Subcontractor that Contractor intends to employ on the Project and include: Company name, representative name, phone number, and email address.

ARTICLE 7 WORK BY OWNER OR BY SEPARATE CONTRACTORS

7.1 Owner's Right to Perform Work and to Award Separate Contracts

7.1.1 The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with such work. Such work may include Work assigned to the Contractor under the Contract Documents, which Work is not being performed properly or in accordance with the scheduling provisions of the Contract Documents, whether or not the Contractor is in default under Article 5.15.1 and whether or not the Owner has terminated the Contract under Article 15.2. If the Owner elects to exercise this right it will do so upon reasonable notice to the Contractor. There shall be an appropriate adjustment in amounts payable to the Contractor to reflect the Work undertaken by the Owner, which the parties shall confirm by Change Order in accordance with Article 13. If the Contractor claims that the delay involved is because of action or inaction by the Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents.

7.1.2 The Owner will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Article 7.2.

7.2 Mutual Responsibility

7.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity and all required facilities for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate its Work with theirs as required by the Contract Documents.

7.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Contractor any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.

7.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

7.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner or of a separate contractor, or to other work on the site, the Contractor shall promptly remedy such damage.

7.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall participate in the defense of such proceedings at the Contractor's expense, and if any judgment or award against the

Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

7.3 Owner's Right to Clean Up: If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up the Project Site and related areas on a routine basis as required by Article 5.11, the Owner may clean up and charge the cost thereof to the contractors responsible therefor as the Owner shall determine to be just..

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Governing Law: The Contract shall be governed by South Dakota Law.

8.2 Successors and Assigns: The Owner and the Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any money due or to become due to it hereunder, without the previous written consent of the Owner.

8.3 Written Notice: All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given if sent pursuant to Article VII of the Agreement for Construction.

8.4 Claims for Damages: Should either party to the Contract suffer injury or damage because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within 14 days after the first observance of such injury or damage.

8.5 Payment and Performance Bond: OMITTED

8.6 Rights and Remedies

8.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. This provision relates particularly to the Contractor's obligations under Article 14.2.2.

8.6.2 No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded either of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8.7 Tests

8.7.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved,

the Contractor shall give the Owner timely notice of its readiness so the Owner may observe such inspection, testing or approval. The Contractor shall perform and bear all costs of such inspections, tests and approvals, unless otherwise provided.

8.7.1.1 Where certain testing and inspection requirements are set forth in the various sections of the Contract Documents to be performed at the expense of the Owner, the Owner will retain the services of testing laboratories, agencies, or consultants, to perform such tests or inspections and render such services as may be required to verify that the work fulfills the requirements and intent of the Contract Documents. Such services will be performed in a manner consistent with the requirements of the Owner and the various agencies having jurisdiction over the Work and in accordance with reasonable standards of architectural and engineering practice.

8.7.1.2 The Owner reserves the right to modify the scope of or to re-allocate any of the testing and inspection services specified in the various sections of the Contract Documents to be performed by a testing laboratory, agency or consultant retained by the Owner in connection with the Work when it can be satisfactorily established that such adjustment in scope is consistent with the intent of the Contract Documents. In the event that the Contractor shall not concur with such modification of scope or re-allocation of such services, Contractor shall immediately notify the Owner in writing.

8.7.2 If the Owner determines that any Work requires special inspection, testing, or approval which Article 8.7.1 does not include, Owner will, by written authorization, order the performance of such services by qualified independent testing laboratories, agencies or consultants as may reasonably be required or instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Article 8.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including the cost of the tests, correction of the Work, and the cost of retesting; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

8.7.2.1 If Owner's observation or any inspection or testing undertaken pursuant to Article 8.7 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply with (1) the requirements of the Contract Documents or, (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, building codes or orders of any public authority having jurisdiction, the Owner will have the authority to order inspection and/or testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as Owner may in its reasonable opinion consider necessary or advisable, and the Contractor shall bear all costs thereof, including the cost of the tests, correction of the Work, and the cost of retesting made necessary thereby.

8.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered to the Owner.

8.7.3.1 The Contractor shall obtain and deliver promptly to the Owner any certificates of final inspection of any part of the Work or operating permits for any mechanical or

electrical apparatus, such as elevators, escalators, boilers, air compressors, fire alarms, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Except as is otherwise provided in Article 9.1.3, receipt of such permits or certificates by the Owner shall be a condition precedent to Completion of the Work.

8.7.3.2 Copies of reports issued as a result of services performed at the expense of the Owner pursuant to the provisions of this Article will be distributed to all parties to the Contract.

8.7.4 If the Owner is to observe the inspections, tests or approvals required by the Contract Documents, Owner will do so promptly and, where practicable, at the source of supply.

8.7.5 In connection with testing and inspection services performed at the expense of the Owner, the Contractor shall provide samples of materials and/or elements of the Work required as test specimens and shall provide incidental labor and facilities at the site reasonably required in support of such services.

8.7.6 The cost of testing services required solely for the convenience of the Contractor in its scheduling and performance of the Work shall be borne by the Contractor.

8.7.7 The cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

8.7.8 If, during the course of the performance of any testing, inspection, control, balancing, adjusting, or similar work by the Contractor or an agent of the Contractor, it is the opinion of the Owner that the Contractor or said agent has failed to perform such work in a satisfactory manner, the Contractor shall, at its own expense, retain the services of a service organization which is satisfactory to the Owner for the performance of such work.

8.7.9 Contractor agrees to use the E-Verify System (www.uscis.gov) to verify the employment eligibility of all employees assigned to this Contract and all new hires working in the United States, and to provide E-Verify documentation to the SDSTA within ten (10) days of execution of this Contract. If Contractor is a sole proprietorship with no employees, E-Verify is not required. Contractor further agrees to maintain an active registration, during the term of the Contract, with the System for Award Management (www.sam.gov).

8.7.10 SDSTA is required by a Cooperative Agreement (CA) with the U.S. Department of Energy's Office of Science to control access to the facility by foreign nationals and to provide protection against any potential compromise of information, equipment or technology. In order to comply with these requirements, SDSTA has adopted a Foreign Access Policy and Foreign Access Procedure. The Contractor is responsible to ensure compliance with the Foreign Access Policy and Foreign Access Procedure. Without limiting the generality of the foregoing, before a SURF visit or assignment can occur, proof of identity and citizenship are required for all foreign national visitors to verify the foreign national's identity and authority to work (when applicable for the activities involved) in the United States. If foreign nationals will be visiting SURF in association with this contract, the Contractor must notify the SDSTA Representative in advance to ensure compliance with SDSTA's Foreign Access Policy and Foreign Access procedure, and to with any other applicable DOE and SDSTA requirements. Failure to provide appropriate documentation when required, or providing fraudulent documentation, will result in suspension of access approval, removal from SURF, possible cancellation of future access, and possible termination of this Contract for cause. Any changes to the Foreign Access Policy, Foreign Access Procedure, or other DOE or SDSTA requirements implemented after the effective date of this

Contract are hereby deemed incorporated into this Contract by reference without the need for a further writing.

8.8 Litigation/Arbitration

8.8.1 Unless otherwise specifically provided in this Agreement, all claims, counter-claims, disputes or other matters in question between the Owner and the Contractor arising out of, or relating to this Agreement, or the breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of the South Dakota Unified Judicial System. Notice of a request for arbitration shall be sent in writing to the other party to this Agreement within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a request for arbitration be made after the applicable statute of limitations for such claim under South Dakota law has run. If the party receiving the notice of request does not agree to arbitration in writing within 10 calendar days, it will be deemed that the parties do not mutually agree to arbitrate the matter. A request to arbitrate shall not be deemed a condition precedent to the institution of legal proceedings. If the parties agree to arbitrate, the provisions of SDCL Chapter 21-25A shall apply.

8.8.2 The Contractor shall carry on the Work and maintain its progress during any dispute or arbitration or litigation proceedings, and the Owner shall continue to make payments to the Contractor to the extent required by the Contract Documents and South Dakota law.

ARTICLE 9 TIME

9.1 Definitions

9.1.1 The Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Article 9.1.3, including authorized adjustments thereto.

9.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.

9.1.3 The date of Substantial Completion of the Work is the date certified by the Owner when construction is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy and utilize the Project for the use for which it is intended, and such Work is fully completed in accordance with the Contract Documents except for minor items, adjustments or corrections which have no material effect upon the utilization, function or intrinsic values of the entire Project, including all of its mechanical, electrical and other systems and facilities.

9.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

9.2 Progress and Completion

9.2.1 All time limits stated in the Contract Documents, including the Construction Completion Schedule, if applicable, are of the essence of the Contract.

9.2.2 The Contractor shall begin the Work on the date of commencement as defined in Article 9.1.2. Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

9.3 Delays and Extensions of Time

9.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by any employee of the Owner, or by changes in the Construction Completion Schedule required by the Owner, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes not caused by the labor practices of the Contractor or any Subcontractor in contravention of applicable labor practices, fire, unusual delay in transportation, severe and unusual weather conditions not reasonably anticipatable, unavoidable casualties, or any other causes beyond the Contractor's control and not occurring due to the fault or neglect of the Contractor, any Subcontractor or any other person for whose acts the Contractor is responsible, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner shall determine, or the Owner may elect to require the Contractor to accelerate the Work, in which case the Contract Sum shall be increased by a Change Order in the amount of the direct cost to the Contractor (exclusive of overhead and profit of necessary overtime labor).

9.3.2 Any claim for extension of time shall be made in writing to the Owner not more than 10 days after the commencement of the delay; otherwise it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect on such delay on the progress of the Work.

9.3.2.1 Such claims shall set forth in detail the nature of the circumstances which form the basis for each such claim, the date upon which each such alleged cause of delay began, or began to affect the timely prosecution of the Work, and ended, or ceased to have an adverse effect upon the timely prosecution of the Work, and the number of days extension of time requested as a consequence of each such alleged cause of delay. The Contractor shall provide such supporting documentation as the Owner may require, including, where appropriate, a revised Construction Completion Schedule indicating all of the activities affected by the circumstances which form the basis for the claim.

9.3.2.2 The Contractor shall not be entitled to a separate extension of time as a consequence of each one of a number of causes of delay which may have a concurrent or interrelated effect on the progress of the Work.

9.3.2.3 The Owner shall have the right to defer its decision or decisions with reference to any claim or claims for an extension of time made pursuant to the provisions of this Article until the facts or circumstances which form the basis for such claim or claims may be fully assessed to the Owner's reasonable satisfaction.

9.3.2.4 Notwithstanding the provisions of Article 9.3.2, claims for an extension of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal pursuant to such change. No extension of time arising out of changes in the Work will be granted subsequent to the date upon which the Contractor is authorized to proceed with such change or changes in the

Work unless specific provisions governing a subsequent determination of an extension of time have been incorporated in such authorization to proceed with such change or changes in the Work. No claim for damages or separate compensation for delay arising from such change in the Work shall be recognized or be deemed valid, it being understood that any additional cost to the Contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order.

9.3.2.5 Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where work is performed. Determinations of the extent of delay attributable to unusual weather phenomena shall be made by comparing the weather for the contract period involved with the average of the preceding 5 year climactic range during the same period on the calendar. National Oceanic and Atmospheric Administration National Weather Service statistics for the locality or area where the work is performed shall be used to determine the 5 year average weather conditions. Time extensions for weather delays do not entitle the Contractor to “extended overhead” recovery.

9.3.3 If no agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until 15 days after written request is made for them, and not then unless such claim is reasonable.

9.3.4 Should the Contractor fail to substantially complete the Work within the time agreed upon in the Contract Documents, or within such extra time as may have been allowed by increases in the Contract or by formally approved extensions granted by the Owner, the Contractor and the Contractor’s surety shall be liable for and shall pay the Owner the sums stipulated in the Agreement for Construction as liquidated damages for each calendar day of delay until the Work is substantially complete. This sum is not a penalty but is liquidated damages due the Owner from the Contractor by reason of inconvenience to the Owner, added cost of engineering and supervision, and other items which have caused an expenditure of funds resulting from the Contractor's failure to complete the Work within the time specified in the Contract. The parties agree it would be impracticable or extremely difficult to fix the actual damages incurred as a result of such a delay. In addition to liquidated damages, if any delay on the part of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable results in any claim by third parties against the Owner arising out of such delay, the Contractor shall pay, satisfy, and discharge all losses, damages and expenses arising out of such claims, including attorneys' fees, and shall indemnify and hold harmless the Owner and its agents and employees from and against all costs, fees, losses, damages, and expenses arising out of such claims enforced against the Owner.

9.3.5 No extension of time will be granted to the Contractor for any delay other than those described in Article 9.3.1.

9.3.5.1 Should the Contractor fail, refuse or neglect to supply a sufficiency of workers or to deliver the materials with such promptness as to prevent delay in the progress of the Work, or fail in any material respect diligently to commence and prosecute the Work and to proceed in accordance with the approved construction schedule, or if the different parts

thereof are not commenced, prosecuted, finished, delivered or installed in such manner as will insure substantial completion in accordance with the approved Construction Completion Schedule, or if the Contractor shall fail in the performance of any of its obligations under this Contract in any material respect, the Owner shall have the right to direct the Contractor, upon 3 days notice at the Contractor's cost and expense, to furnish such additional labor and to expedite deliveries of materials (or the Owner may furnish such labor and expedite such deliveries at the cost of the Contractor), which labor or expediting shall, in the Owner's opinion, be sufficient to speed up and complete the Work in accordance with the Construction Completion Schedule.

9.3.5.2 If such additional labor shall not be available, the Owner shall have the right to direct the Contractor at the latter's own cost and expense, to work overtime to such an extent as will be sufficient, in the Owner's opinion, to speed up and complete the Work as herein provided.

9.3.6 The Contractor's right to make a claim or claims for an extension of time, as provided in Article 9.3.1, shall not preclude the Contractor's right to make a claim for delay damages arising out of the Owner's significant interference, by action or inaction, with the Contractor's Work.

9.4 Beneficial Occupancy

9.4.1 The Owner shall have the privilege of Beneficial Occupancy and the use and benefit of designated areas, subdivisions or portions of the Project prior to completion and acceptance of the entire Project, provided that such Beneficial Occupancy shall not unduly interfere with the Contractor's operations nor unduly delay Contractor in completing the entire Work. Such occupancy and use shall be further subject to the provisions set forth herein.

9.4.2 In the event that the Owner desires to exercise the privilege of Beneficial Occupancy, Owner shall give reasonable notice to the Contractor. The Contractor shall then cooperate with the Owner in providing services and facilities reasonably required for the health, safety and comfort of the occupants and other parties lawfully present and/or entering or leaving the premises. Mutually acceptable arrangements shall be made between the Owner and the Contractor with regard to procedures, terms and conditions governing the operation and maintenance of such services and facilities as may be utilized for the benefit of the Owner. The Owner will assume proportionate and reasonable responsibility for operation of systems, equipment and/or utilities required to provide such services, in part or in total, including proportionate and reasonable expenses of operation incidental thereto. No such Beneficial Occupancy shall accelerate the commencement of any warranty period on any system but only on the particular components being utilized.

9.4.3 The Owner's Beneficial Occupancy or use of such designated areas, subdivisions, or portions of the Work shall not constitute acceptance of systems, materials, or elements of the Work which are not in accordance with the requirements of the Contract Documents; nor relieve the Contractor from its obligations to complete the Work; nor for responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, systems, materials, equipment, or elements of the Work; nor from other unfulfilled obligations or responsibilities of the Contractor under the Contract. If, however, damage results solely from any act of the Owner, the Owner will assume its proportionate responsibility for such damage.

ARTICLE 10

PAYMENTS AND COMPLETION

10.1 Contract Sum: The Contract Sum is stated in the Agreement for Construction.

10.2 Schedule of Values: Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The format and number of copies of such Applications for Payment shall be as directed by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for the Contractor's Applications for Payment.

10.3 Monthly Application for Payment

10.3.1 No later than the 3rd day of each month the Contractor shall submit to the Owner its monthly itemized Application for Payment. The Contractor shall not submit more than one pay application per month. The monthly Application for Payment shall be on AIA Document G702, or on another form approved by Owner, and supported by such data substantiating the Contractor's right to partial payment as the Owner may require; including but not limited to receipts, releases, and waivers of liens.

10.3.1.1 In applying for payment, the Contractor shall submit its monthly payment estimate based upon the approved schedule of work for the project, itemized in such form and supported by such evidence as will show Contractor's right to the payment claimed. Claims made on account of materials delivered and suitably stored at the site, but not incorporated in the Work, shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest.

10.3.1.2 If the Contractor chooses to apply for payment for materials which cannot be incorporated into the Work, and cannot be stored on the site, Contractor may do so provided the following conditions are met: Unless otherwise agreed to by the Owner, the material shall be stored in a bonded or insured commercial warehouse within a geographic radius of 15 miles of the construction site, with the Owner being listed on the bond or insurance certificate as the sole beneficiary in the case of loss or damage to the stored materials. The Contractor shall be responsible for all storage, insurance or transportation costs associated with the materials. Conditions of insurance will apply to applicable portions of this Article 10.3.1.2. Contractor shall provide the Owner with bills of sale or such other documents as will establish the ownership of the materials.

10.3.1.3 Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location. Lodging expenses will be reimbursed at FTR rates or the actual lodging cost, whichever is less; airfare shall be reimbursed at the actual cost of a coach class ticket. No additional burdens or overheads will be applied to travel expense reimbursements.

10.3.1.4 Applications for payment should be addressed to:

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

and submitted to the Owner's Representative. A scanned/emailed Application for Payment is preferred, submitted to AP@Sanfordlab.org. Paper copies of Applications for Payment are not necessary.

10.3.2 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article as "liens;" and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

10.3.3 Monthly applications received after the 3rd day of the month will be treated as if submitted on the 3rd day of the following month.

10.4 Progress Payments

10.4.1 Based upon the review of the Monthly Application for Payment, the Owner shall make progress payments to the Contractor in such amounts as the Owner reasonably determines are properly due less the aggregate of previous payments in each case. Payment of amounts determined to be due by the Owner under each Monthly Application for Payment shall be due to the Contractor 20 days after the 15th of each month. The Owner shall at all times retain an amount sufficient to complete the Work. Contractor shall submit a lien waiver, in a form prescribed by and in accordance with applicable law, to the Owner following each Progress Payment.

10.4.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled reflecting any amounts actually withheld, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall not withhold retainage from its Subcontractors unless retainage is withheld from the Contractor by the Owner. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner. Contractor shall require Subcontractors to submit lien waivers, in a form prescribed by Owner and in accordance with applicable law, to Contractor following each Progress Payment to Contractor, and subsequent payments made to Subcontractors. Subcontractors' lien waivers to Contractor will be submitted to Owner.

10.4.3 The Owner shall, on request, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

10.4.4 The Owner shall have no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

10.4.5 No Certification for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute acceptance or approval of any Work not in accordance with the Contract Documents.

10.5 Payments Withheld

10.5.1 The Owner may decline to certify the full payment of the amount requested by the Contractor in the monthly application to the extent necessary to reasonably protect the Owner. If the Owner is unable to certify payment in the amount of the Application, Owner will, within 10 days after receipt of the monthly application, notify the Contractor in writing the reasons a certification cannot be made. If the Contractor and the Owner cannot agree on a revised amount within 5 days of Owner sending written notice, the Owner will promptly issue a Certification for Payment for the amount for which certification may be made. The Owner may also decline to certify payment because of subsequently discovered evidence or subsequent observations. Owner may nullify the whole or any part of any Certification for Payment previously issued, and may withhold payment of all or any part of an Application for Payment, to such extent as may be necessary to protect the Owner from loss because of:

10.5.1.1 Defective work not remedied;

10.5.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.5.1.3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

10.5.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

10.5.1.5 Damage to the Owner or another contractor;

10.5.1.6 Reasonable evidence that the Work will not be completed within the Contract Time;

10.5.1.7 Failure to carry out the Work in accordance with the Contract Documents;

10.5.1.8 A lien or attachment is filed and such lien is not discharged within 5 days of demand from the Owner;

10.5.1.9 Failure of the Contractor and/or of the mechanical or electrical Subcontractors to comply with the mandatory requirements for maintaining "up-to-date" Record Drawings;

10.5.1.10 Incomplete or otherwise inadequate Application for Payment; or

10.5.1.11 Reasonable evidence that the Contractor is in material breach of its obligations under the Contract.

10.5.2 When the above grounds in Article 10.5.1 are removed, payment shall be made for amounts withheld because of them.

10.6 Substantial Completion

10.6.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is Substantially Complete as defined in Article 9.1.3 the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Owner on the basis of an inspection determines that the Work or designated portion thereof is Substantially Complete, the Owner will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities and damage to the Work, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties and Guarantees required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

10.6.2 Upon Substantial Completion of the Work or designated portion thereof and upon application and certification by the Contractor, the Owner shall make payment, reflecting adjustment for defective or incomplete work, if any, for such Work or portion thereof, as provided in the Contract Documents. Double the amount necessary to complete the Work may be retained by the Owner.

10.7 Final Completion and Final Payment

10.7.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, if Owner determines that the Work has been completed in accordance with the terms and conditions of the Contract Documents, the entire balance will be determined to be due and payable to the Contractor.

10.7.2 The final payment shall not become due until the Contractor submits to the Owner (1) An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or will be paid with Owner's final payment to Contractor and that there are no claims, obligations or liens outstanding or unsatisfied for labor,

services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests; (2) A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment, and an agreement to indemnify, defend and hold Owner harmless from and against any claims made by suppliers, Subcontractors, Sub-Subcontractors or others for work or material provided in connection with the Project or the Work; (3) All as-built documents, operating manuals, warranties and other deliverables required by the Contract Documents. All guarantees and warranties required by the Contract Documents shall include an assignment from the Contractor, Subcontractors, vendors, suppliers and manufacturers to the Owner, as well as a list of the names, addresses and telephone numbers of all subcontractors and any other entities providing these guarantees or warranties.

10.7.3 Owner shall make final payment of all sums due to the Contractor 30 days after the completion and acceptance of the project by the Owner and Contractor's compliance with Article 10.7.2 above.

10.7.4 The acceptance of final payment by the Contractor shall constitute a complete and unconditional waiver and release of any and all claims by the Contractor of whatever nature, and regardless whether they are then known or unknown, and a complete and unconditional release of the Owner and every person for whom the Owner is responsible for any and all matters related to the Contract or otherwise, except those claims which have been made in writing and identified by the Contractor as not having been settled at that time. After final payment, Contractor shall submit to Owner a final lien waiver in a form prescribed by and in accordance with applicable law.

ARTICLE 11 CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY

11.1 Contractor is responsible for project safety in conformity with Exhibit B of the Contract Documents.

ARTICLE 12 INSURANCE

12.1 During the term of this Contract, Contractor shall maintain in effect at all times, and provide proof of such coverage to the Authority, insurance as described on the attached Exhibit A, which is incorporated herein by this reference.

12.2 Prior to the commencement of work, Contractor shall submit Certificate of Insurance to the Authority for review and approval. If requested by Owner, Contractor shall provide full, correct, and complete copies of its policies of insurance applicable to the Project.

12.3 By executing this Contract, Contractor authorizes the Authority to make direct inquiry of Contractor's insurer or insurance agent concerning the status of the insurance required by this Agreement.

ARTICLE 13 CHANGES IN THE WORK

13.1 Change Orders: This Contract may be modified or amended only in writing in the form of a Change Order signed by both parties. A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates its agreement therewith.

13.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

13.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

13.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Such lump sum proposals shall be supported by a completely detailed analysis of the proposed change subdivided into the Work of the Contractor and/or the Work of each Subcontractor and/or Sub-subcontractors involved in the proposed change, as applicable, with each such subdivision further broken down into the following elements:

13.3.1.1 Number of man-hours of labor to be performed by each trade, craft or classification of employee involved in the proposed change.

13.3.1.2 The hourly rate for each such trade, craft or classification of employee, including the appropriate wage supplement for social security, old age and unemployment contributions, and such other employee benefits as may be established by statute or by written agreement negotiated by and between organizations representing such crafts or trades and representatives of their employers.

13.3.1.3 The estimated quantity of each item or element of material and/or equipment entering into the proposed change.

13.3.1.4 The unit cost of each such item or element of material and/or equipment.

13.3.1.5 Rental of items or units of construction plant and equipment with a schedule of the period or periods of use of such item or unit in connection with the proposed change.

13.3.1.6 Rental terms and rates for each such item or unit of construction plant and equipment. Rental for equipment shall be based on the following:

13.3.1.6.1 Hourly rental rates shall be based on 80% of the applicable rates for equipment listed in the 'Green Book', latest edition, (published by the Associated Equipment Distributors, 615 West 22nd Street, Oakbrook, Illinois, 60523).

13.3.1.6.2 Hourly rental rates for equipment not listed in the 'Green Book' shall be based on 100% of the applicable rates for equipment listed in the 'Blue Book', latest edition (published by Dataquest, 1290 Ridder Park Drive, San Jose, California, 95131).

13.3.1.6.3 Hourly rental rates determined from the 'Green Book' or 'Blue Book' includes all items of cost and expense to the Contractor, including, but not limited to, gas, oil, maintenance, repairs, insurance, and transportation to and from construction site.

13.3.1.7 Power and/or other utilities entering into the proposed change.

13.3.1.8 Rates and terms applicable to such power and/or other utilities.

13.3.1.9 Additional premiums, if applicable, for the extension of insurance and bond coverages as required herein to the proposed change.

13.3.1.10 Applicable federal, state and local taxes.

13.3.1.11 Indirect Cost and Fee computed as a percentage override applied to net cost in accordance with the provisions of this Article.

13.3.2 By unit prices stated in the Contract Documents or subsequently agreed upon;

13.3.3 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;

13.3.4 By the method provided in Article 13.3.1.1 through 13.3.1.11.

13.3.5 The Contractor shall require that the itemized analysis of each portion of the proposed change to be performed by a Subcontractor and/or Sub-subcontractor be prepared by each such Subcontractor and/or Sub-subcontractor in accordance with the format established herein. Copies of all such itemized analyses shall be appended to the Contractor's itemized analysis of the proposed change in the Work.

13.3.6 For purposes of calculating Indirect Cost and Fee in relation to Change Orders, the net cost of a proposed change in the Work shall include, and unless otherwise agreed in writing prior to the performance of the proposed change, shall be limited to the fair and reasonable estimated cost of the total of all of the individual items, elements, or components involved in proposed change in the Work (including adds and deducts) as set forth in Articles 13.3.1.1 through 13.3.1.11.

13.3.7 For each portion of a proposed net additive change in the Work to be performed directly by the Contractor, the cost to Owner shall include an increment for the Indirect Cost and Fee of the Contractor associated with such portion of proposed change of 8% of the net cost of the Work.

13.3.8 For each portion of a proposed net additive change in the Work to be performed directly by a Subcontractor, in addition to an increment or increments for Subcontractor's Indirect Cost and profit associated therewith of 8%, the cost to the Owner shall include a supplementary increment or increments for Contractor's Indirect Cost and Fee associated therewith of 6% of the net cost of the Work.

13.3.9 In computing Indirect Cost and Fee, the percentage for Indirect Cost and Fee shall be taken on basic wage only. No percentage override shall be taken on social security, old age and unemployment contributions, contributions to Industry funds, education, and Training Funds and/or similar wage supplements, contributions or benefits.

13.3.10 Items, elements or components of changes in the Work or proposed changes which shall be classified as Indirect Cost and excluded from net cost shall include, but shall not necessarily be limited to:

13.3.10.1 All classifications of administrative, supervisory, and clerical personnel not engaged manually in the performance of the Work, including timekeepers, clerks, watchmen, and security personnel.

13.3.10.2 Miscellaneous expense, job burden, and/or other generalized categories of cost or expense.

13.3.10.3 Use of small tools.

13.3.10.4 Insurance other than insurance coverage required herein.

13.3.11 In changes in the Work involving both additions to and deductions in the Work, or any portion or element thereof, or the relocation or rearrangement of items, portions or elements thereof, or the substitution of any items, portions or elements thereof, such additions and deductions shall be balanced and the Contractor's Fee computed on the same basis for deductions as well as additions. If at the request of the Owner a number of unrelated changes in the Work are set forth individually, summarized and totaled in a single Change Order for reasons of administrative convenience, the amount or amounts of individual deductive changes in the Work set forth therein shall, in any event, be balanced against the amount or amounts of individual additive changes in computing the Contractor's Fee for the purpose of adding and deducting.

13.3.12 If none of the methods set forth in Articles 13.3.1, .3.2 or .3.3 is agreed upon, the Contractor, provided it receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for the Contractor's Fee. In such case, and also under Articles 13.3.3 and .3.4 above, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order, at the end of each day, and will submit to the Owner: (a) daily time slips, submitted to Owner on a daily basis, showing the name of each worker employed on such work, the number of hours which the worker is employed thereon, the character of the worker's duties, and the wages and benefits to be paid to the worker

and on his behalf, and (b) a memorandum of the equipment used in the performance of such Work, together with the rental claimed therefor. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the basis of amounts reasonably estimated by the Owner. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Owner and agreed to by the Owner. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance or credit for the Contractor's Fee shall be figured on the basis of the net increase, or decrease, if any, with respect to that change.

13.4 Differing Site Conditions

13.4.1 The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

13.4.2 The Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, the Contract Sum shall be adjusted as provided in this Article, provided that the Work has been ordered in writing by Owner as provided in Article 13.1 above. There shall be included in the adjustment to the Contract Sum under the preceding sentence a reasonable allowance for any extraordinary increase in Indirect Cost borne by the Contractor because of such additional work.

13.5 Claims for Additional Cost

13.5.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, Contractor shall give the Owner a written notice thereof within 10 days after the occurrence of the event giving rise to such claim except where claim is made in connection with deviations in Shop Drawing or Sample submittals, in which case claim shall be made in writing to the Owner concurrently with such submittals. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

13.5.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any order by the Owner to stop the Work pursuant to Article 4.2 where the Contractor was not at fault, or (2) any deviation in Shop Drawing or Sample submittals from the requirements of the Contract Documents, the Contractor shall make such claim as provided in Article 13.5.1.

ARTICLE 14

UNCOVERING AND CORRECTION OF WORK

14.1 Uncovering of Work

14.1.1 If any portion of the Work should be covered contrary to the request of the Owner, or the requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for Owner's observation and shall be replaced at the Contractor's expense.

14.1.2 If any other portion of the Work has been covered which the Owner has not specifically required to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate contractor as provided in Article 7.1, in which event the Owner shall be responsible for the payment of such costs.

14.2 Correction of Work

14.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Owner's additional services and the Owner's fees made necessary thereby.

14.2.2 If, at any time after the Owner's acceptance of the fully completed Project, any of the Work is found not to have been provided in conformance with the Contract Documents, or, if within one year after such acceptance any of the Work, is otherwise found to be faulty or defective, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. The Contractor shall also repair or replace any part of the Work which is damaged by the defective condition or the remedial Work. This obligation shall survive termination of the Contract, subject to the terms of any applicable statute of limitations. The Owner shall give such notice promptly after discovery of the condition.

14.2.3 The Contractor shall remove from the Site all portions of the Work which are defective or non-conforming and which have not been corrected under Articles 5.4.1, 14.2.1 and 14.2.2, unless removal is waived by the Owner.

14.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Articles 5.4.1, 14.2.1 and 14.2.2, the Owner may correct it in accordance with Article 4.3.

14.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within 10 days thereafter, the Owner may upon 10

additional days written notice sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand.

14.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction removal.

14.2.7 Nothing contained in this Article shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Article 5.4 hereof. The establishment of any time period prescribed by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor liability with respect to Contractor's obligations other than specifically to correct the Work.

14.3 Acceptance of Defective or Non-Conforming Work: If the Owner prefers to accept defective or non-conforming Work, Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 15 TERMINATION OF THE CONTRACT

15.1 Termination by the Contractor: If the Work is stopped for a period of 90 days under an order of any court or any public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon 7 additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed to the termination date, together with reasonable demobilization costs. The Contractor shall have no other right to terminate the Contract for any reason.

15.2 Termination by the Owner

15.2.1 If the Contractor is in default under the Contract Documents, the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, terminate the contract.

Prior to termination of the Contract, the Owner shall give the Contractor and its surety 10 calendar days written notice, during which the Contractor and/or its surety may rectify the cause of the termination. If rectified to the satisfaction of the Owner within said 10 days, the Owner may rescind its notice of termination. If not rectified, the termination for cause shall become effective

at the end of the 10 day notice period. In the alternative, the Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and its surety that the causes of termination will be remedied in a time and manner which the Owner finds acceptable. If at any time more than 10 days after the notice of termination, the Owner determines that the Contractor or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

Notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in South Dakota or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within 3 days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

Upon termination of the Contract, the Owner shall take possession of the premises and of all materials, tools, appliances, equipment, and other facilities on the Project, wherever stored, and may finish the Work by whatever method it may deem expedient. The Contractor shall assign Subcontracts to the Owner or to a designated substitute contractor promptly upon request. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished and the Owner has determined its damages owing to the Contractor's default.

15.2.2 If the costs of finishing the Work, including services made necessary by the Contractor's default, and all other damages suffered by the Owner on account of the Contractor's default, exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner, and this obligation for payment shall survive the termination of the Contract. If the costs of finishing the Work are less than the unpaid portion of the Contract Sum, the Owner shall pay the unpaid balance of any amount properly owing to the Contractor for all Work executed to the date of termination, less actual damages. The Owner will not be obligated to pay any further amount on account of Direct Cost, Indirect Cost or Fee.

15.2.3 If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner.

15.3 Termination for Convenience

15.3.1 The Owner may terminate this Contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the project site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this Contract,
- (2) Amounts due for Work performed subsequent to the latest Request for Payment through the date of termination,
- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

15.3.2 In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

EXHIBIT A

INSURANCE REQUIREMENTS

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

1. Commercial General Liability insurance with limits not less than \$2 million per occurrence. Such insurance shall name as additional insureds Barrick Gold Corporation, Homestake Mining Company of California, and the Affiliates of Barrick and Homestake and each of its and their representatives, and the South Dakota Science and Technology Authority, its officers, agents, employees and representatives, and its officers, agents, employees and representatives of the United States of America. All additional insureds coverage must include current and completed operations.
2. Business Automobile Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.
3. Professional Liability coverage with limits not less than \$1 million per claim.
4. Workers Compensation Insurance as required by South Dakota law.

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

C. Special Provisions Applicable to the Commercial General Liability Insurance: The commercial general liability policy shall:

1. Provide contractual liability coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 12 07 or its equivalent.
2. Waive the insurer's right of subrogation against the Homestake Indemnified Parties.
3. State that it is primary and non-contributory and shall apply without consideration for other policies carried by the Homestake Indemnified Parties.
4. 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.

D. Notice of Cancellation or Material Change in Coverage/Condition: The Contractor or Project Sponsor must provide 30 days' notice of cancellation/material change, reserving the right to obtain replacement coverage if Contractor does not and deducting the cost from the contract total.

E. Evidence of Insurance: Prior to commencement of Work, the Contractor or Project Sponsor shall furnish the South Dakota Science and Technology Authority with certificates evidencing compliance with the insurance requirements above. Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the Authority.

F. Acceptability of Insurers: Insurance shall be placed with insurers acceptable to the South Dakota Science and Technology Authority.

G. Subcontractors: Contractor shall require subcontractors to provide insurance that complies with the requirements stated herein.

EXHIBIT B

ENVIRONMENT, SAFETY, AND HEALTH REQUIREMENTS

CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY

1. Contractor recognizes the importance of performing the work in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the work itself, including materials and equipment incorporated into the work or stored on-site or off-site. Contractor assumes responsibility for implementing and monitoring all Environment, Safety and Health (ESH) precautions and programs related to the performance of the work.
2. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to ESH set forth in the Contract Documents. The Contractor will verbally notify of any injury, loss, damage, or accident arising from the work to Owner's Representative and to the Owner's Safety Point of Contact (POC), to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the work. All persons injured while working at the Sanford Lab will be immediately evaluated, and treated as necessary, by a medical professional before returning to work. Contractor and its Subcontractors will immediately report to the Owner's Representative all non-incidentals spills, and all other significant impacts to the environment (soil, water, air) in performance of the work. Contractor will also immediately notify the Owner of any failure to comply with state and federal environmental laws, rules, and regulations.
3. Contractor's responsibility for ESH under this Article is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

ESH Requirements and Coordination

4. Safety and protection of the environment are of the utmost concern on this Contract. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR Part 1926 (the OSHA construction standard), 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and ARSD 74:52:01 through 74:52:11 (storm water), as applicable. Site specific safety requirements are defined in the SURF ESH Manual under section 7000: Occupational and Subcontractor Safety located at: <https://www.sanfordlab.org/esh>. MHSA compliance may be acceptable, where applicable.
5. The Contractor will address the safety requirements defined herein and in the Owner's ESH Manual. Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to the Owner and may at the Owner's discretion be deducted from the Contract amount.
6. The Contractor shall have an ESH Representative (also known as Safety Officer or SO), approved by the Owner, present on the Project at all times when work is physically being performed. The SO may have other minor duties, but the position's primary role is to oversee safety of the worksite and work being performed by the Contractor, as well as that of its Subcontractors. If shift work will be utilized, the Contractor must have a SO for each shift. In the case of shift work, the Contractor will designate one

SO as the lead for the project. The training requirements for the second SO are the same as the lead and are as follows:

- The SO shall have a minimum of OSHA 10-hr Construction training, with documented experience as a SO under similar conditions.
- The SO shall have underground safety experience and training (e.g. MSHA part 48) when applicable.
- The SO shall be certified in CPR, AED and First Aid.
- The SO is responsible for administering the Contractor's ESH program.
- In addition to routine daily inspections, the SO will conduct a documented weekly ESH inspection of the work site.
- The SO will escort the Owner's ESH staff on a monthly ESH inspection, conducted by the Owner's ESH staff.
- The SO will provide training to all employees working on their behalf in regard to oil pollution prevention, solid and hazardous waste management, and storm water management, if applicable.
- The Contractor will supply a weekly ESH report to the Safety POC, detailing any ESH related items, including OSHA recordable injuries, first aid cases, environmental releases, near misses, and a copy of the weekly ESH inspection.

7. The Contractor shall have at least one individual certified in CPR, AED and First Aid onsite at all times.

8. The Contractor must have an individual trained and qualified as a SURF Guide for each area that the contractor will be working. The Guide must be onsite with the workers at all times.

9. The Contractor must have a documented Site-Specific Contractor Environment, Health and Safety Program (CEHSP) in place and accepted by the Owner before work will be authorized to start. This program must be consistent with the requirements in the Owner's ESH Manual. This plan shall also incorporate the *SURF Special Conditions Supplement*. The CEHSP will be based on the hazards inherent to the Means and Methods adopted by the Contractor and its associated work environment. The scope of work will dictate the required program elements for this Contract. Program elements may include those listed on the ESH Manual of the SURF website at www.sanfordlab.org/esh.

If the Contractor chooses to adopt one or more specific elements of the Owner's ESH program, it must adopt that element in its entirety.

10. The Contractor is expected to follow a Work Planning and Controls process that is aligned with the Owner (See SURF website ESH Manual at <http://sanfordlab.org>). The Work Planning and Controls process must be conducted and documented prior to the start of work in the form of a Job Hazards Analysis (JHA). A JHA, approved by the Project Manager and Safety POC, must be completed, and reviewed with the individual(s) expected to perform the work prior to work starting on a specified task. The SO is expected to review all JHAs. Copies of JHAs must be present at the location where work is being performed and accessible to the individuals performing the work and to Owner representatives.

11. The Contractor will conduct a crew work planning meeting (tailgate/toolbox talk), including, when necessary, Subcontractor employees, prior to the beginning of each shift. This talk will include the plan of work for the day, a review of hazards and potential regulatory issues, inspection/removal of loose puncture hazards as part of a general daily cleanup requirement of the work area, and the review of applicable JHAs.

12. The Contractor is responsible for identifying the need for Qualified and/or Competent Persons for specific tasks as defined in 29 CFR 1926.

13. Contractor shall provide all common Personal Protective Equipment (PPE) required for the work (hard hats, safety toe boots, safety glasses with side shields, hi-visibility clothing and required fall protection equipment as stated in the Scope of Work. Contractor included in its bid a separate line item for any PPE unique to the scope. Owner shall notify the Contractor in the Notice to Proceed of its intent to reduce the contract value if Owner elects to provide this PPE.

Unique PPE required for any underground work at a minimum includes:

- W65 Self Rescuers (must be maintained according to MSHA requirements) (always required when working underground)
- Gas Tester(s) (M40M or equivalent)
- Cap lamps

14. The Contractor is responsible for screening all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all ESH requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

15. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, chapters, and associated regulations. The following training is required for all Contractor personnel before they start work:

- Sanford Underground Research Facility (SURF) Surface and/or Underground Orientation Training or General Safety Basic Training, if onsite for more than 40 hours within a year.
- Any specific equipment training (eg: crane operator).
- Site specific training for environmental compliance (eg: spill prevention, Hazmat, storm water, etc.).

16. If the Owner perceives the Contractor has created or is exposed to an imminent danger, unacceptable risk or a non-compliance situation, the Owner will stop work until safe conditions are re-established. Such work stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

17. In the event of an incident, Contractor will notify the Project Manager and/or Safety POC immediately and never later than the end of shift on day of incident. Contractor shall complete the Owner's "First Report of Incident and Investigation" form and submit to the Project Manager or Safety POC. Contractor shall conduct an incident investigation in accordance with the Owner's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a recurrence, and any lessons learned. The Owner may at its discretion

participate in and facilitate the incident investigation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

18. The Contractor may with the Owners written permission operate SURF owned equipment, the Incidental Operator must first meet SDSTA requirements for operation of said equipment. The Contractor shall regularly inspect, test, and calibrate as necessary all equipment, machinery, tools, or other items furnished by the Owner that are employed in Contractor's work. Contractor shall take reasonable precautions to avoid damage to facility structures and utilities. If apparent defects are found in Owner-provided materials or equipment, defective equipment shall be taken out of service and Contractor shall promptly notify Owner of such defect(s) in writing. Contractor provided equipment shall be inspected and maintained prior to arriving on-site and before each use. Failure of Contractor provided equipment shall not be entitled to any compensation for downtime or delays or schedule extensions.

19. The Contractor shall manage all waste in performance of the work in compliance with Owner's Policies and Procedures and state and federal law. Further, the Contractor shall minimize the generation of all wastes and hazardous substances. All disposal and clean-up cost of spills of hazardous/non-hazardous substances and hazardous/non-hazardous debris/waste generated by the Contractor in the performance of the work will be at the expense of the Contractor. The Contractor shall manage all Storm Water Management including obtaining any necessary permits.

20. Flammables (defined in 30 CFR Part §57.4460 Storage of flammable liquids underground.) are not allowed underground. Flammables used on the surface are to be stored in engineered flammable cabinets or in containers with a minimum one-hour fire resistance.

- Combustibles in the underground work areas shall be managed as per 30 CFR Part 57.4104 -57.4531; as applicable.

21. All chemicals to be used at the Owner's facility must be pre-approved by the Owner and Safety Data Sheets (SDS) must be maintained by the Contractor and be readily available to workers on site.

22. Tier 4 engines are required on the Owner's site for underground use. Lower Tier 3 equipment may be allowed on site but only with Owner's permission. All underground diesel equipment must be approved by the Owner prior to usage. An equipment list with associated Tier designations and fuel types was provided to the Owner in the bid package.

23. Smoking, use of tobacco products, including vapor, alcohol, controlled substance or weapons are not allowed within the boundaries of the Owner's facility. All property owned and operated by the SDSTA is designated as tobacco and vapor-free. This applies to all areas of the surface and the underground. The Contractor shall manage and maintain a drug and alcohol policy that aligns with that of the Owner's written policy and procedures. ESH department review of this document may be required.

24. Contractor acknowledges that periodic evacuation drills and exercises are required by Owner to validate the adequacy and effectiveness of Owner's Emergency Response Plan. Contractor also recognizes that such drills and exercises enhance its employees' understanding of Owner's Emergency Response Plan. Contractor agrees to participate in quarterly evacuation drills, which may or may not be scheduled in advance, during the term of this Contract. It is understood that Contractor will not be entitled to any additional compensation for participating in these evacuation drills or exercises.

25. Contractor agrees to assess whether Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.

26. Owner reserves the right to restrict or deny access of any Contractor employee to the work location.

27. Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to the ESH Construction Safety Coordinator, Michelle Andresen (mandresen@sanfordlab.org), and to the SDSTA Representative named in the Contract. Hours shall be emailed to both Ms. Andresen and the SDSTA Representative no later than the 3rd day of the month for hours worked the previous month.

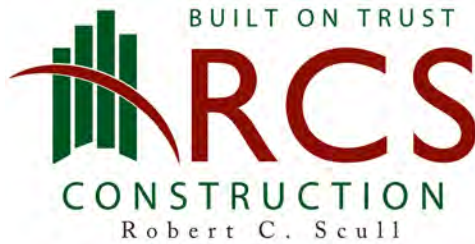
EXHIBIT C

SCOPE OF WORK

The Contractor will perform the following work to construct the Sacred Circle Garden located at the Sanford Underground Research Facility. All of the foregoing work shall be completed in conformity with the Request for Proposal and attachments thereto.

1. Construction of a new access road to the Sacred Circle Garden site, including Alternate 1: 3” depth recycled asphalt pavement
2. Site preparation and concrete form/pour/finish for the medicine wheel
3. Installation of electrical and irrigation lines to the site
4. Construction of a shade structure
5. Site landscaping, including removal of marked trees that impede construction activities

EXHIBIT D
CONTRACTOR'S PROPOSAL



September 9, 2022

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

Subject: Sacred Circle Garden Construction RFP 2022-32

Dear Benjamin,

We are pleased to submit the requested information for the Sacred Circle Garden. We understand the importance of this project. The RCS team has the experience needed to complete the project and work with South Dakota Science and Technology Authority (SDSTA). We believe RCS Construction is the right partner because we have **1) The Right People 2) A Proven Process and 3) A Track Record of Delivering Remarkable Results** on projects similar to the Sacred Circle Garden.

Expertise. RCS Construction's approach to accomplishing the scope begins with our team of highly qualified professionals that will provide superior, quality service to this project. As you examine our proposal, we believe you will find that our team provides outstanding value in our knowledge pertaining to the Sacred Circle Garden. RCS will provide the administration and safety over-site to ensure this project is on schedule and performed in a safe environment.

Our teams' experience and underlying philosophies serve as the source of our value. This project represents what we do "all day, every day" and we are excited to work with SDSTA to produce not only a fully optimized project, but a highly enjoyable and productive project experience. Some of the benefits our team provides include:

Strong Project Management, Local Knowledge, and Quality Control. RCS will provide SDSTA a local level of technical expertise to handle any and all future projects with SDSTA and will ensure all your current and future needs are met with the expectation of quality service every time.

Availability and Experience. Our project team is available to begin work immediately and have the resources and experience to complete this project in a timely and cost-effective manner. We are committed to be responsive to your needs as the project proceeds.

In summary, you will find that RCS is an exceptionally well-qualified team of professionals and would like to work with SDSTA to construct this important project.

Thank you for your consideration. We look forward to exceeding SDSTA's expectations.

Sincerely,

RCS Construction, Inc.

RC Scull

RC Scull
President, RCS Construction, Inc.



September 9, 2022

Sanford Underground Research Facility Foundation
Attn: Staci Miller
Foundation Director
630 East Summit Street
Lead, SD 57754

Re: Sacred Circle Garden

Dear Staci,

Per your request we propose to construct the above-mentioned project for the lump sum of **\$664,536.00.**

We have included the asphalt millings on the road, concrete/soil testing, tree removals. This price is also based on utilizing salvaged retaining wall blocks provided by RCS for the Road Retaining Wall and Boulders from the nearby Powder House Pass Development project for the Native Landscape Boulders and Native Boulder Retaining walls.

Proposed Completion – August 31, 2023

We exclude:

Restroom building and other items associated with it; Security fence; Signage; Bond;
Imported Topsoil/Soil Amendments – Existing Topsoil will be salvaged and reused; White sand/cement for 2 colors of the medicine wheel.

RCS Construction would provide an in-kind donation of \$50,000.00 bringing the cost to **\$614,536.00.**

If you have any questions, please feel free to follow up with me at 605-342-3787.

Thank you,


Robert C. Scull
CEO

Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709
Phone (605) 342-3787 • Fax (605) 348-4041
www.rcsconst.com



EXHIBIT E

FEDERAL REQUIREMENTS

FEDERAL TERMS AND CONDITIONS

The Equal Opportunity Act, 2000 (EOA) prohibits any person concerned with the provision of goods, facilities, and services to the public or a section of the public from discriminating against a person who seeks to obtain those goods, facilities and services. Discrimination on the basis of race, color, national origin, sex, disability, or age is prohibited by federal civil rights laws.

FA-TC-0015 FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

Subcontractor will comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

FA-TC-0015.1-SURF FEDERAL EXPORT CONTROL LAWS

The recipient will comply with all Federal Export Control laws, rules, and regulations which generally regulate the export of sensitive technologies, equipment, software, and related data and services such as: the Export Administration Act and Export Administration Regulations (“EAR”); the Atomic Energy Act of 1954; the Arms Export Control Act and the International Traffic in Arms Regulations (“ITAR”); and the Trading with the Enemy Act and the Foreign Asset Control Regulations.

FA-TC-0020 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

FA-TC-0023 ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PERFORMANCE OF WORK AT DOE FACILITIES

With respect to the performance of any portion of the work under this award which is performed at a DOE owned or controlled site, the recipient agrees to comply with all State and Federal ES&H regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-Owned or controlled site, the recipient shall contact the site facility manager for information on DOE and site specific ES&H requirements.

The recipient shall apply this term to its sub-recipients and contractors.

FA-TC-0031-CH (Modified) NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project.

FA-TC-0058 INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any

character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

FA-TC-0065 LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

FEDERAL TERMS AND CONDITIONS, CONT.

1. Equal Employment Opportunity – Compliance is required with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients require compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - All construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40

hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and subgrants of amounts in excess of \$100,000 require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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

**AGREEMENT FOR CONSTRUCTION
SDSTA CONTRACT #2022-32
SACRED CIRCLE GARDEN CONSTRUCTION**

THIS Agreement is made the 14th day of September 2022, by and between **R.C.S. CONSTRUCTION, INC.**, 1314 Fountain Plaza Drive, Rapid City, SD 57702 (the "Contractor") and the **SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**, 630 East Summit Street, Lead, SD 57754 (the "Owner").

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

**ARTICLE I
CONTRACT DOCUMENTS**

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

1. This Agreement for Construction
2. Request for Proposal and drawings
3. General Conditions
4. Contractor ESH Questionnaire
5. Construction ESH Manual

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

**ARTICLE II
STATEMENT OF WORK**

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

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

- A. The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed (NTP) by the Owner and shall be completed no later than **August 31, 2023**, subject to adjustments of the contract time as provided in the Contract Documents.
- B. In the event Contractor fails to substantially complete the work within the time agreed to above, Contractor shall be liable for liquidated damages in the amount of \$75.00 (seventy-five) per day, as more fully provided in Section 9.3.4 of the General Conditions.

**ARTICLE IV
CONTRACT SUM**

- A. For the performance of the work specified in the Contract Documents, the contractor has listed a total cost of \$664,536.00 with an in-kind contribution of \$50,000.00. Owner will pay Contractor and Contractor will accept as full compensation the sum of **\$614,536.00 (Six Hundred Fourteen Thousand, Five Hundred, and Thirty-Six Dollars)**, subject to additions or deductions as provided in the Contract Documents;
- B. Contract Sum includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **Alternate 1: 3” Depth Recycled Asphalt Pavement**
- C. Unit Prices, if any, are as follows: **None**

**ARTICLE V
PROGRESS PAYMENTS**

The Owner shall make progress payments on a monthly basis for work accomplished in accordance with General Conditions, Article 10.

**ARTICLE VI
ACCEPTANCE AND FINAL PAYMENT**

Final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the Owner in accordance with General Conditions Article 10.7.

**ARTICLE VII
NOTICE**

All notices, demands and other communications required by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or e-mailed:

If to Contractor:

Robert C. Scull II
President
R.C.S. Construction, Inc.
1314 Fountain Plaza Drive
Rapid City, South Dakota 57702
rc@rcsconst.com

If to Owner:

Mike Headley
Executive Director
SD Science and Technology Authority
630 East Summit Street
Lead, SD 57754
605-722-8650
mheadley@sanfordlab.org

Timothy M. Engel
Counsel for the SDSTA
May, Adam, Gerdes & Thompson LLP
503 S. Pierre Street
P.O. Box 160
Pierre, SD 57501
605-224-8803

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in one original counterpart the day and year above first written:

CONTRACTOR: R.C.S. CONSTRUCTION, INC.

By: _____ Date
Title: _____

(Affix Corporate Seal if Available)

OWNER: SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

Mike Headley Date
Executive Director

Report from Audit Committee—Ms. Patricia Lebrun

Audit Committee update—*informational*.

Recommended Action:

None.

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SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY AUDIT COMMITTEE CHARTER

STATEMENT OF MISSION

The mission of the South Dakota Science and Technology Authority (SDSTA) Audit Committee is to be the pro-active steward for oversight of the financial reporting and disclosure process for SDSTA, including the investigation of claimed breaches of ethics, theft, fraud, embezzlement and reports of whistle-blowers. Our responsibility is to the SDSTA Board of Directors to report independently on the results of the oversight so as to assist in maintaining and enhancing the quality of the financial reporting. The Audit Committee is committed to communication between and among directors, the external auditor and Chief Financial Officer (CFO).

A. The Audit Committee has the following responsibilities and duties:

1. Appointment

- Annually be appointed by the SDSTA Board of Directors at their annual meeting in June.
- At least one member will be deemed a “financial expert,” as defined by applicable law and regulation.

2. Review

- Annually review and update this Charter.
- Annually determine the independence of Audit Committee members through a certification by the SDSTA Board of Director’s Chairperson.
- Review the SDSTA’s annual financial statements and any reports or other financial information submitted to or from any governmental body, or the public, including any certification, report, opinion or review rendered by the external auditor or the SDSTA CFO.
- Review any report or memo or other communication from Federal and State regulators and reviewers, and attend as many entrance and exit conferences as possible.

3. External Auditors/CFO/Independent Counsel/Other Advisors

- The Audit Committee shall have the independent authority to engage any legal counsel or other advisors it deems necessary to carry out its duties.
- Periodically consult with the external auditor out of the presence of management about internal controls and the fullness and accuracy of the company’s financial statements.
- Make the selection, retention, and review the performance of, the external auditor, considering independence and effectiveness and approve the fees paid to the external auditor as well as the proposed fee. On an annual basis, the Audit Committee should review and discuss with the external auditor all significant relationships the external auditor has with the company to determine the auditor’s independence and consider the appropriateness of the non-audit services prior to their engagement.
- Periodically meet with the CFO on the results of exams, and be available to CFO for appropriate communications at any time they desire the meeting.

4. Financial Reporting Process

- In consultation with the external auditor, review the integrity of the SDSTA’s financial reporting processes.

SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY AUDIT COMMITTEE CHARTER

- Consider the external auditor's judgments about the quality and appropriateness of the SDSTA's accounting principles, as applied in its financial reports and as promulgated by the Governmental Accounting Standards Board.
- Consider and forward to the SDSTA Board of Directors, if appropriate, recommendations for major changes to the SDSTA's auditing and accounting principles and practices as suggested by the external auditor, management or the CFO.
- Establish regular and separate systems of reporting to the Audit Committee by management and the external auditor regarding any significant judgments made in management's preparation of the financial statements and the Audit Committee's view of each as to appropriateness of such judgments.
- Following completion of the annual audit, review separately with management and the external auditor any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work, or access to required information.
- Review and resolve any significant disagreement among management and the external auditor in connection with the preparation of the financial statements. Review in detail the passed audit adjustments and the materiality levels used by the external auditor, and the impact of Management's estimates used in the financial statement preparation.
- Review with the external auditor and management the extent to which changes or improvements in financial or accounting practices, as approved by the Audit Committee in prior reports or meetings, have been implemented.

5. Ethical and Legal Compliance

- Establish, review and update periodically a Conflict of Interest Policy and ensure that management has established a system to enforce this Policy.
- Review management's monitoring of compliance with the SDSTA's Conflict of Interest Policy, and verify that management has the proper review system in place to ensure that financial statements, reports, and other financial information disseminated to governmental organizations, and the public, satisfy legal requirements.
- Review with SDSTA's retained legal counsel any legal matter that could have a significant impact on the SDSTA's financial statements.
- Periodically review individual committee member education and obtain resources, seminars and materials to keep the level of member's education current.
- Perform any other activities consistent with this Charter, the SDSTA's By-Laws and governing law, as the Audit Committee or the SDSTA Board of Directors deems necessary or appropriate.

6. Reporting

In order to facilitate the proper execution of its duties and responsibilities, the Audit Committee shall conduct its reviews and investigations in a confidential manner. The Audit Committee shall report to the SDSTA Board the results of the Financial Reporting Process, consultations with External Auditors, the CFO or other Advisors, or any other issues they deem important for the SDSTA Board to meet its responsibilities. These reports shall include, but not be limited to, the results of the annual external audit or any internal audit on financial reports or compliance (including difficulties or disagreements encountered, if any, past

SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY AUDIT COMMITTEE CHARTER

adjustments, materiality defined by the auditor, any legal matter having a material impact on the report, management letter comments, etc.), the integrity of the financial reporting system, the appropriateness of the accounting principles applied to the financial reports, the status of internal controls, any suggested change to any of the above systems the Audit Committee thinks should be made, any significant report or communication from any other matter that the Audit Committee deems critical information needed by the SDSTA Board. To the extent permitted by applicable law, the Audit Committee's reports to the Board of Directors shall be delivered in closed session.

The Audit Committee shall strive to provide the Board with the information it needs to manage the reporting and accounting for the SDSTA as well as utilize the reports to manage all of the other risks it faces. These reports will be made when information is received and available. The Annual Schedule below outlines some of the reporting dates anticipated.

7. Budget Process

The Audit Committee will meet with the CFO in March to establish the annual budget for the Audit Committee to cover costs for audit fees, legal fees, consulting fees, continuing education travel and costs and miscellaneous costs.

B. Annual Schedule

The Audit Committee will meet at its discretion but the following is a guideline for business to be conducted during the year:

December-January – Meet with external auditors to discuss preliminary audit findings, letters to management, passed adjustments, materiality, management estimates, and quality and appropriateness of accounting principles.

March-June – Present audit findings, letter of comments and other appropriate information to the SDSTA's Board of Directors at SDSTA annual meeting. Meet to update issues on hiring other outside auditors for review, as deemed necessary, of such areas as EDP, compliance, etc.

September – Request proposal for external audit. Meet with CFO.

October/November/December – Meet with CFO to review any issues regarding the audit. Meet to engage external financial auditor on entrance conference. Review all SDSTA regulators' reports (State and/or Federal). Certify as to committee member's independence.

C. Limitations on the Committee's Role:

While the Audit Committee has the responsibilities and powers as stated above, it is not the Committee's duty to audit the SDSTA's financial statements or to determine that the SDSTA's financial statements are complete and accurate in accordance with generally accepted accounting principles (GAAP), as promulgated by the Governmental Accounting Standards Board. These are the responsibilities of management and the independent auditors.

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Financial Report—Mr. Mike Headley

Financial Report update by SDSTA CFO Terry Miller:

9A. Financial Summaries for August 2022, attached.

9B. South Dakota Investment Council Letter, attached. *(see suggested motion below)*

9C. Fiscal Year End Inventory Listing, *attached*.

9D. Fiscal Year End Board Per Diem Listing, *attached*.

(see suggested motions below)

Recommended Action:

(9B.) Motion to approve interest earning accrual at percentage discussed for fiscal year 2023.

(9) Motion to accept financial report as presented.

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DIVISION: ALL

BALANCE SHEET

ASSETS

AS OF
08/31/22

CURRENT ASSETS

First Interstate Checking	\$	5,603,797.72

Total in Local Checking		5,603,797.72
SD Treas: Indemnification		7,500,000.00
SD Treas: Mine Closure		1,520,425.48
SD Treas: Operating		1,304,075.96
SD Treas: Experiments		719,081.97

Total with SD Treasurer		11,043,583.41
Billed A/R		1,190,619.60
Unbilled A/R		(4,188.04)
Other A/R		346,706.51
Inventory - Supplies		3,237,428.11
Inventory - Warehouse		403,213.37
Other Current Assets		1,099,554.25

Total Current Assets		22,920,714.93

FIXED ASSETS

Land, Underground & Other		12,743,473.13
Bldgs & Infrastructure		19,386,433.19
Improvements		62,813,135.62
Work in Progress		-
Computer Equipment		381,499.81
Equipment & Fixtures		10,652,505.16
DOE Property Transfer		6,361,708.97
Accum Depr & Amort		(21,812,835.32)
DOE Prop. Accum Deprec.		(575,830.08)

Total Fixed Assets		89,950,090.48

OTHER ASSETS

Work in Process		-
Pension Deferred Outflows		11,243,668.96
Xenon Purchased		8,934,350.39

Total Other Assets		20,178,019.35

TOTAL ASSETS

=====

\$ 133,048,824.76

=====

DIVISION: ALL

BALANCE SHEET

LIABILITIES & EQUITY

		AS OF 08/31/22
		<hr/>
CURRENT LIABILITIES		
Accounts Payable	\$	1,192,401.57
Other Payables		4,479.02
		<hr/>
Total Accounts Payable		1,196,880.59
Accrued Payroll Liab		1,755,928.50
		<hr/>
Total Current Liabilities		2,952,809.09
OTHER LIABILITIES		
LT Xenon Notes Payable		6,000,000.00
Pension Deferred Inflows		9,300,127.02
		<hr/>
Total Other Liabilities		15,300,127.02
EQUITY		
Restricted: Indemnificati		7,500,000.00
Restricted: Mine Closure		1,520,425.48
Restricted: Pension		1,943,541.94
Restricted: Experim. Int.		719,081.97
Restricted: Foundation		58,393.38
		<hr/>
Total Restricted Funds		11,741,442.77
Investment in Gen FA		89,950,090.48
Unrestricted Funds		13,104,355.40
		<hr/>
Total Equity		114,795,888.65
		<hr/>
TOTAL LIABILITIES & EQUITY	\$	133,048,824.76
		<hr/>

ALL

STATEMENT OF INCOME

FOR THE PERIOD ENDING 08/31/22

	YR-TO-DATE
</PAGE_HEADER>	
REVENUE	
DOE Subcontracts	\$ 4,859,160.96
Checking Interest	1,129.53
Interest Income	18,491.79

TOTAL REVENUE	4,878,782.28
DIRECT COSTS	
Direct Labor	1,230,375.02
Board of Directors	806.49
Capital Outlay >\$5K	181,375.70
Contractual Svcs	866,458.29
Inventory	62,153.11
Supplies	110,443.47
Travel - Domestic	21,604.85
Travel - Foreign	-
Utilities	315,495.76
Other Direct Costs	16,670.98
Unallow/Unbill Costs	59,282.75

TOTAL DIRECT COSTS	2,864,666.42
INDIRECT COSTS	
Fringe Benefits	1,054,492.33
Overhead	1,619,258.87

TOTAL INDIRECT COSTS	2,673,751.20

GROSS PROFIT/LOSS ()FROM OPERATIONS	(659,635.34)

OTHER INCOME	
Water Treatment	60,234.21
Miscellaneous Income	12,085.47
Other Operating Income	3,236.95

TOTAL OTHER INCOME	75,556.63
OTHER EXPENSES	
Misc. Expenses & Donations	(93,728.37)
Loss (Gain) on Sale of FA	(96.07)
Other Unallowable Expense	64,438.08
Reclass Incr Net Assets	(370,037.93)

TOTAL OTHER EXPENSES	(399,424.29)
	=====
NET INCOME/LOSS ()	\$ (184,654.42)
	=====

DIVISION: ALL

COMPARATIVE BALANCE SHEET

ASSETS

	AS OF 08/31/22	AS OF 08/31/21	\$ CHANGE	% CHANGE
<hr/>				
CURRENT ASSETS				
First Interstate Checking	\$ 5,603,797.72	\$ 4,269,628.73	\$ 1,334,168.99	31.25%
First Interstate Other	-	-	-	0.00%
<hr/>				
Total in Local Checking	5,603,797.72	4,269,628.73	1,334,168.99	31.25%
SD Treas: Indemnification	7,500,000.00	7,616,378.22	(116,378.22)	-1.53%
SD Treas: Mine Closure	1,520,425.48	1,520,425.48	-	0.00%
SD Treas: Operating	1,304,075.96	1,131,522.84	172,553.12	15.25%
SD Treas: Sanford Gift #2	-	6,757.75	(6,757.75)	-100.00%
SD Treas: Spec Sess - Lab	-	132,659.12	(132,659.12)	-100.00%
SD Treas: Experiments	719,081.97	869,081.53	(149,999.56)	-17.26%
<hr/>				
Total with SD Treasurer	11,043,583.41	11,276,824.94	(233,241.53)	-2.07%
Billed A/R	1,190,619.60	2,702,458.61	(1,511,839.01)	-55.94%
Unbilled A/R	(4,188.04)	272,764.90	(276,952.94)	-101.54%
Other A/R	346,706.51	233,201.32	113,505.19	48.67%
Inventory - Supplies	3,237,428.11	3,280,073.02	(42,644.91)	-1.30%
Inventory - Warehouse	403,213.37	26,151.25	377,062.12	1441.85%
Other Current Assets	1,099,554.25	618,269.76	481,284.49	77.84%
<hr/>				
Total Current Assets	22,920,714.93	22,679,372.53	241,342.40	1.06%
<hr/>				
FIXED ASSETS				
Land, Underground & Other	12,743,473.13	12,633,473.13	110,000.00	0.87%
Bldgs & Infrastructure	19,386,433.19	15,592,844.49	3,793,588.70	24.33%
Improvements	62,813,135.62	62,813,135.62	-	0.00%
Computer Equipment	381,499.81	354,677.81	26,822.00	7.56%
Equipment & Fixtures	10,652,505.16	10,895,979.48	(243,474.32)	-2.23%
DOE Property Transfer	6,361,708.97	1,936,817.90	4,424,891.07	228.46%
Accum Depr & Amort	(21,812,835.32)	(20,070,824.41)	(1,742,010.91)	8.68%
DOE Prop. Accum Deprec.	(575,830.08)	(216,275.36)	(359,554.72)	166.25%
<hr/>				
Total Fixed Assets	89,950,090.48	83,939,828.66	6,010,261.82	7.16%
<hr/>				
OTHER ASSETS				
Work in Process	-	-	-	0.00%
Pension Deferred Outflows	11,243,668.96	4,135,812.00	7,107,856.96	171.86%
Xenon Purchased	8,934,350.39	8,934,350.39	-	0.00%
<hr/>				
Total Other Assets	20,178,019.35	13,070,162.39	7,107,856.96	54.38%
<hr/>				
TOTAL ASSETS	\$ 133,048,824.76	\$ 119,689,363.58	\$ 13,359,461.18	11.16%
<hr/>				

DIVISION: ALL

COMPARATIVE BALANCE SHEET

LIABILITIES & EQUITY

	AS OF 08/31/22	AS OF 08/31/21	\$ CHANGE	% CHANGE
CURRENT LIABILITIES				
Accounts Payable	\$ 1,192,401.57	\$ 1,142,349.93	50,051.64	4.38%
Other Payables	4,479.02	78,069.78	(73,590.76)	-94.26%
	-----	-----	-----	-----
Total Accounts Payable	1,196,880.59	1,220,419.71	(23,539.12)	-1.93%
Accrued Payroll Liab	1,755,928.50	1,851,312.01	(95,383.51)	-5.15%
	-----	-----	-----	-----
Total Current Liabilities	2,952,809.09	3,071,731.72	(118,922.63)	-3.87%
OTHER LIABILITIES				
LT Xenon Notes	6,000,000.00	6,000,000.00	-	0.00%
Pension Deferred Inflows	9,300,127.02	3,467,898.62	5,832,228.40	168.18%
	-----	-----	-----	-----
Total Other Liabilities	15,300,127.02	9,467,898.62	5,832,228.40	61.60%
	-----	-----	-----	-----
TOTAL LIABILITIES	18,252,936.11	12,539,630.34	5,713,305.77	45.56%
EQUITY				
Restricted: Indemnificati	7,500,000.00	7,500,000.00	-	0.00%
Restricted: Lab	-	76,673.47	(76,673.47)	-100.00%
Restricted: Mine Closure	1,520,425.48	1,540,274.87	(19,849.39)	-1.29%
Restricted: Sanford Gift2	-	6,569.97	(6,569.97)	-100.00%
Restricted: Pension	1,943,541.94	667,913.38	1,275,628.56	190.99%
Restricted: Experim. Int.	719,081.97	881,129.64	(162,047.67)	-18.39%
Restricted: Foundation	58,393.38	25,000.00	33,393.38	133.57%
	-----	-----	-----	-----
Total Restricted Funds	11,741,442.77	10,697,561.33	1,043,881.44	9.76%
Investment in Gen FA	89,950,090.48	83,939,828.66	6,010,261.82	7.16%
Unrestricted Funds	13,104,355.40	12,512,343.25	592,012.15	4.73%
	-----	-----	-----	-----
TOTAL EQUITY	114,795,888.65	107,149,733.24	7,646,155.41	7.14%
	=====	=====	=====	=====
TOTAL LIABILITIES & EQUITY	\$ 133,048,824.76	\$ 119,689,363.58	\$ 13,359,461.18	11.16%
	=====	=====	=====	=====

COMPARATIVE STATEMENT OF INCOME

FOR THE PERIOD ENDING 08/31/22

	YEAR TO DATE	PRIOR YEAR TO DATE	\$ CHANGE	% CHANGE
REVENUE				
DOE Subcontracts	\$ 4,859,160.96	\$ 4,446,647.37	\$ 412,513.59	9.28%
NSF/NASA Subcontracts	-	-	-	0.00%
State Revenue	-	-	-	0.00%
Checking Interest	1,129.53	328.23	801.30	244.13%
Interest Income	18,491.79	18,647.00	(155.21)	-0.83%
	-----	-----	-----	-----
TOTAL REVENUE	4,878,782.28	4,465,622.60	413,159.68	9.25%
DIRECT COSTS				
Direct Labor	1,230,375.02	1,300,072.68	(69,697.66)	-5.36%
Board of Directors	806.49	990.56	(184.07)	-18.58%
Capital Outlay >\$5K	181,375.70	174,771.66	6,604.04	3.78%
Contractual Svcs	866,458.29	451,246.82	415,211.47	92.01%
Inventory	62,153.11	44,140.20	18,012.91	40.81%
Supplies	110,443.47	429,231.80	(318,788.33)	-74.27%
Travel - Domestic	21,604.85	16,808.74	4,796.11	28.53%
Travel - Foreign	-	-	-	0.00%
Utilities	315,495.76	303,784.10	11,711.66	3.86%
Other Direct Costs	16,670.98	5,376.19	11,294.79	210.09%
Unallow/Unbill Costs	59,282.75	55,795.47	3,487.28	6.25%
	-----	-----	-----	-----
TOTAL DIRECT COSTS	2,864,666.42	2,782,218.22	82,448.20	2.96%
INDIRECT COSTS				
Fringe Benefits	1,054,492.33	993,455.19	61,037.14	6.14%
Overhead	1,619,258.87	1,300,649.93	318,608.94	24.50%
	-----	-----	-----	-----
TOTAL INDIRECT COSTS	2,673,751.20	2,294,105.12	379,646.08	16.55%
	-----	-----	-----	-----
GROSS PROFIT/LOSS ()	(659,635.34)	(610,700.74)	(48,934.60)	517.81%
	-----	-----	-----	-----
OTHER INCOME				
Water Treatment	60,234.21	75,845.39	(15,611.18)	-20.58%
Miscellaneous Income	12,085.47	25,421.96	(13,336.49)	-52.46%
Other Operating Income	3,236.95	151,966.86	(148,729.91)	-97.87%
	-----	-----	-----	-----
TOTAL OTHER INCOME	75,556.63	253,234.21	(177,677.58)	-70.16%
OTHER EXPENSES				
Misc. Expenses & Donations	(93,728.37)	(92,985.28)	(743.09)	0.80%
Loss (Gain) on Sale of FA	(96.07)	(2,720.00)	2,623.93	-96.47%
Other Unallowable Expense	64,438.08	40,153.36	24,284.72	60.48%
Reclass Incr Net Assets	(370,037.93)	(287,355.56)	(82,682.37)	28.77%
	-----	-----	-----	-----
TOTAL OTHER EXPENSES	(399,424.29)	(342,907.48)	(56,516.81)	16.48%
	=====	=====	=====	=====
NET INCOME/LOSS ()	\$ (184,654.42)	\$ (14,559.05)	\$ (170,095.37)	1168.31%
	=====	=====	=====	=====

South Dakota Science & Technology Authority
Available Resources
8/31/2022

Cash Total Checking	\$ 5,603,798
Cash With State Treasurer	<u>\$ 11,043,583</u>
Total Cash	\$ 16,647,381
Less: Restricted Funds	
Indemnification/Mine Closure	\$ (9,020,425)
Experiments (Xenon, Interest, Infrastructure)	<u>\$ (719,082)</u>
Total Cash Available for Infrastructure Upgrades and Authority Operations	\$ 6,907,874
Plus: Accounts Receivable Billed	\$ 1,190,620
Accounts Receivable Unbilled	\$ 4,188
Less: Current Liabilities (Accounts Payable & Accrued Payroll)	<u>\$ (2,952,809)</u>
Available Cash and Receivables	<u><u>\$ 5,149,872</u></u>

SDSTA Operating Budget Summary FY2023

Actual vs Budget
August 2022 & YTD

	August 2022	Budget	\$ Over/Under Budget	% of Budget	Actual YTD	YTD Budget	\$ Over/Under Budget	% of Budget	% Remaining
									100%
SDSTA (Authority) Direct Charges									
Board of Directors	\$18,141.00	\$29,750.00	\$11,609.00	60.98%	\$38,417.00	\$59,500.00	\$21,083.00	64.57%	35.43%
Executive Office	\$36,419.00	\$79,694.00	\$43,275.00	45.7%	\$72,641.00	\$159,388.00	\$86,747.00	45.57%	54.43%
Science Center E & O	\$11,932.00	\$34,683.00	\$22,751.00	34.4%	\$56,398.00	\$91,549.00	\$35,151.00	61.60%	38.40%
Science Liaison	-\$2,745.00	\$0.00	\$2,745.00	100.0%	-\$1,109.00	\$0.00	\$1,109.00	100.00%	0.00%
SLHVC (Visitor Center)	\$66,888.00	\$74,114.00	\$7,226.00	90.25%	\$120,889.00	\$140,795.00	\$19,906.00	100.00%	0.00%
Subtotal	\$130,635.00	\$218,241.00	\$87,606.00	59.86%	\$287,236.00	\$451,232.00	\$163,996.00	63.66%	36.34%
Federal/State Funding - Direct Charges									
Fermi C#671265 Prof. St.Services	\$13,828.00	\$5,000.00	-\$8,828.00	276.56%	\$20,040.00	\$10,000.00	-\$10,040.00	200.40%	-100.40%
Fermi C#685922 Op Serv Support	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
Fermi C#674969 Ross Logist.Supp.	\$172,857.00	\$250,000.00	\$77,143.00	69.14%	\$406,602.00	\$500,000.00	\$93,398.00	81.32%	18.68%
Fermi Misc. Contracts	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
Office of Science Coop.Agree	\$741,104.00	\$1,326,469.00	\$585,365.00	55.87%	\$2,252,872.00	\$2,607,588.00	\$354,716.00	86.40%	13.60%
Office of Science IIP Projects	\$651,064.00	\$651,064.00	\$0.00	100.0%	\$661,528.00	\$661,528.00	\$0.00	100.00%	0.00%
LBNL SIGMA-V C#7371823	\$2,644.00	\$10,000.00	\$7,356.00	26.44%	\$3,311.00	\$20,000.00	\$16,689.00	16.56%	83.45%
LBNL LZExp.Operat.C#7650068 & DE-SC0022857	\$48,525.00	\$55,000.00	\$6,475.00	88.23%	\$92,602.00	\$110,000.00	\$17,398.00	84.18%	15.82%
MJD (Majorana) ORNL144149	\$1,720.00	\$2,000.00	\$280.00	86.0%	\$2,067.00	\$4,000.00	\$1,933.00	51.68%	48.33%
* Kiewit/Thyssen/DakotaT.	\$25.00	\$4,000.00	\$3,975.00	0.63%	\$2,050.00	\$8,000.00	\$5,950.00	25.63%	74.38%
* Caterpillar Inc.	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
RESPEC Thermal Breakout	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
Subtotal	\$1,631,767.00	\$2,303,533.00	\$671,766.00	70.84%	\$3,441,072.00	\$3,921,116.00	\$480,044.00	87.76%	12.24%
Indirect Expenses									
Indirect Charges Personnel	\$416,943.00	\$549,068.00	\$132,125.00	75.94%	\$795,755.00	\$972,664.00	\$176,909.00	81.81%	18.19%
Indirect Charges Other	\$521,138.00	\$686,281.00	\$165,143.00	75.94%	\$1,062,753.00	\$1,271,247.00	\$208,494.00	83.60%	16.40%
Subtotal	\$938,081.00	\$1,235,349.00	\$297,268.00	75.94%	\$1,858,508.00	\$2,243,911.00	\$385,403.00	82.82%	17.18%
Totals	\$2,700,483.00	\$3,757,123.00	\$1,056,640.00	71.88%	\$5,586,816.00	\$6,616,259.00	\$1,029,443.00	84.44%	15.56%
* Private Corporations (Commercial Group)									



SOUTH DAKOTA INVESTMENT COUNCIL

4009 West 49th Street, Suite 300

Sioux Falls, SD 57106-3784 USA

Phone: (605) 362-2820

August 1, 2022

Interest Proration Participating Agencies:

You recently received your 2022 interest proration voucher this week by e-mail. This represents interest on each agency fund's average balance for fiscal year 2022 as determined by SDCL 4-5-30. The Cash Flow Fund received \$23,336,733 of interest and net gains for the fiscal year on an average balance of \$2.725 billion. The rate (net of fees) for fiscal year 2022, payable in fiscal year 2023, is .84%.

If you have any questions regarding the calculation, please call Tiffany Ripperda (605-773-8466) at the Bureau of Finance and Management or Sherry Nelson at the South Dakota Investment Council.

Sincerely,

Matthew L. Clark
State Investment Officer

MLC/szn
Enclosure

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SD Science & Technology Authority

Year to Date Reconciliation - 7/1/2021 through 6/30/2022

June 30, 2022

Year to Date 7/1/2021 through 6/30/2022

Cost of Fixed Assets

Accumulated Depreciation

000 - SD Science & Technology Authority

Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
110 - Automobiles										
77 2003 Chevy Astro AWD	7/15/2008	7/15/2008	9,079.90			9,079.90	8,172.00			8,172.00
78 2003 Ford F250 63-1658	1/16/2009	1/16/2009	11,890.17			11,890.17	10,700.97			10,700.97
79 2000 Ford F150 V8 Whit	2/16/2009	2/16/2009	7,273.42			7,273.42	6,545.72			6,545.72
348 2001 Dodge 2500 W/Mai	8/12/2009	8/12/2009	8,906.71			8,906.71	8,016.00			8,016.00
349 2004 Ford Explorer Sport	6/4/2010	6/4/2010	13,306.83			13,306.83	11,976.00			11,976.00
570 2009 Chevy G3500 Van	9/8/2014	9/8/2014	16,900.00			16,900.00	14,849.00	361.00		15,210.00
653 2011 Chevy3500Stakebe	11/21/2016	11/21/2016	22,657.45			22,657.45	13,351.00	2,913.00		16,264.00
702 2002 Chevy 2500 Truck I	6/17/2019	6/17/2019	10,000.00			10,000.00	2,572.00	1,286.00		3,858.00
712 2018 Dodge Ram Plow T	11/25/2019	11/25/2019	40,243.00			40,243.00	8,192.00	5,174.00		13,366.00
713 2019 DodgeRam-W-VPlc	12/19/2019	12/19/2019	48,210.00			48,210.00	9,297.00	6,198.00		15,495.00
722 2020 Ford Passenger Van	4/1/2020	4/1/2020	48,869.00			48,869.00	7,854.00	6,283.00		14,137.00
730 2011 Chevy 3500 w/Utili	5/28/2021	5/28/2021	30,185.00			30,185.00	323.00	3,881.00		4,204.00
738 2021 Dodge Ram 3500	6/17/2021	6/17/2021	39,475.00			39,475.00		5,075.00		5,075.00
753 2019 Dodge Ram Pickup	2/28/2022	2/28/2022		30,046.93		30,046.93		2,121.00		2,121.00
754 2019 Dodge Ram Pickup	2/28/2022	2/28/2022		30,634.73		30,634.73		2,162.00		2,162.00
756 2019 Dodge Ram Pickup	2/28/2022	2/28/2022		30,572.01		30,572.01		2,158.00		2,158.00
757 2019 Dodge Ram Pickup	2/28/2022	2/28/2022		30,067.98		30,067.98		2,122.00		2,122.00
758 2022Ford Transit White I	4/20/2022	4/20/2022		49,293.00		49,293.00		1,056.00		1,056.00
			306,996.48	170,614.65	0.00	477,611.13	101,848.69	40,790.00	0.00	142,638.69
120 - Building										
10 Ross Hoist Room	4/14/2006	4/14/2006	436,796.20			436,796.20	141,215.72	8,736.00		149,951.72
14 Ross Head Frame & Crus	4/14/2006	4/14/2006	421,551.65			421,551.65	136,285.90	8,431.00		144,716.90
19 Yates Head Frame & Cru	4/14/2006	4/14/2006	496,154.18			496,154.18	160,404.06	9,923.00		170,327.06
24 Mine Office - Admin Bld	4/14/2006	4/14/2006	461,316.99			461,316.99	149,138.23	9,226.00		158,364.23
25 Yates Hoist/MG Set Rooi	4/14/2006	4/14/2006	797,826.88			797,826.88	257,940.43	15,957.00		273,897.43
26 Ross Substation Building	4/14/2006	4/14/2006	13,615.43			13,615.43	4,398.12	272.00		4,670.12
27 Ross Boiler	4/14/2006	4/14/2006	23,236.99			23,236.99	7,515.57	465.00		7,980.57
28 Ross Core Shed	4/14/2006	4/14/2006	6,785.02			6,785.02	2,197.17	136.00		2,333.17
29 Ross Dry	4/14/2006	4/14/2006	142,961.96			142,961.96	46,216.27	2,859.00		49,075.27
30 Ross Pipe Shop	4/14/2006	4/14/2006	50,830.92			50,830.92	16,438.05	1,017.00		17,455.05
31 LHD Warehouse	4/14/2006	4/14/2006	51,988.23			51,988.23	16,810.45	1,040.00		17,850.45

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Sys ID	Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
120 - Building											
32	Ross Tramway Shed	4/14/2006	4/14/2006	68,757.90			68,757.90	22,227.31	1,375.00		23,602.31
33	Ross Air Tanks	4/14/2006	4/14/2006	7,760.79			7,760.79	2,506.45	155.00		2,661.45
34	Ross Ramp	4/14/2006	4/14/2006	7,091.37			7,091.37	2,294.69	142.00		2,436.69
35	Oro Hondo Fan Building	4/14/2006	4/14/2006	6,807.71			6,807.71	2,199.06	136.00		2,335.06
36	Oro Hondo Substation Bt	4/14/2006	4/14/2006	6,807.71			6,807.71	2,199.06	136.00		2,335.06
37	Shaft Heater Room @ #5	4/14/2006	4/14/2006	6,240.40			6,240.40	2,019.81	125.00		2,144.81
38	Tramway Roundhouse	4/14/2006	4/14/2006	7,624.64			7,624.64	2,459.11	152.00		2,611.11
39	Main Warehouse	4/14/2006	4/14/2006	142,224.46			142,224.46	45,974.84	2,844.00		48,818.84
41	Bottle Gas Storage	4/14/2006	4/14/2006	20,967.75			20,967.75	6,774.55	419.00		7,193.55
42	Tramway	4/14/2006	4/14/2006	177,908.22			177,908.22	57,515.19	3,558.00		61,073.19
45	Foundry	4/14/2006	4/14/2006	162,810.11			162,810.11	52,633.56	3,256.00		55,889.56
46	Battery Repair Building	4/14/2006	4/14/2006	26,141.62			26,141.62	8,453.51	523.00		8,976.51
47	Bit Shop	4/14/2006	4/14/2006	5,446.17			5,446.17	1,761.65	109.00		1,870.65
48	Paint Shop	4/14/2006	4/14/2006	7,715.41			7,715.41	2,490.67	154.00		2,644.67
50	East Substation Building	4/14/2006	4/14/2006	6,807.71			6,807.71	2,199.06	136.00		2,335.06
51	Wash Rack	4/14/2006	4/14/2006	7,148.10			7,148.10	2,311.41	143.00		2,454.41
52	Steady Head Tank	4/14/2006	4/14/2006	8,271.37			8,271.37	2,668.98	165.00		2,833.98
53	Yates Safety & Dry	4/14/2006	4/14/2006	215,259.87			215,259.87	69,590.46	4,305.00		73,895.46
54	Yates Power Substation E	4/14/2006	4/14/2006	11,436.96			11,436.96	3,700.66	229.00		3,929.66
55	Yates Bosses Office	4/14/2006	4/14/2006	6,490.02			6,490.02	2,100.60	130.00		2,230.60
57	Yates Lamp Room	4/14/2006	4/14/2006	10,620.03			10,620.03	3,428.61	212.00		3,640.61
58	Yates Dust Collector	4/14/2006	4/14/2006	3,630.78			3,630.78	1,178.43	73.00		1,251.43
59	Yates Sawmill	4/14/2006	4/14/2006	33,947.79			33,947.79	10,975.74	679.00		11,654.74
60	Used Oil Storage Tank	4/14/2006	4/14/2006	2,042.31			2,042.31	662.12	41.00		703.12
61	Yates Cooling Tower	4/14/2006	4/14/2006	5,446.17			5,446.17	1,761.65	109.00		1,870.65
62	Yates Compressor	4/14/2006	4/14/2006	173,180.53			173,180.53	55,993.38	3,464.00		59,457.38
64	WW Influent Building	4/14/2006	4/14/2006	645,487.44			645,487.44	208,687.04	12,910.00		221,597.04
65	WW Lab/Fishouse	4/14/2006	4/14/2006	134,476.55			134,476.55	43,481.47	2,690.00		46,171.47
66	WW Mechanical Building	4/14/2006	4/14/2006	727,249.18			727,249.18	235,117.53	14,545.00		249,662.53
67	WW Warehouse	4/14/2006	4/14/2006	174,012.66			174,012.66	56,254.70	3,480.00		59,734.70
68	WW Sandfilter Building	4/14/2006	4/14/2006	917,399.02			917,399.02	296,592.40	18,348.00		314,940.40
338	Building Closing Costs	1/31/2007	1/31/2007	63,820.42			63,820.42	18,906.67	1,276.00		20,182.67
73	WW Protec Building 56X	12/1/2008	12/1/2008	64,632.77			64,632.77	32,528.10	2,585.00		35,113.10
74	WW Valve Building 9X1	12/16/2008	12/16/2008	15,178.78			15,178.78	3,799.79	304.00		4,103.79
75	WW Pole Frame Building	2/5/2009	2/5/2009	104,518.82			104,518.82	25,950.99	2,090.00		28,040.99

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
120 - Building										
666 Ellison Hoist Bldg	6/12/2017	6/12/2017	24,252.00			24,252.00	1,980.00	485.00		2,465.00
668 Ellison Dry-Paint Ship	6/12/2017	6/12/2017	49,632.00			49,632.00	4,055.00	993.00		5,048.00
669 Old Compressor Bldg.	6/12/2017	6/12/2017	39,198.00			39,198.00	3,201.00	784.00		3,985.00
670 Drill Bit Shop	6/12/2017	6/12/2017	87,138.00			87,138.00	7,117.00	1,743.00		8,860.00
686 Radon Removal Building	9/15/2017	9/15/2017	615,530.88			615,530.88	47,192.00	12,311.00		59,503.00
742 MSF - Mainten. Support	6/30/2021	6/30/2021	5,885,478.93			5,885,478.93		117,710.00		117,710.00
747 SLHVC Building	1/7/2022	1/7/2022		3,793,588.70		3,793,588.70		42,625.00		42,625.00
			13,589,655.80	3,793,588.70	0.00	17,383,244.50	2,291,504.22	315,711.00	0.00	2,607,215.22
130 - Computer Hardware										
88 Rack Server RACK	5/30/2009	5/30/2009	5,700.94			5,700.94	5,700.02			5,700.02
89 Rack Server RACK	5/30/2009	5/30/2009	5,700.94			5,700.94	5,700.02			5,700.02
351 Server Rack	6/30/2010	6/30/2010	7,986.99			7,986.99	7,986.00			7,986.00
352 PLC Mine Monitoring Sy	6/30/2010	6/30/2010	7,910.20			7,910.20	7,910.00			7,910.00
429 PLC Mine Monitoring Sy	7/15/2010	7/15/2010	2,343.71			2,343.71	2,343.00			2,343.00
433 PLC Mine Monitoring Sy	4/1/2011	4/1/2011	19,866.94			19,866.94	19,866.00			19,866.00
549 Apple MP 3.5 1TB 32GB	3/31/2014	3/31/2014	5,170.42			5,170.42	5,170.00			5,170.00
621 Server-HP DL360Gen9 8	8/21/2015	8/21/2015	11,014.87			11,014.87	11,014.00			11,014.00
622 Server HP DL360 Gen9 8	8/21/2015	8/21/2015	11,014.88			11,014.88	11,014.00			11,014.00
623 Switch - HP 3800-24G S	8/21/2015	8/21/2015	7,522.00		(7,522.00)	0.00	7,522.00		(7,522.00)	0.00
624 Switch 5800-24G Switch	8/21/2015	8/21/2015	7,522.00		(7,522.00)	0.00	7,522.00		(7,522.00)	0.00
645 Toshiba Server (Applicat	6/14/2016	6/14/2016	5,528.00			5,528.00	5,528.00			5,528.00
659 Router MX104 Edge Rou	1/16/2017	1/16/2017	35,725.93			35,725.93	31,557.00	4,168.00		35,725.00
660 Backup Server HP DL380	3/2/2017	3/2/2017	9,536.63			9,536.63	8,264.00	1,272.00		9,536.00
661 Backup Server HP DL380	3/2/2017	3/2/2017	9,536.63			9,536.63	8,264.00	1,272.00		9,536.00
662 Firewall Fortigate800D U	4/2/2017	4/2/2017	12,337.00			12,337.00	10,485.00	1,852.00		12,337.00
663 Firewall Fortigate800D U	4/2/2017	4/2/2017	12,337.00			12,337.00	10,485.00	1,852.00		12,337.00
688 StorageArrayNetworkSAI	9/29/2017	9/29/2017	38,555.00			38,555.00	28,916.00	7,711.00		36,627.00
699 CiscoNexusSwitch 10G F	5/7/2019	5/7/2019	8,125.00			8,125.00	3,521.00	1,625.00		5,146.00
700 Cisco Nexus Switch 48 1	5/7/2019	5/7/2019	8,125.00			8,125.00	3,521.00	1,625.00		5,146.00
705 Cisco Nexus Switch N9K	7/1/2019	7/1/2019	10,909.00			10,909.00	4,364.00	2,182.00		6,546.00
709 Metasys Server Johnson C	9/17/2019	9/17/2019	15,418.00			15,418.00	5,397.00	3,084.00		8,481.00
714 Cisco Nexus Switch9318	1/20/2020	1/20/2020	12,787.50			12,787.50	3,623.00	2,557.00		6,180.00
715 Cisco Nexus Switch 9318	1/20/2020	1/20/2020	12,787.50			12,787.50	3,623.00	2,557.00		6,180.00
716 Cisco Nexus Switch 9318	1/20/2020	1/20/2020	12,787.50			12,787.50	3,623.00	2,557.00		6,180.00
717 Cisco Nexus Switch N93	1/20/2020	1/20/2020	12,787.50			12,787.50	3,623.00	2,557.00		6,180.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
130 - Computer Hardware										
718 Fortinet Firewall	1/20/2020	1/20/2020	18,866.45			18,866.45	5,345.00	3,773.00		9,118.00
719 Fortinet Firewall	1/20/2020	1/20/2020	18,866.45			18,866.45	5,345.00	3,773.00		9,118.00
724 AppleMACPro	6/19/2020	6/19/2020	7,907.83			7,907.83	1,581.00	1,581.00		3,162.00
			354,677.81	0.00	(15,044.00)	339,633.81	238,812.04	45,998.00	(15,044.00)	269,766.04
140 - Equipment & Fixtures										
119 Telephone Equipment	6/1/2006	6/1/2006	3,927.47			3,927.47	3,926.69			3,926.69
120 Kubota RTV900T6H Util	10/31/2006	10/31/2006	16,535.00			16,535.00	16,535.00			16,535.00
121 John Deere 304J Wheel L	11/30/2006	11/30/2006	89,701.26			89,701.26	89,700.83			89,700.83
122 Solomon Corp 1000kva,1	3/16/2007	3/16/2007	8,017.33			8,017.33	3,850.43	200.00		4,050.43
179 Softstart Controllers 700F	6/30/2007	6/30/2007	167,350.00			167,350.00	145,040.67	22,309.00		167,349.67
123 Oxygen Booster Pumps (7/1/2007	7/1/2007	21,400.00			21,400.00	21,400.00			21,400.00
124 Command Modules Com	7/1/2007	7/1/2007	18,589.00			18,589.00	18,589.00			18,589.00
125 Self-Contained Breathing	7/1/2007	7/1/2007	97,720.00			97,720.00	97,720.00			97,720.00
207 Motor GE 700HP HL840	9/24/2007	9/24/2007	28,370.67			28,370.67	18,434.53	1,418.00		19,852.53
154 700HP Kirk Timberyard :	11/29/2007	11/29/2007	25,860.76			25,860.76	11,206.03	862.00		12,068.03
168 Transformer 225 KVA TH	12/17/2007	12/17/2007	12,355.22			12,355.22	4,016.88	309.00		4,325.88
126 Safety Apparatus (7 pack	12/31/2007	12/31/2007	48,860.00			48,860.00	48,860.00			48,860.00
213 Transformer GE 500KVA	2/27/2008	2/27/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
220 Transformer GE 500KVA	2/27/2008	2/27/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
221 Transformer Howard Ind	2/27/2008	2/27/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
223 Transformer Howard Ind	2/27/2008	2/27/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
224 Transformer Solomon 100	2/27/2008	2/27/2008	5,900.00			5,900.00	1,923.50	148.00		2,071.50
225 Transformer Solomon 100	2/27/2008	2/27/2008	5,900.00			5,900.00	1,923.50	148.00		2,071.50
226 Transformer Solomon 100	2/27/2008	2/27/2008	5,900.00			5,900.00	1,923.50	148.00		2,071.50
227 Transformer Howard Ind	2/27/2008	2/27/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
228 Transformer GE 75KVA	2/27/2008	2/27/2008	5,800.00			5,800.00	1,885.00	145.00		2,030.00
229 Transformer GE 75KVA	2/27/2008	2/27/2008	5,800.00			5,800.00	1,885.00	145.00		2,030.00
230 Transformer GE 75KVA	2/27/2008	2/27/2008	5,800.00			5,800.00	1,885.00	145.00		2,030.00
218 Transformer GE 500KVA	2/28/2008	2/28/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
129 3 Ton Locomotive Batter	2/29/2008	2/29/2008	7,884.00		(7,884.00)	0.00	7,884.00		(7,884.00)	0.00
201 Pump Ingersoll Rand 037	3/12/2008	3/12/2008	91,206.72			91,206.72	47,424.27	3,648.00		51,072.27
211 Transformer GE 500KVA	3/25/2008	3/25/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
212 Transformer GE 500KVA	3/25/2008	3/25/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
214 Transformer Westinghou	3/25/2008	3/25/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
216 Transformer Westinghou	3/25/2008	3/25/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
217 Transformer Westinghou:	3/25/2008	3/25/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
219 Transformer GE 500KVA	3/25/2008	3/25/2008	7,350.00			7,350.00	2,391.75	184.00		2,575.75
144 Cranes	4/30/2008	4/30/2008	100,509.34			100,509.34	17,420.12	1,340.00		18,760.12
204 Motor GE 700HP FM84C	5/6/2008	5/6/2008	32,772.50			32,772.50	21,306.63	1,639.00		22,945.63
190 Troll 9500 Water Sample	5/14/2008	5/14/2008	8,325.92		(8,325.92)	0.00	8,324.59	0.41	(8,325.00)	0.00
180 Axial Flow Mine Fan 15C	5/30/2008	5/30/2008	53,484.75			53,484.75	34,762.24	2,674.00		37,436.24
142 Base Interface 4 channel	6/18/2008	6/18/2008	6,011.00			6,011.00	6,011.00			6,011.00
132 Telephone System Additi	6/30/2008	6/30/2008	11,371.31			11,371.31	11,371.00			11,371.00
166 Ross Hoist (2)	6/30/2008	6/30/2008	121,842.89			121,842.89	21,124.57	1,625.00		22,749.57
169 Transformer GE 5MVA 1	7/1/2008	7/1/2008	5,000.00			5,000.00	1,625.00	125.00		1,750.00
171 Transformer GE 1500KV	7/1/2008	7/1/2008	5,000.00			5,000.00	1,625.00	125.00		1,750.00
172 Transformer GE 10,000K	7/1/2008	7/1/2008	10,000.00			10,000.00	3,250.00	250.00		3,500.00
173 Transformer GE 20,000K	7/1/2008	7/1/2008	15,000.00			15,000.00	4,875.00	375.00		5,250.00
174 Transformer GE 10,000 K	7/1/2008	7/1/2008	10,000.00			10,000.00	3,250.00	250.00		3,500.00
175 Transformer GE 10,000K	7/1/2008	7/1/2008	10,000.00			10,000.00	3,250.00	250.00		3,500.00
247 MG Sets (2) Yates	7/1/2008	7/1/2008	60,000.00			60,000.00	10,400.00	800.00		11,200.00
235 FLYGT Centrifugal Pump	7/23/2008	7/23/2008	11,997.23			11,997.23	6,199.90	480.00		6,679.90
202 Pump Ingersoll Rand 213	8/1/2008	8/1/2008	22,508.00			22,508.00	11,625.29	900.00		12,525.29
203 Pump Ingersoll Rand 675	8/1/2008	8/1/2008	130,646.97			130,646.97	67,502.39	5,226.00		72,728.39
234 Diesel Generator - WWTP	8/1/2008	8/1/2008	5,000.00		(5,000.00)	0.00	5,000.00		(5,000.00)	0.00
236 FLYGT 10HP Pumps (2)	8/1/2008	8/1/2008	12,000.00			12,000.00	6,200.00	480.00		6,680.00
237 FLYGT 15HP Pumps (2)	8/1/2008	8/1/2008	18,000.00			18,000.00	9,300.00	720.00		10,020.00
241 Rotating Biological Cont	8/1/2008	8/1/2008	206,014.95			206,014.95	53,216.94	4,120.00		57,336.94
242 Sand Filter Galiger Pump	8/1/2008	8/1/2008	5,000.00			5,000.00	2,583.00	200.00		2,783.00
243 Sand Filters (3) WWTP	8/1/2008	8/1/2008	45,000.00			45,000.00	11,625.00	900.00		12,525.00
245 Soda Ash System	8/1/2008	8/1/2008	9,573.70			9,573.70	2,467.52	191.00		2,658.52
760 Sand Filter Galiger Pump	8/1/2008	8/1/2008	10,000.00		(10,000.00)	0.00	5,167.00	333.00	(5,500.00)	0.00
188 Electric Winch (WE271)	8/15/2008	8/15/2008	47,187.00			47,187.00	12,193.10	944.00		13,137.10
231 Fume Hood for Lab Cabin	8/22/2008	8/22/2008	5,989.95			5,989.95	5,989.16			5,989.16
205 Motor GE 700HP FM84C	8/25/2008	8/25/2008	38,004.39			38,004.39	24,383.52	1,900.00		26,283.52
194 Yates Hoists (2)	8/31/2008	8/31/2008	89,168.26			89,168.26	15,258.76	1,189.00		16,447.76
209 Motor GE 700HP HL840	9/22/2008	9/22/2008	31,362.30			31,362.30	19,992.09	1,568.00		21,560.09
150 Kubota GL7000 Generatc	10/21/2008	10/21/2008	5,300.00		(5,300.00)	0.00	5,300.00		(5,300.00)	0.00
232 Cornell Pumps W/Baldor	10/29/2008	10/29/2008	27,102.98			27,102.98	13,730.75	1,084.00		14,814.75
157 Miller Trailblazer 3020 V	11/5/2008	11/5/2008	7,430.00			7,430.00	7,430.00			7,430.00

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Sys ID	Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures											
206	Motor GE 700HP FM839	11/24/2008	11/24/2008	35,025.30			35,025.30	22,033.57	1,751.00		23,784.57
149	FSM-60S Fusion Splice I	11/28/2008	11/28/2008	19,810.00			19,810.00	16,622.39	1,321.00		17,943.39
136	Admin. Bldg. Heating/Cc	11/30/2008	11/30/2008	32,493.88			32,493.88	32,493.48			32,493.48
244	Seepex 200 GPM Pump	12/15/2008	12/15/2008	16,316.24		(16,316.24)	0.00	8,216.71	544.00	(8,760.71)	0.00
238	Hoffman 3R Wall Mount	12/24/2008	12/24/2008	11,657.72			11,657.72	9,712.59	777.00		10,489.59
148	Franklin 8" Sand Fighter	12/29/2008	12/29/2008	44,457.42			44,457.42	27,787.44	2,223.00		30,010.44
161	1,000,000BTU Indirect F	12/30/2008	12/30/2008	15,537.00			15,537.00	15,536.85			15,536.85
143	(1) Benshaw Softstart 700	1/6/2009	1/6/2009	35,257.43			35,257.43	29,375.25	2,350.00		31,725.25
162	VFD Pump Controller 15	2/2/2009	2/2/2009	23,100.00			23,100.00	19,121.67	1,540.00		20,661.67
163	VFD Pump Controller 20	2/2/2009	2/2/2009	46,200.00			46,200.00	38,243.33	3,080.00		41,323.33
160	Portable Air Conditioner	2/6/2009	2/6/2009	11,325.40			11,325.40	11,324.89			11,324.89
146	Float Valves for Yates (1	2/9/2009	2/9/2009	114,346.31			114,346.31	114,346.31			114,346.31
145	Crane #6 Winze Undergr	2/19/2009	2/19/2009	10,631.95			10,631.95	1,751.25	142.00		1,893.25
200	Pump Ingersoll Rand 107	2/25/2009	2/25/2009	122,676.93			122,676.93	60,519.69	4,907.00		65,426.69
208	Motor GE 700HP ZRH28	3/5/2009	3/5/2009	27,154.00			27,154.00	16,748.57	1,358.00		18,106.57
158	3000HP American David	3/6/2009	3/6/2009	78,752.15			78,752.15	32,375.02	2,625.00		35,000.02
199	Pump Ingersoll Rand 100	3/28/2009	3/28/2009	147,258.51			147,258.51	72,152.59	5,890.00		78,042.59
192	Western Tornado Sand S	4/1/2009	4/1/2009	5,168.50			5,168.50	5,168.21			5,168.21
147	Danfoss Flowmatic Chec	4/2/2009	4/2/2009	6,919.11			6,919.11	6,918.98			6,918.98
198	Pump Ingersoll Rand 372	4/30/2009	4/30/2009	55,987.45			55,987.45	27,241.25	2,239.00		29,480.25
164	VFD 150 HP Control Par	5/14/2009	5/14/2009	12,705.00		(12,705.00)	0.00	10,305.17	706.00	(11,011.17)	0.00
181	Trojan 3.25 Locomotive	6/10/2009	6/10/2009	47,115.60			47,115.60	25,447.00	2,106.00		27,553.00
182	Battery for Trojan Locom	6/10/2009	6/10/2009	11,000.00			11,000.00	10,999.95			10,999.95
153	Huron 560 Wall Tank and	6/11/2009	6/11/2009	6,098.08			6,098.08	3,685.41	305.00		3,990.41
138	Ansul Inergen Fire Suppr	6/23/2009	6/23/2009	12,919.00			12,919.00	10,332.00	861.00		11,193.00
155	Lift Bag Kit Light US&R	6/25/2009	6/25/2009	16,750.00			16,750.00	16,750.00			16,750.00
135	Telephone Expansion	6/26/2009	6/26/2009	28,249.27			28,249.27	28,249.00			28,249.00
140	2008 Artic Cat 700 Dies	6/30/2009	6/30/2009	10,244.54			10,244.54	9,732.00			9,732.00
141	2008 Artic Cat 700 Dies	6/30/2009	6/30/2009	10,244.55			10,244.55	9,732.00			9,732.00
195	Ross Fuel Tank/Stand/Cc	6/30/2009	6/30/2009	21,100.39			21,100.39	21,100.00			21,100.00
353	JD Skid Steer 315 W/CE	7/18/2009	7/18/2009	23,241.00			23,241.00	23,241.00			23,241.00
354	Trojan 3.25 Locomotive	8/28/2009	8/28/2009	46,692.71			46,692.71	24,672.00	2,085.00		26,757.00
355	.36Cell/72 Volt Battery f	8/28/2009	8/28/2009	11,000.00			11,000.00	11,000.00			11,000.00
358	High Voltage Cable Testi	9/23/2009	9/23/2009	7,920.00			7,920.00	7,920.00			7,920.00
359	Water Meter LUX Surfac	10/1/2009	10/1/2009	6,011.30			6,011.30	6,011.00			6,011.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
360 Wall Mounted Enclosure	10/1/2009	10/1/2009	7,200.00			7,200.00	5,640.00	480.00		6,120.00
361 8-1/2' Western Ultramour	10/1/2009	10/1/2009	5,309.25			5,309.25	5,309.00			5,309.00
362 Benshaw Softstart 700HF	10/1/2009	10/1/2009	35,257.43			35,257.43	27,613.00	2,350.00		29,963.00
364 Vertical Diesel Symo Pov	10/22/2009	10/22/2009	8,665.05			8,665.05	8,665.00			8,665.00
365 Vertical Diesel Symo Pov	10/22/2009	10/22/2009	5,721.30			5,721.30	5,721.00			5,721.00
366 Wall Mounted Enclosure	11/1/2009	11/1/2009	7,200.00			7,200.00	5,600.00	480.00		6,080.00
367 Spendrup 350HP Fan at C	11/1/2009	11/1/2009	83,092.63			83,092.63	48,475.00	4,155.00		52,630.00
368 500KVA Transformer3 P	11/1/2009	11/1/2009	18,465.41			18,465.41	5,390.00	462.00		5,852.00
369 Baldor VFD Motors 350F	11/1/2009	11/1/2009	61,000.00			61,000.00	35,583.00	3,050.00		38,633.00
370 Benshaw Switch Disconn	11/1/2009	11/1/2009	8,791.96			8,791.96	6,837.00	586.00		7,423.00
371 GE700HP GE Pump Mot	11/1/2009	11/1/2009	31,986.00			31,986.00	18,655.00	1,599.00		20,254.00
372 350HP Spendrup Fan at #	11/10/2009	11/10/2009	106,641.04			106,641.04	62,207.00	5,332.00		67,539.00
374 S&C PMX Modular Met	12/1/2009	12/1/2009	27,059.00			27,059.00	20,896.00	1,804.00		22,700.00
375 GE 8000 Series Breaker I	12/3/2009	12/3/2009	6,464.69			6,464.69	4,992.00	431.00		5,423.00
376 GE Spectra Series Switch	12/3/2009	12/3/2009	7,239.85			7,239.85	5,595.00	483.00		6,078.00
377 (2) A Bradley Powerflex	12/3/2009	12/3/2009	15,068.40			15,068.40	11,641.00	1,005.00		12,646.00
378 Multi Media Sand Filter	12/3/2009	12/3/2009	615,021.84			615,021.84	142,475.00	12,300.00		154,775.00
397 Telephone System Upgra	12/7/2009	12/7/2009	17,712.14			17,712.14	17,712.00			17,712.00
379 Johnson Controls HVAC	1/1/2010	1/1/2010	18,921.00			18,921.00	18,921.00			18,921.00
380 Johnson Controls HVAC	1/1/2010	1/1/2010	20,427.00			20,427.00	20,427.00			20,427.00
381 HVAC Air Handling Uni	1/1/2010	1/1/2010	20,862.92			20,862.92	20,862.00			20,862.00
382 Chemical Outdoor Storag	1/15/2010	1/15/2010	28,869.55			28,869.55	16,595.00	1,443.00		18,038.00
383 HydraulicClamb/Pneuma	1/25/2010	1/25/2010	26,940.00			26,940.00	26,940.00			26,940.00
384 Fire Pump	2/1/2010	2/1/2010	13,163.08			13,163.08	13,163.00			13,163.00
385 Jockey Pump	2/1/2010	2/1/2010	13,163.08			13,163.08	13,163.00			13,163.00
386 HY-25XLT 2-1/2" Sq Dr	2/4/2010	2/4/2010	13,957.43			13,957.43	13,957.00			13,957.00
399 Telephone System LUX S	2/15/2010	2/15/2010	9,218.04			9,218.04	9,218.00			9,218.00
387 Wall Mounted Enclosure	3/1/2010	3/1/2010	7,200.00			7,200.00	5,440.00	480.00		5,920.00
388 S&C PMX Modular Met	3/1/2010	3/1/2010	27,059.00			27,059.00	20,445.00	1,804.00		22,249.00
389 GE Switchgear	3/1/2010	3/1/2010	58,844.32			58,844.32	44,461.00	3,923.00		48,384.00
390 MQ Generator 15KW Mc	3/1/2010	3/1/2010	10,117.00			10,117.00	10,117.00			10,117.00
391 Atlas Copco XAS 185 CI	3/1/2010	3/1/2010	8,924.50			8,924.50	8,924.00			8,924.00
392 Atlas Copco XAS 185 CI	3/1/2010	3/1/2010	8,924.50			8,924.50	8,924.00			8,924.00
393 115V PSI Hytorc Pump	3/30/2010	3/30/2010	5,108.37			5,108.37	5,108.00			5,108.00
394 Clean Room-Surface Lab	5/31/2010	5/31/2010	116,000.00			116,000.00	116,000.00			116,000.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
395 S&C Metal Enclosed Fus	6/30/2010	6/30/2010	7,200.00			7,200.00	5,280.00	480.00		5,760.00
398 Telephone System Upgra	6/30/2010	6/30/2010	8,451.00			8,451.00	8,451.00			8,451.00
400 Telephone System Ross I	6/30/2010	6/30/2010	6,683.90			6,683.90	6,683.00			6,683.00
426 S&C Wall-Mounted Metz	7/1/2010	7/1/2010	7,200.00			7,200.00	5,280.00	480.00		5,760.00
430 Chem Grout Machine Pui	7/29/2010	7/29/2010	5,500.00			5,500.00	5,500.00			5,500.00
420 Bobcat Skidsteer S300 D	8/2/2010	8/2/2010	33,030.64			33,030.64	33,030.00			33,030.00
423 Air Compressor 125HP F	9/1/2010	9/1/2010	18,515.00			18,515.00	18,515.00			18,515.00
422 JD Angle Broom for Skid	9/3/2010	9/3/2010	5,925.00		(5,925.00)	0.00	5,925.00		(5,925.00)	0.00
421 S&C PMX Modular Metz	9/16/2010	9/16/2010	27,059.00			27,059.00	19,393.00	1,804.00		21,197.00
439 Ross Dry Phone/Data Sys	9/24/2010	9/24/2010	9,183.36			9,183.36	9,183.00			9,183.00
440 Ross Shaft UG Phone/Da	10/25/2010	10/25/2010	8,550.63			8,550.63	8,550.00			8,550.00
441 Yates E&O Phone/Data S	11/30/2010	11/30/2010	12,314.24			12,314.24	12,314.00			12,314.00
424 Radon Monitor Alphagua	12/1/2010	12/1/2010	15,028.98			15,028.98	15,028.00			15,028.00
416 Locomotive 1975 8 Ton #	1/27/2011	1/27/2011	130,000.00		(130,000.00)	0.00	130,000.00		(130,000.00)	0.00
417 Locomotive 1975 8 Ton #	1/27/2011	1/27/2011	130,000.00		(130,000.00)	0.00	130,000.00		(130,000.00)	0.00
418 Loader 2007 LT 210 #07-	1/27/2011	1/27/2011	195,000.00			195,000.00	195,000.00			195,000.00
427 Shotcrete Mixing Auger	2/28/2011	2/28/2011	18,450.00			18,450.00	18,450.00			18,450.00
438 Admin Building Phone/D	3/1/2011	3/1/2011	3,876.26			3,876.26	3,876.00			3,876.00
432 Loader 2007 LT350 #07-	5/31/2011	5/31/2011	230,000.00			230,000.00	230,000.00			230,000.00
451 JD XAS 375 CFM Air Cc	9/1/2011	9/1/2011	27,900.00			27,900.00	27,435.00	465.00		27,900.00
469 Transformer 45KVA 600	9/1/2011	9/1/2011	5,298.00			5,298.00	1,298.00	132.00		1,430.00
453 Battery Charger for 9-Ton	1/1/2012	1/1/2012	6,127.78			6,127.78	5,823.00	304.00		6,127.00
455 TEI 260 Hydraulic Percu	1/1/2012	1/1/2012	32,949.71		(32,949.71)	0.00	31,302.00	1,098.00	(32,400.00)	0.00
454 Lefon Portable Electric P	1/4/2012	1/4/2012	8,218.50			8,218.50	7,809.00	409.00		8,218.00
459 JD 315 Skid Steer W/Buc	2/10/2012	2/10/2012	25,234.00			25,234.00	23,758.00	1,476.00		25,234.00
457 GE 1500KVA 480/277V	3/1/2012	3/1/2012	102,230.90			102,230.90	23,856.00	2,556.00		26,412.00
458 GE Switchboard 1500KV	3/1/2012	3/1/2012	20,762.10			20,762.10	12,917.00	1,384.00		14,301.00
462 Yates Hoist South Cage	5/1/2012	5/1/2012	123,484.05			123,484.05	113,190.00	10,294.00		123,484.00
480 Rope Dog System Yates	5/1/2012	5/1/2012	69,642.40			69,642.40	63,837.00	5,805.00		69,642.00
599 Yates Rope Dog System	5/1/2012	5/1/2012	227,216.99			227,216.99	135,658.87	15,148.00		150,806.87
463 Caterpillar Diesel Genera	5/3/2012	5/3/2012	54,313.83			54,313.83	49,784.00	4,529.00		54,313.00
470 S&C Metal Enclosed Swi	6/1/2012	6/1/2012	21,656.40			21,656.40	13,116.00	1,444.00		14,560.00
471 S&C Metal Enclosed Swi	6/1/2012	6/1/2012	21,656.40			21,656.40	13,116.00	1,444.00		14,560.00
472 S&C Metal Enclosed Swi	6/1/2012	6/1/2012	21,656.40			21,656.40	13,116.00	1,444.00		14,560.00
473 S&C Metal Enclosed Swi	6/1/2012	6/1/2012	21,656.40			21,656.40	13,116.00	1,444.00		14,560.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
474 S&C Metal Enclosed Swi	6/1/2012	6/1/2012	21,656.40			21,656.40	13,116.00	1,444.00		14,560.00
475 Multilin PQM II Meter fo	6/1/2012	6/1/2012	5,389.00			5,389.00	3,261.00	359.00		3,620.00
466 Scanstation C10 Laser Sc	6/5/2012	6/5/2012	59,609.44		(59,609.44)	0.00	54,146.00	5,463.00	(59,609.00)	0.00
496 Justice Fire & Safety Pan	7/1/2012	7/1/2012	7,588.00			7,588.00	4,554.00	506.00		5,060.00
497 Quincy Air Regulator	7/1/2012	7/1/2012	17,788.76			17,788.76	16,011.00	1,777.00		17,788.00
498 Cornell McKeon Rollup I	7/1/2012	7/1/2012	8,980.00			8,980.00	5,391.00	599.00		5,990.00
499 Rheem Water Heater	7/1/2012	7/1/2012	10,070.00			10,070.00	9,063.00	1,007.00		10,070.00
500 Johnson Controls Air Har	7/1/2012	7/1/2012	25,071.00			25,071.00	22,563.00	2,508.00		25,071.00
501 Johnson Controls Air Har	7/1/2012	7/1/2012	21,529.00			21,529.00	19,377.00	2,152.00		21,529.00
502 Johnson Controls Air Har	7/1/2012	7/1/2012	21,529.00			21,529.00	19,377.00	2,152.00		21,529.00
503 Johnson Controls Air Har	7/1/2012	7/1/2012	17,039.00			17,039.00	15,336.00	1,703.00		17,039.00
506 Johnson Controls Air Har	7/1/2012	7/1/2012	17,436.00			17,436.00	15,696.00	1,740.00		17,436.00
525 Line Power Transformers	7/1/2012	7/1/2012	5,000.00			5,000.00	1,125.00	125.00		1,250.00
526 LN Tank Concrete Pad	8/1/2012	8/1/2012	7,920.00			7,920.00	3,531.00	396.00		3,927.00
484 R&M Hoist 7.5 Ton	8/2/2012	8/2/2012	19,510.50			19,510.50	17,396.00	1,951.00		19,347.00
485 R&M Hoist 10 Ton	8/2/2012	8/2/2012	21,560.50			21,560.50	19,224.00	2,156.00		21,380.00
486 LUX Water Treatment Sy	9/25/2012	9/25/2012	147,582.73			147,582.73	86,091.00	9,839.00		95,930.00
508 S205 Skidsteer W/Forks	10/19/2012	10/19/2012	21,000.00			21,000.00	18,200.00	2,100.00		20,300.00
495 LUX Water Tank 4850	10/22/2012	10/22/2012	364,225.82			364,225.82	210,444.00	24,282.00		234,726.00
524 Line Power Transformer	12/10/2012	12/10/2012	8,000.00			8,000.00	1,717.00	200.00		1,917.00
513 Caterpillar Diesel Genera	2/1/2013	2/1/2013	28,434.00			28,434.00	23,929.00	2,843.00		26,772.00
515 Ross Headframe Garage I	2/26/2013	2/26/2013	22,621.00		(22,621.00)	0.00	18,850.00	2,074.00	(20,924.00)	0.00
528 25HP Diesel Hydraulic P	6/15/2013	6/15/2013	11,070.85			11,070.85	8,948.00	1,107.00		10,055.00
536 IT Generator Concrete Pa	8/1/2013	8/1/2013	6,640.00			6,640.00	2,628.00	332.00		2,960.00
538 Yates Loading Dock	9/9/2013	9/9/2013	7,040.00			7,040.00	2,209.00	282.00		2,491.00
540 IT Generator Install	10/31/2013	10/31/2013	28,056.44			28,056.44	21,512.00	2,806.00		24,318.00
554 Hitachi CPWU9410 Proj	1/18/2014	1/18/2014	13,228.18			13,228.18	9,812.00	1,323.00		11,135.00
542 Chem Grout Machine Pu	3/10/2014	3/10/2014	5,909.59			5,909.59	4,334.00	591.00		4,925.00
547 Bolter J.H. Fletcher & Co	4/25/2014	4/25/2014	546,642.95			546,642.95	156,706.00	21,866.00		178,572.00
550 Big Blue 300 Pro Kubota	5/2/2014	5/2/2014	10,445.00			10,445.00	7,482.00	1,044.00		8,526.00
551 Big Blue 300 Pro Kubota	5/2/2014	5/2/2014	10,445.00			10,445.00	7,482.00	1,044.00		8,526.00
548 2014 Toolmaster Trailer	5/8/2014	5/8/2014	11,200.00			11,200.00	8,027.00	1,120.00		9,147.00
553 Ultrasonic Flaw Detector	6/9/2014	6/9/2014	11,742.78			11,742.78	8,316.00	1,174.00		9,490.00
579 Line Power Skid Transfor	7/1/2014	7/1/2014	5,000.00			5,000.00	875.00	125.00		1,000.00
580 Line Power Skid Transfor	7/1/2014	7/1/2014	8,000.00			8,000.00	1,400.00	200.00		1,600.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
566 Davis Campus Dehumidi	7/22/2014	7/22/2014	508,965.03			508,965.03	352,031.00	50,896.00		402,927.00
565 Fisher 2" Valves (2)	8/8/2014	8/8/2014	13,554.96			13,554.96	9,372.00	1,355.00		10,727.00
568 Canon EOS C100 Cinem	8/8/2014	8/8/2014	5,499.00			5,499.00	5,499.00			5,499.00
569 WTP Mix Tank	8/27/2014	8/27/2014	110,641.63			110,641.63	30,244.00	4,426.00		34,670.00
572 HVAC Unit - Adm. Builc	10/10/2014	10/10/2014	17,358.78			17,358.78	11,718.00	1,736.00		13,454.00
577 Pressure Tank 660Gal.on	11/5/2014	11/5/2014	6,081.27			6,081.27	4,053.00	608.00		4,661.00
574 Yates Work Platform (Sk	12/22/2014	12/22/2014	30,419.20			30,419.20	19,773.00	3,042.00		22,815.00
575 Thern Winch (Helical-Be	12/23/2014	12/23/2014	7,909.00			7,909.00	5,141.00	791.00		5,932.00
581 Mining Controls Portable	1/1/2015	1/1/2015	5,000.00			5,000.00	812.00	125.00		937.00
578 JLG Electric Scissor Lift	2/24/2015	2/24/2015	20,470.00			20,470.00	12,964.00	2,047.00		15,011.00
589 Topcon GPT Data Collec	6/30/2015	6/30/2015	9,850.00			9,850.00	9,850.00			9,850.00
590 Wolverine 25D Hydraulic	6/30/2015	6/30/2015	12,816.00			12,816.00	12,816.00			12,816.00
591 Micro 1000 Data Logger	6/30/2015	6/30/2015	7,705.14		(7,705.14)	0.00	7,704.69		(7,704.69)	0.00
592 Micro 1000 Data Logger	6/30/2015	6/30/2015	7,705.14		(7,705.14)	0.00	7,704.69		(7,704.69)	0.00
593 Mini Track Loader	6/30/2015	6/30/2015	22,546.19			22,546.19	22,545.78			22,545.78
594 Vertical Diesel Symo Pov	6/30/2015	6/30/2015	14,023.44		(14,023.44)	0.00	14,023.23		(14,023.23)	0.00
595 IT Generac Generator	6/30/2015	6/30/2015	26,208.14			26,208.14	26,207.76			26,207.76
596 Kubota RTV Utility	6/30/2015	6/30/2015	11,542.33			11,542.33	11,542.14			11,542.14
597 Kubota RTV Utility	6/30/2015	6/30/2015	11,542.33			11,542.33	11,542.14			11,542.14
598 HD Video Conferencing	6/30/2015	6/30/2015	13,990.26			13,990.26	13,990.08			13,990.08
636 Neutron Doors (2)Lead R	7/1/2015	7/1/2015	89,520.00			89,520.00	53,712.00	8,952.00		62,664.00
640 DDX Preaction Valve Re	7/22/2015	7/22/2015	12,801.00			12,801.00	7,573.00	1,280.00		8,853.00
637 Lighting Inverter Ross C	7/31/2015	7/31/2015	10,000.00			10,000.00	5,917.00	1,000.00		6,917.00
638 Transformer 300KVA 12	7/31/2015	7/31/2015	20,572.35			20,572.35	3,041.00	514.00		3,555.00
639 Fire Alarm Panel Ross C	7/31/2015	7/31/2015	18,291.60			18,291.60	7,213.00	1,219.00		8,432.00
610 S&CMetal Encl.Switchge	8/1/2015	8/1/2015	81,000.00			81,000.00	31,950.00	5,400.00		37,350.00
629 AHU-1-Ross Campus Air	9/9/2015	9/9/2015	12,695.62			12,695.62	7,408.00	1,270.00		8,678.00
630 AHU-2-Ross Campus Air	9/9/2015	9/9/2015	12,695.62			12,695.62	7,408.00	1,270.00		8,678.00
631 DOAS-1Ross Campus Air	9/9/2015	9/9/2015	11,691.80			11,691.80	6,819.00	1,169.00		7,988.00
632 Chiller CH-1 Ross Camp	9/9/2015	9/9/2015	57,680.96			57,680.96	33,647.00	5,768.00		39,415.00
633 AHU-1 BSUCleanroom A	9/9/2015	9/9/2015	20,988.00			20,988.00	12,244.00	2,099.00		14,343.00
634 Heat Exchanger Ross Car	9/9/2015	9/9/2015	26,581.62			26,581.62	15,505.00	2,658.00		18,163.00
635 Liq.NitrogenDistri.Syster	9/9/2015	9/9/2015	22,654.00			22,654.00	13,213.00	2,265.00		15,478.00
612 Polycom16ChannelMicN	10/14/2015	10/14/2015	8,030.30			8,030.30	8,030.00			8,030.00
613 3-Series Digital Media Pr	10/14/2015	10/14/2015	7,464.30			7,464.30	7,464.00			7,464.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
614 Polycom EagleEyeVCam	10/14/2015	10/14/2015	12,259.30			12,259.30	12,259.00			12,259.00
615 Hitachi CPWU9411 Proj	10/14/2015	10/14/2015	13,803.30			13,803.30	13,803.00			13,803.00
616 SMART Board 84 Flat P	10/14/2015	10/14/2015	16,331.32			16,331.32	16,331.00			16,331.00
617 Polycom 16 Channel Mic	10/14/2015	10/14/2015	8,030.30			8,030.30	8,030.00			8,030.00
618 Polycom 16Channel Micl	10/14/2015	10/14/2015	8,030.30			8,030.30	8,030.00			8,030.00
619 Crestron 3 Series Digital	10/14/2015	10/14/2015	7,464.30			7,464.30	7,464.00			7,464.00
620 Polycom Eagle Eye V Ca	10/14/2015	10/14/2015	12,259.30			12,259.30	12,259.00			12,259.00
611 Yates Skip Bonnet E-Z F	10/24/2015	10/24/2015	30,147.20			30,147.20	17,085.00	3,015.00		20,100.00
628 ET Globe Valve - Fisher I	2/8/2016	2/8/2016	8,978.72			8,978.72	4,864.00	898.00		5,762.00
625 LG 79" TV	3/14/2016	3/14/2016	8,040.11			8,040.11	8,040.00			8,040.00
626 Cable Puller Assembly	3/16/2016	3/16/2016	5,763.01			5,763.01	3,024.00	576.00		3,600.00
651 Yates Skip Bonnet W/De	3/25/2016	3/25/2016	16,040.25			16,040.25	8,421.00	1,604.00		10,025.00
627 IVAC PV500 Vacuum Sy	5/27/2016	5/27/2016	47,984.50			47,984.50	24,390.00	4,798.00		29,188.00
654 Snow Plow 8'6" VPlow Ji	12/6/2016	12/6/2016	6,594.00			6,594.00	3,021.00	659.00		3,680.00
656 Milliken 16"Eccent.Plug	1/3/2017	1/3/2017	10,030.30			10,030.30	4,514.00	1,003.00		5,517.00
657 Milliken 8" Eccent. Plug	1/3/2017	1/3/2017	5,746.55			5,746.55	2,587.00	575.00		3,162.00
658 McCrometer Mag-Flo Me	1/3/2017	1/3/2017	6,979.65			6,979.65	3,141.00	698.00		3,839.00
676 Radon Removal System	6/30/2017	6/30/2017	421,974.38			421,974.38	168,788.00	42,197.00		210,985.00
678 Atlas Copco Air Compres	6/30/2017	6/30/2017	26,300.00			26,300.00	10,520.00	2,630.00		13,150.00
679 Atlas Copco Air Dryer R	6/30/2017	6/30/2017	7,425.00			7,425.00	2,968.00	742.00		3,710.00
680 RO Reverse Osmosis Sys	6/30/2017	6/30/2017	49,328.24			49,328.24	19,732.00	4,933.00		24,665.00
681 FCU-1 Fan-RadonRemBl	6/30/2017	6/30/2017	7,556.82			7,556.82	3,024.00	756.00		3,780.00
692 Mini Split HVAC Refuge	7/24/2018	7/24/2018	7,143.25			7,143.25	2,083.00	714.00		2,797.00
693 Mini Split HVAC 4850'L	9/19/2018	9/19/2018	7,143.25			7,143.25	1,964.00	714.00		2,678.00
694 Forklift 5000#UsedMode	11/8/2018	11/8/2018	16,625.00			16,625.00	4,432.00	1,662.00		6,094.00
695 LZ Water Tank Modifica	12/1/2018	12/1/2018	123,441.52			123,441.52	21,258.00	8,229.00		29,487.00
696 (3) Hitachi Projector/Len	12/20/2018	12/20/2018	45,436.00			45,436.00	11,360.00	4,544.00		15,904.00
703 HVAC Unit E & O Bldg.	6/25/2019	6/25/2019	13,134.62			13,134.62	2,626.00	1,313.00		3,939.00
704 HVAC Unit E & O Bldg.	6/25/2019	6/25/2019	13,134.63			13,134.63	2,626.00	1,313.00		3,939.00
726 Flygt27HP-Pump BS2670	7/1/2019	7/1/2019	22,870.00			22,870.00	4,574.00	2,287.00		6,861.00
706 (4) IT Air Cond. Mini Sp	7/10/2019	7/10/2019	21,651.00			21,651.00	4,330.00	2,165.00		6,495.00
707 (3)Natural Gas Water He	8/27/2019	8/27/2019	22,220.00			22,220.00	4,074.00	2,222.00		6,296.00
708 Yates Work Deck Screen	9/11/2019	9/11/2019	14,696.65			14,696.65	2,695.00	1,470.00		4,165.00
711 (2) Security Tilt-Away G	10/29/2019	10/29/2019	62,600.00			62,600.00	10,433.00	6,260.00		16,693.00
720 Boss Laser Engraver	1/24/2020	1/24/2020	9,997.00			9,997.00	1,417.00	1,000.00		2,417.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment & Fixtures										
723 3D Camera Insta360PRO	6/4/2020	6/4/2020	5,251.00			5,251.00	1,138.00	1,050.00		2,188.00
727 HVAC Admin.Bldg	9/21/2020	9/21/2020	18,763.00			18,763.00	1,407.00	1,876.00		3,283.00
728 HVAC Admin. Bldg.	9/21/2020	9/21/2020	18,763.00			18,763.00	1,407.00	1,876.00		3,283.00
729 HVAC Admin. Bldg.	9/21/2020	9/21/2020	18,764.00			18,764.00	1,407.00	1,876.00		3,283.00
731 Ellis Band Saw MSFBldg	4/23/2021	4/23/2021	6,419.00			6,419.00	107.00	642.00		749.00
736 Toyota Forklift-Yr. 2014	5/4/2021	5/4/2021	17,476.00			17,476.00	291.00	1,748.00		2,039.00
732 Air Compressor Champic	5/7/2021	5/7/2021	5,910.00			5,910.00	98.00	591.00		689.00
733 Hydraulic Air Press 50 T	5/20/2021	5/20/2021	11,575.26			11,575.26	96.00	1,158.00		1,254.00
735 MSF 10 Ton Bridge Cran	5/21/2021	5/21/2021	63,850.00			63,850.00	71.00	851.00		922.00
737 Elevator MSF Bldg.	5/26/2021	5/26/2021	64,615.00			64,615.00	538.00	6,461.00		6,999.00
739 150KVA Transformer Po	5/26/2021	5/26/2021	29,920.00			29,920.00	249.00	2,992.00		3,241.00
740 150KVA Transformer Pw	5/26/2021	5/26/2021	29,920.00			29,920.00	249.00	2,992.00		3,241.00
734 Laser Alignment System	5/27/2021	5/27/2021	8,465.45			8,465.45	71.00	846.00		917.00
741 HP Plotter DesignJetT260	6/17/2021	6/17/2021	10,550.00			10,550.00		1,055.00		1,055.00
743 Circular Cold Saw 480V-	7/13/2021	7/13/2021		7,560.00		7,560.00		756.00		756.00
744 50T Iron Worker - MSF	7/13/2021	7/13/2021		12,490.00		12,490.00		1,249.00		1,249.00
745 Water Heater Adm. Bldg	7/14/2021	7/14/2021		17,948.81		17,948.81		1,795.00		1,795.00
746 Scrubber 130AH W/Char	8/4/2021	8/4/2021		11,300.00		11,300.00		1,036.00		1,036.00
755 Refuge Chamber-KAJV F	1/1/2022	1/1/2022		62,447.10		62,447.10		3,122.00		3,122.00
748 SLHVC Sign	1/7/2022	1/7/2022		7,537.50		7,537.50		837.00		837.00
749 SLHVC Davis Ring	1/7/2022	1/7/2022		52,132.77		52,132.77		1,798.00		1,798.00
761 Joy Fan (Used) - Orange	5/1/2022	5/1/2022		6,709.50		6,709.50		56.00		56.00
762 Termination Cabinets-Mt	5/1/2022	5/1/2022		15,914.48		15,914.48		177.00		177.00
			10,465,472.69	194,040.16	(476,070.03)	10,183,442.82	6,108,704.35	528,735.41	(460,071.49)	6,177,368.27
150 - Furniture & Fixtures										
249 Blinds	6/1/2006	6/1/2006	1,877.92		(1,877.92)	0.00	1,877.92		(1,877.92)	0.00
250 6X8 Workstations - Adm	12/31/2008	12/31/2008	67,297.83			67,297.83	56,075.26	4,486.00		60,561.26
251 Blinds - Admin Bldg	2/1/2009	2/1/2009	5,035.75		(5,035.75)	0.00	5,034.82	0.18	(5,035.00)	0.00
			74,211.50	0.00	(6,913.67)	67,297.83	62,988.00	4,486.18	(6,912.92)	60,561.26
160 - Improvements										
189 Carpet - Admin Bldg	4/25/2006	4/25/2006	6,589.30			6,589.30	6,589.29			6,589.29
283 Office Remodel - Admin	6/1/2006	6/1/2006	19,584.00			19,584.00	19,584.00			19,584.00
284 Office Remodel/Painting	6/1/2006	6/1/2006	10,898.27			10,898.27	10,898.27			10,898.27
285 Yates Building Renovatio	2/14/2007	2/14/2007	16,714.32			16,714.32	4,949.43	334.00		5,283.43
263 Power Line East Sub Stat	7/27/2007	7/27/2007	31,222.00			31,222.00	8,112.44	624.00		8,736.44

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
160 - Improvements										
269 Ross Guard Station	5/31/2008	5/31/2008	8,617.06			8,617.06	2,236.34	172.00		2,408.34
271 Ross Hoist Building	6/30/2008	6/30/2008	197,674.59			197,674.59	51,389.49	3,953.00		55,342.49
286 Kitchen Improvements -	6/30/2008	6/30/2008	5,792.72			5,792.72	1,507.85	116.00		1,623.85
259 Gas Line System (Existin	7/1/2008	7/1/2008	5,795.00			5,795.00	3,015.80	232.00		3,247.80
261 Parking Lot - Admin Are	7/1/2008	7/1/2008	60,000.00			60,000.00	39,000.00	3,000.00		42,000.00
264 Power Line Oro Hondo 6'	7/1/2008	7/1/2008	8,250.00			8,250.00	2,145.00	165.00		2,310.00
265 Power Line Ross 69KV P	7/1/2008	7/1/2008	25,000.00			25,000.00	6,500.00	500.00		7,000.00
267 Rail System Underground	7/1/2008	7/1/2008	61,267.89			61,267.89	15,925.36	1,225.00		17,150.36
275 Ross Yard (Gravel Yard)	7/1/2008	7/1/2008	22,277.00			22,277.00	7,240.93	557.00		7,797.93
282 Yates Yard (Gravel Yard)	7/1/2008	7/1/2008	16,282.20			16,282.20	5,291.06	407.00		5,698.06
277 Yates Gas Line	11/24/2008	11/24/2008	17,695.65			17,695.65	8,908.90	708.00		9,616.90
288 Carpet/Vinyl - Admin Bld	1/1/2009	1/1/2009	53,826.21			53,826.21	53,826.21			53,826.21
256 Communications - Ross S	2/18/2009	2/18/2009	10,340.00			10,340.00	8,497.78	689.00		9,186.78
257 Communications - Yates	2/18/2009	2/18/2009	57,716.63			57,716.63	47,458.59	3,848.00		51,306.59
266 Propane Storage Building	2/25/2009	2/25/2009	16,200.00			16,200.00	3,996.00	324.00		4,320.00
270 Ross Headframe Crusher	3/1/2009	3/1/2009	26,409.12			26,409.12	6,512.06	528.00		7,040.06
278 Yates Headframe/Crushe	3/1/2009	3/1/2009	33,519.74			33,519.74	8,263.46	670.00		8,933.46
280 Yates Safety/Dry Buildin	3/1/2009	3/1/2009	52,177.41			52,177.41	12,875.85	1,044.00		13,919.85
260 IT Room Electrical/Instal	3/4/2009	3/4/2009	41,618.32			41,618.32	25,665.64	2,081.00		27,746.64
279 Yates Hoist Building	4/14/2009	4/14/2009	159,110.28			159,110.28	38,979.55	3,182.00		42,161.55
272 Ross Pump System	6/12/2009	6/12/2009	963,663.60			963,663.60	465,776.00	38,547.00		504,323.00
258 Fiber Optic Network Syst	6/30/2009	6/30/2009	17,541.98			17,541.98	10,524.00	877.00		11,401.00
262 Power Distribution	6/30/2009	6/30/2009	783,887.52			783,887.52	188,136.00	15,678.00		203,814.00
268 Ross Dry Building	6/30/2009	6/30/2009	63,368.30			63,368.30	15,204.00	1,267.00		16,471.00
273 Ross Shaft	6/30/2009	6/30/2009	9,773,260.40			9,773,260.40	2,345,580.00	195,465.00		2,541,045.00
274 Ross Substation	6/30/2009	6/30/2009	277,760.27			277,760.27	66,660.00	5,555.00		72,215.00
276 WWTP Improvements	6/30/2009	6/30/2009	660,400.84			660,400.84	158,496.00	13,208.00		171,704.00
281 Yates Shaft	6/30/2009	6/30/2009	4,694,581.28			4,694,581.28	1,126,704.00	93,892.00		1,220,596.00
287 Admin Bldg Improvemen	6/30/2009	6/30/2009	382,643.40			382,643.40	91,836.00	7,653.00		99,489.00
407 Ross Substation Upgrade	3/1/2010	3/1/2010	79,000.94			79,000.94	17,907.00	1,580.00		19,487.00
409 Yates Shaft	4/1/2010	4/1/2010	2,185,614.49			2,185,614.49	491,760.00	43,712.00		535,472.00
402 LUX Surface Lab	5/1/2010	5/1/2010	1,563,830.79			1,563,830.79	349,260.00	31,277.00		380,537.00
403 Oro Hondo Substation Uj	5/15/2010	5/15/2010	85,015.90			85,015.90	18,983.00	1,700.00		20,683.00
404 Pole Frame Building	6/1/2010	6/1/2010	14,183.70			14,183.70	3,148.00	284.00		3,432.00
408 Yates Fencing	6/15/2010	6/15/2010	10,469.70			10,469.70	5,797.00	523.00		6,320.00

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Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
160 - Improvements										
401 Fiber Optic Network Syst	6/30/2010	6/30/2010	19,495.55			19,495.55	10,725.00	975.00		11,700.00
405 Power Distribution Upgr	6/30/2010	6/30/2010	341,565.29			341,565.29	75,141.00	6,831.00		81,972.00
406 Ross Pumping System	6/30/2010	6/30/2010	159,652.84			159,652.84	70,246.00	6,386.00		76,632.00
447 Yates Parking Lot Resurf	9/24/2010	9/24/2010	259,641.41			259,641.41	259,641.00			259,641.00
445 Majorana Shotcreting Im	10/15/2010	10/15/2010	268,602.24			268,602.24	96,245.00	8,953.00		105,198.00
428 Ross Dry Renovations	10/30/2010	10/30/2010	243,726.84			243,726.84	52,000.00	4,875.00		56,875.00
431 Yates E&O Dry Renovati	11/30/2010	11/30/2010	214,711.49			214,711.49	45,445.00	4,294.00		49,739.00
434 Communications Improv	6/30/2011	6/30/2011	89,807.33			89,807.33	59,870.00	5,987.00		65,857.00
435 Power Distribution Imprc	6/30/2011	6/30/2011	108,274.04			108,274.04	21,650.00	2,165.00		23,815.00
436 Fiber Optic Network Syst	6/30/2011	6/30/2011	24,228.00			24,228.00	12,110.00	1,211.00		13,321.00
437 Ross Pump System Imprc	6/30/2011	6/30/2011	17,311.87			17,311.87	6,920.00	692.00		7,612.00
443 Davis Shotcreting Improv	6/30/2011	7/1/2011	857,538.24			857,538.24	285,850.00	28,585.00		314,435.00
481 Improvements to Yates R	5/1/2012	5/1/2012	42,785.45			42,785.45	7,847.00	856.00		8,703.00
510 Davis Campus Laborator	11/30/2012	11/30/2012	8,453,584.87			8,453,584.87	2,418,663.00	281,786.00		2,700,449.00
527 Ross Gas Line	1/14/2013	1/14/2013	15,873.11			15,873.11	5,397.00	635.00		6,032.00
521 4850 Refuge Area	2/1/2013	2/1/2013	175,941.14			175,941.14	74,041.00	8,797.00		82,838.00
642 Ross Campus Shotcrete F	7/1/2015	7/1/2015	419,793.13			419,793.13	83,958.00	13,993.00		97,951.00
643 Ross Campus Laboratory	9/9/2015	9/9/2015	2,541,235.84			2,541,235.84	494,130.00	84,708.00		578,838.00
644 Ross Water Suppression :	2/8/2016	2/8/2016	232,972.47			232,972.47	50,478.00	9,319.00		59,797.00
684 Thermal Insulation Davis	1/30/2017	1/30/2017	45,636.90			45,636.90	20,158.00	4,564.00		24,722.00
687 Surface Lab Bldg IMP	9/15/2017	9/15/2017	461,088.32			461,088.32	35,351.00	9,222.00		44,573.00
697 Davis C.Laboratory Upgr	1/1/2019	1/1/2019	295,191.44			295,191.44	24,600.00	9,840.00		34,440.00
721 Ross Shaft Rehab Steel P	3/31/2020	3/31/2020	17,817,058.55			17,817,058.55	445,426.00	356,341.00		801,767.00
			55,625,517.18	0.00	0.00	55,625,517.18	10,411,032.30	1,326,592.00	0.00	11,737,624.30
180 - Infrastructure										
294 Road Gravel WWTP East	7/1/2008	7/1/2008	48,846.60			48,846.60	15,873.17	1,221.00		17,094.17
296 Road Gravel Yates Hillsi	7/1/2008	7/1/2008	5,159.00			5,159.00	1,676.98	129.00		1,805.98
298 Sewer Line System	7/1/2008	7/1/2008	14,850.00			14,850.00	7,722.00	594.00		8,316.00
300 Water Line System (Histc	7/1/2008	7/1/2008	38,150.00			38,150.00	19,838.00	1,526.00		21,364.00
301 Water Line System (Othe	7/1/2008	7/1/2008	25,675.00			25,675.00	13,351.00	1,027.00		14,378.00
292 Concrete Cooling Basins	8/1/2008	8/1/2008	25,000.00			25,000.00	6,458.33	500.00		6,958.33
293 Concrete Vault System	8/1/2008	8/1/2008	25,000.00			25,000.00	6,458.33	500.00		6,958.33
290 Mill Reservoir	10/30/2008	10/30/2008	117,540.85			117,540.85	29,779.21	2,351.00		32,130.21
297 Sewer Line - Backwash t	11/1/2008	11/1/2008	155,156.08			155,156.08	78,609.50	6,206.00		84,815.50
291 Clarifier - WWTP	11/25/2008	11/25/2008	117,245.74			117,245.74	29,507.87	2,345.00		31,852.87

000 - SD Science & Technology Authority										
Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
180 - Infrastructure										
414 Grizzly Gulch Decant Pip	1/1/2011	1/1/2011	1,060,808.89			1,060,808.89	222,768.00	21,216.00		243,984.00
415 Ross Potable Water Line	1/1/2011	1/1/2011	24,810.00			24,810.00	10,416.00	992.00		11,408.00
655 Water Inflow Pipe System	1/3/2017	1/3/2017	241,210.06			241,210.06	43,416.00	9,648.00		53,064.00
665 Water Inflow Pipe Fusion	3/15/2017	3/15/2017	20,459.22			20,459.22	3,545.00	818.00		4,363.00
673 Ellison Gravel Road	6/12/2017	6/12/2017	25,400.25			25,400.25	5,186.00	1,270.00		6,456.00
674 Ellison Paved Road	6/12/2017	6/12/2017	13,550.65			13,550.65	1,384.00	339.00		1,723.00
710 Ross Top WaterLine Hou	9/24/2019	9/24/2019	44,326.35			44,326.35	3,103.00	1,773.00		4,876.00
			2,003,188.69	0.00	0.00	2,003,188.69	499,092.39	52,455.00	0.00	551,547.39
190 - Land										
304 Land - Donated by Home	4/14/2006	4/14/2006	1,511,000.00			1,511,000.00				0.00
305 Land - Closing Costs	1/31/2007	1/31/2007	13,435.39			13,435.39				0.00
306 Land - Phase I Enviromen	6/30/2008	6/30/2008	4,000.00			4,000.00				0.00
307 Land - Phase II Site Asse	12/23/2008	12/23/2008	5,602.65			5,602.65				0.00
603 Ellison Option	6/30/2015	6/30/2015	45,260.00			45,260.00				0.00
672 Ellison Property	6/12/2017	6/12/2017	234,838.10			234,838.10				0.00
752 SLHVC .648 Acres Prop	1/7/2022	1/7/2022		110,000.00		110,000.00				0.00
			1,814,136.14	110,000.00	0.00	1,924,136.14	0.00	0.00	0.00	0.00
200 - Other Non Dep										
309 Archive Materials - Gold	7/1/2008	7/1/2008	20,000.00			20,000.00				0.00
310 Archive Materials	7/1/2008	7/1/2008	50,000.00			50,000.00				0.00
			70,000.00	0.00	0.00	70,000.00	0.00	0.00	0.00	0.00
210 - Underground										
311 Underground - Closing C	1/31/2007	1/31/2007	90,686.99			90,686.99				0.00
312 Underground	1/31/2007	1/31/2007	10,658,650.00			10,658,650.00				0.00
			10,749,336.99	0.00	0.00	10,749,336.99	0.00	0.00	0.00	0.00
220 - Underground Improvements										
410 Improvements - Undergrc	6/30/2010	6/30/2010	1,210,109.78			1,210,109.78				0.00
444 Improvement Majorana F	10/31/2010	10/31/2010	159,204.14			159,204.14				0.00
446 Improvement Hazard Mit	5/31/2011	5/31/2011	60,774.93			60,774.93				0.00
442 Improvements Davis Exca	6/30/2011	7/1/2011	4,460,860.74			4,460,860.74				0.00
479 Improvement to UG Haze	6/30/2012	6/30/2012	69,223.43			69,223.43				0.00
530 Improvements-Haz.Mit.2	6/30/2013	6/30/2013	51,019.29			51,019.29				0.00
556 Hazard Mitigation Improv	6/30/2014	6/30/2014	294,893.16			294,893.16				0.00
567 D.Campus Excav.Dehum	7/22/2014	7/22/2014	31,530.99			31,530.99				0.00
602 Hazard Mitigation 2015	6/30/2015	6/30/2015	163,874.47			163,874.47				0.00

Cost of Fixed Assets

Accumulated Depreciation

000 - SD Science & Technology Authority										
Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
220 - Underground Improvements										
641 Ross Campus Excavation	7/1/2015	7/1/2015	329,557.51			329,557.51				0.00
646 Hazard Mitigation Yates	6/21/2016	6/21/2016	187,570.00			187,570.00				0.00
664 Haz. Mit. Yates Tunnel	6/30/2017	6/30/2017	169,000.00			169,000.00				0.00
			7,187,618.44	0.00	0.00	7,187,618.44	0.00	0.00	0.00	0.00

Cost of Fixed AssetsAccumulated Depreciation**Summary**

000 - SD Science & Technology Authority								
	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
110 - Automobiles	306,996.48	170,614.65	0.00	477,611.13	101,848.69	40,790.00	0.00	142,638.69
120 - Building	13,589,655.80	3,793,588.70	0.00	17,383,244.50	2,291,504.22	315,711.00	0.00	2,607,215.22
130 - Computer Hardware	354,677.81	0.00	(15,044.00)	339,633.81	238,812.04	45,998.00	(15,044.00)	269,766.04
140 - Equipment & Fixtures	10,465,472.69	194,040.16	(476,070.03)	10,183,442.82	6,108,704.35	528,735.41	(460,071.49)	6,177,368.27
150 - Furniture & Fixtures	74,211.50	0.00	(6,913.67)	67,297.83	62,988.00	4,486.18	(6,912.92)	60,561.26
160 - Improvements	55,625,517.18	0.00	0.00	55,625,517.18	10,411,032.30	1,326,592.00	0.00	11,737,624.30
180 - Infrastructure	2,003,188.69	0.00	0.00	2,003,188.69	499,092.39	52,455.00	0.00	551,547.39
190 - Land	1,814,136.14	110,000.00	0.00	1,924,136.14	0.00	0.00	0.00	0.00
200 - Other Non Dep	70,000.00	0.00	0.00	70,000.00	0.00	0.00	0.00	0.00
210 - Underground	10,749,336.99	0.00	0.00	10,749,336.99	0.00	0.00	0.00	0.00
220 - Underground Improvements	7,187,618.44	0.00	0.00	7,187,618.44	0.00	0.00	0.00	0.00
	102,240,811.72	4,268,243.51	(498,027.70)	106,011,027.53	19,713,981.99	2,314,767.59	(482,028.41)	21,546,721.17

DOE Abandoned Property (Fermi)

Year to Date Reconciliation - 7/1/2021 through 6/30/2022

June 30, 2022

Year to Date 7/1/2021 through 6/30/2022			Cost of Fixed Assets				Accumulated Depreciation				
000 - DOE Abandoned Property (Fermi)											
Sys ID	Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment											
3	Figure 8 Fiber Optic Cabl	6/30/2020	6/30/2020	5,790.00			5,790.00	482.00	482.00		964.00
5	Davis Campus 4850VM I	6/30/2020	6/30/2020	9,777.97			9,777.97	1,222.00	1,222.00		2,444.00
6	Fusion Splicer W/Cleave	6/30/2020	6/30/2020	8,446.90			8,446.90	1,045.00	1,045.00		2,090.00
7	Baldor 400HP Power Mo	6/30/2020	6/30/2020	5,793.34			5,793.34	440.00	440.00		880.00
9	Track-O-Lift Stair Clim	6/30/2020	6/30/2020	9,121.37			9,121.37	2,546.00	2,546.00		5,092.00
10	Titan Air Make-Up Unit	6/30/2020	6/30/2020	11,185.37			11,185.37	3,122.00	3,122.00		6,244.00
11	Titan Air Make-Up Unit	6/30/2020	6/30/2020	11,185.37			11,185.37	3,122.00	3,122.00		6,244.00
12	2016 John Deere 324K L	6/30/2020	6/30/2020	58,072.40			58,072.40	10,482.00	10,482.00		20,964.00
13	Orenco Septic System	6/30/2020	6/30/2020	8,193.69			8,193.69	3,933.00	3,933.00		7,866.00
14	Bosch Buderus Boiler - F	6/30/2020	6/30/2020	10,841.04			10,841.04	1,531.00	1,531.00		3,062.00
15	Bosch Buderus Boiler - F	6/30/2020	6/30/2020	10,841.04			10,841.04	1,531.00	1,531.00		3,062.00
16	Bosch Buderus Boiler - F	6/30/2020	6/30/2020	10,841.04			10,841.04	1,531.00	1,531.00		3,062.00
17	Draeger RZ 7000	6/30/2020	6/30/2020	5,097.51			5,097.51	695.00	695.00		1,390.00
23	Crane Test Weights	6/30/2020	6/30/2020	11,060.85			11,060.85	1,397.00	1,397.00		2,794.00
24	BullsEye Training Packa	6/30/2020	6/30/2020	15,807.00			15,807.00	5,269.00	5,269.00		10,538.00
25	Fletcher Feed Assembly	6/30/2020	6/30/2020	11,602.09			11,602.09	2,142.00	2,142.00		4,284.00
26	Locomotive Controller	6/30/2020	6/30/2020	6,035.71			6,035.71	1,114.00	1,114.00		2,228.00
27	Bobcat 2018 MT85 W/A	6/30/2020	6/30/2020	24,814.32			24,814.32	2,919.00	2,919.00		5,838.00
29	Kubota 2019 Diesel RTV	6/30/2020	6/30/2020	12,812.68			12,812.68	1,432.00	1,432.00		2,864.00
30	Kubota 2019 Diesel RTV	6/30/2020	6/30/2020	12,812.68			12,812.68	1,432.00	1,432.00		2,864.00
31	Kubota 2019 Diesel RTV	6/30/2020	6/30/2020	12,812.68			12,812.68	1,432.00	1,432.00		2,864.00
32	Battery Tray - 8T Locom	6/30/2020	6/30/2020	8,769.56			8,769.56	1,442.00	1,442.00		2,884.00
33	Battery Tray - 8T Locom	6/30/2020	6/30/2020	8,769.56			8,769.56	1,442.00	1,442.00		2,884.00
35	8 Ton Locomotive	11/1/2020	11/1/2020	50,571.43			50,571.43	5,619.00	8,428.00		14,047.00
36	8 Ton Locomotive	11/1/2020	11/1/2020	50,571.43			50,571.43	5,619.00	8,428.00		14,047.00
37	8 Ton Locomotive	11/1/2020	11/1/2020	50,571.43			50,571.43	5,619.00	8,428.00		14,047.00
38	96V Loco. Battery Charg	11/1/2020	11/1/2020	5,185.72			5,185.72	864.00	1,296.00		2,160.00
39	96V Loco. Battery Charg	11/1/2020	11/1/2020	5,185.72			5,185.72	864.00	1,296.00		2,160.00
40	96V Loco. Battery Charg	11/1/2020	11/1/2020	5,185.72			5,185.72	864.00	1,296.00		2,160.00
41	Electric Hoist 5 Ton - Or	11/1/2020	11/1/2020	6,248.63			6,248.63	467.00	701.00		1,168.00
42	Porta Count Respirator Fi	11/1/2020	11/1/2020	12,008.40			12,008.40	906.00	1,359.00		2,265.00

Cost of Fixed AssetsAccumulated Depreciation

000 - DOE Abandoned Property (Fermi)

Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment										
43 Flygt 3HP Handling Pum	11/1/2020	11/1/2020	5,007.74			5,007.74	371.00	556.00		927.00
45 Refuge Chamber Capacit	11/1/2020	11/1/2020	178,624.50			178,624.50	13,482.00	20,222.00		33,704.00
44 Kubota 4 Seater Utility V	11/1/2020	11/2/2020	13,742.84			13,742.84	1,023.00	1,534.00		2,557.00
46 1-5/8 Rope	11/5/2020	11/5/2020	68,808.60			68,808.60	4,587.00	6,881.00		11,468.00
48 Flygt Subm.Pump 58HPv	5/1/2022	5/1/2022		21,364.20		21,364.20		411.00		411.00
49 Flygt Sewage Pump 15HJ	5/1/2022	5/1/2022		16,786.00		16,786.00		280.00		280.00
			742,196.33	38,150.20	0.00	780,346.53	91,988.00	112,819.00	0.00	204,807.00

Cost of Fixed AssetsAccumulated Depreciation**Summary**

000 - DOE Abandoned Property (Fermi)								
	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment	742,196.33	38,150.20	0.00	780,346.53	91,988.00	112,819.00	0.00	204,807.00
	742,196.33	38,150.20	0.00	780,346.53	91,988.00	112,819.00	0.00	204,807.00

Cost of Fixed Assets

Accumulated Depreciation

	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
Combined	742,196.33	38,150.20	0.00	780,346.53	91,988.00	112,819.00	0.00	204,807.00
140 - Equipment	742,196.33	38,150.20	0.00	780,346.53	91,988.00	112,819.00	0.00	204,807.00

Cooperative Agreement Property

Year to Date Reconciliation - 7/1/2021 through 6/30/2022

June 30, 2022

Year to Date 7/1/2021 through 6/30/2022

Cost of Fixed Assets

Accumulated Depreciation

000 - Cooperative Agreement Property

Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
120 - Building										
34 I.Rand Compressor Build	5/18/2021	5/18/2021	73,384.00			73,384.00	510.00	6,115.00		6,625.00
67 Yates W.LineMeterBldg.	5/1/2022	5/1/2022		156,024.13		156,024.13		520.00		520.00
			73,384.00	156,024.13	0.00	229,408.13	510.00	6,635.00	0.00	7,145.00
130 - Computer Hardware										
58 HPE Server-Gen10Proliar	10/1/2021	10/1/2021		6,992.12		6,992.12		1,049.00		1,049.00
			0.00	6,992.12	0.00	6,992.12	0.00	1,049.00	0.00	1,049.00
140 - Equipment										
2 Chiller - Davis Campus	7/1/2020	7/1/2020	83,875.25			83,875.25	8,752.00	8,752.00		17,504.00
3 Chiller - Davis Campus	7/1/2020	7/1/2020	84,167.00			84,167.00	8,753.00	8,753.00		17,506.00
4 UTV Tracks	7/1/2020	7/1/2020	5,006.50			5,006.50	619.00	619.00		1,238.00
5 Bobcat Tool Cat	7/1/2020	7/1/2020	53,761.54			53,761.54	5,610.00	5,610.00		11,220.00
6 Kubota 4 Seat Cab	7/1/2020	7/1/2020	5,893.77			5,893.77	610.00	610.00		1,220.00
7 Western Sander W/Contr	7/1/2020	7/1/2020	8,841.84			8,841.84	923.00	923.00		1,846.00
8 AC Utility Truck	7/1/2020	7/1/2020	14,625.00			14,625.00	1,500.00	1,500.00		3,000.00
9 Refrigerated Sampler Isoc	7/1/2020	7/1/2020	5,713.96			5,713.96	591.00	591.00		1,182.00
10 Laser Flow System	7/1/2020	7/1/2020	17,335.24			17,335.24	1,793.00	1,793.00		3,586.00
11 3 Ton Locomotive Batter	7/1/2020	7/1/2020	7,200.00			7,200.00	1,440.00	1,440.00		2,880.00
26 Baker Hughes Submersib	7/1/2020	7/1/2020	37,434.00			37,434.00	23,648.00	13,786.00		37,434.00
27 Hydro Pressure Transduc	7/1/2020	7/1/2020	7,477.30			7,477.30	4,723.00	2,754.00		7,477.00
12 Radon Monitor AlphaGu	7/30/2020	7/30/2020	12,523.50			12,523.50	1,148.00	1,252.00		2,400.00
13 Radon Monitor Progeny	7/30/2020	7/30/2020	6,572.70			6,572.70	602.00	657.00		1,259.00
17 Laser Scanner	9/22/2020	9/22/2020	19,720.00			19,720.00	1,479.00	1,972.00		3,451.00
14 MineSAFE 36 Hour Refu	9/25/2020	9/25/2020	58,000.00			58,000.00	2,175.00	2,900.00		5,075.00
15 MineSAFE 36 Hour Refu	9/25/2020	9/25/2020	58,000.00			58,000.00	2,175.00	2,900.00		5,075.00
16 MineSAFE 36 Hour Refu	9/25/2020	9/25/2020	58,000.00			58,000.00	2,175.00	2,900.00		5,075.00
18 Cryo-Cycle II Cryostat 75	11/13/2020	11/13/2020	27,133.00			27,133.00	1,809.00	2,713.00		4,522.00
19 Mobius LN2 Recycle Coc	11/20/2020	11/20/2020	36,972.60			36,972.60	2,157.00	3,697.00		5,854.00
20 Mobius LN2 Recycle Coc	11/20/2020	11/20/2020	36,972.60			36,972.60	2,157.00	3,697.00		5,854.00
21 Mobius LN2 Recycle Coc	11/20/2020	11/20/2020	36,972.60			36,972.60	2,157.00	3,697.00		5,854.00
24 Mobius LN2 Recycler Cc	12/11/2020	12/11/2020	36,972.60			36,972.60	2,157.00	3,697.00		5,854.00
25 Fusion Splicer w/CT50/B	12/16/2020	12/16/2020	10,360.00			10,360.00	345.00	691.00		1,036.00

000 - Cooperative Agreement Property

Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
140 - Equipment										
29 Perkin Elmer Liq.Scintill.	2/23/2021	2/23/2021	35,190.00			35,190.00	1,173.00	3,519.00		4,692.00
28 Flood Barrier 72"X48" H	3/1/2021	3/1/2021	10,350.00			10,350.00	345.00	1,035.00		1,380.00
22 5 Ton Electric Chain Hoi	3/16/2021	3/16/2021	5,170.00			5,170.00	129.00	517.00		646.00
23 5 Ton Electric Chain Hoi	3/16/2021	3/16/2021	5,170.00			5,170.00	129.00	517.00		646.00
36 Herken Powerseat-ERT	5/10/2021	5/10/2021	8,554.87			8,554.87	71.00	428.00		499.00
37 Harken Powerseat-ERT	5/10/2021	5/10/2021	8,554.87			8,554.87	71.00	428.00		499.00
30 125HP I.Rand Compress	5/18/2021	5/18/2021	61,755.00			61,755.00	735.00	8,822.00		9,557.00
31 125HP I.Rand Compress	5/18/2021	5/18/2021	61,755.00			61,755.00	735.00	8,822.00		9,557.00
38 SterilKleen Lab Sink Cab	5/18/2021	5/18/2021	6,475.00			6,475.00	54.00	648.00		702.00
39 Sullair 185CFM Air Com	5/21/2021	5/21/2021	19,900.00			19,900.00	237.00	2,843.00		3,080.00
40 2014 Telescopic Fork TL	6/1/2021	6/1/2021	53,690.00			53,690.00	447.00	5,369.00		5,816.00
41 Desiccant Wheel Chiller	6/23/2021	6/23/2021	11,500.00			11,500.00		1,150.00		1,150.00
42 Chiller#3 - Davis Campu	6/23/2021	6/23/2021	43,300.00			43,300.00		4,330.00		4,330.00
60 Yates Hoist MG Set Refu	7/1/2021	7/1/2021		681,815.50		681,815.50		10,997.00		10,997.00
43 Pneumatic Pipe Cutter	7/20/2021	7/20/2021		12,733.63		12,733.63		1,167.00		1,167.00
44 2021 Bobcat S76 Skidste	8/17/2021	8/17/2021		47,608.20		47,608.20		3,967.00		3,967.00
45 Door LowerRossCrusherI	10/1/2021	10/1/2021		7,500.00		7,500.00		562.00		562.00
46 Door LowerRoss CrushB	10/1/2021	10/1/2021		7,500.00		7,500.00		562.00		562.00
47 Door Ross Hdfr. NSkip	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
48 Door Upper Ross Crushe	10/1/2021	10/1/2021		10,000.00		10,000.00		750.00		750.00
49 Door Ross Hdfr.SE Cage	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
50 Door Ross Hdfr. SW Cag	10/1/2021	10/1/2021		10,000.00		10,000.00		750.00		750.00
51 Door YatesRampAccessI	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
52 Door Yates CrushBldg.E	10/1/2021	10/1/2021		10,000.00		10,000.00		750.00		750.00
53 Door YatesHdfr.N.SkipA	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
54 Door YatesHdfr. NE.Mai	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
55 Door YatesHdfr.SE.Cage	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
56 Door YatesHdfr. S.Cage/	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
57 Door YatesCrushBldg.Int	10/1/2021	10/1/2021		9,000.00		9,000.00		675.00		675.00
62 Takeuchi Mini Excavator	12/7/2021	12/7/2021		56,400.00		56,400.00		3,290.00		3,290.00
64 AlphaGUARD DF2000 v	4/13/2022	4/13/2022		13,915.00		13,915.00		348.00		348.00
65 AlphaPM Radon Progeny	4/13/2022	4/13/2022		7,498.00		7,498.00		187.00		187.00
69 MaestroFlexMineRegul/F	5/1/2022	5/1/2022		15,387.50		15,387.50		256.00		256.00
70 Maestro Flex Air Quality	5/1/2022	5/1/2022		5,125.00		5,125.00		85.00		85.00
			1,060,895.74	957,482.83	0.00	2,018,378.57	83,624.00	145,403.00	0.00	229,027.00

Cost of Fixed AssetsAccumulated Depreciation

000 - Cooperative Agreement Property

Sys ID Description	Acquire	In Service	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
180 - Infrastructure										
59 Ross Complex Water Lin	7/1/2021	7/1/2021		1,422,289.39		1,422,289.39		56,892.00		56,892.00
63 Gravity Flow System WT	3/1/2022	3/1/2022		432,467.50		432,467.50		2,883.00		2,883.00
66 Yates Complex Waterline	5/1/2022	5/1/2022		1,438,394.81		1,438,394.81		9,589.00		9,589.00
			0.00	3,293,151.70	0.00	3,293,151.70	0.00	69,364.00	0.00	69,364.00

Cost of Fixed AssetsAccumulated Depreciation**Summary**

000 - Cooperative Agreement Property								
	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
120 - Building	73,384.00	156,024.13	0.00	229,408.13	510.00	6,635.00	0.00	7,145.00
130 - Computer Hardware	0.00	6,992.12	0.00	6,992.12	0.00	1,049.00	0.00	1,049.00
140 - Equipment	1,060,895.74	957,482.83	0.00	2,018,378.57	83,624.00	145,403.00	0.00	229,027.00
180 - Infrastructure	0.00	3,293,151.70	0.00	3,293,151.70	0.00	69,364.00	0.00	69,364.00
	<u>1,134,279.74</u>	<u>4,413,650.78</u>	<u>0.00</u>	<u>5,547,930.52</u>	<u>84,134.00</u>	<u>222,451.00</u>	<u>0.00</u>	<u>306,585.00</u>

Cost of Fixed Assets

Accumulated Depreciation

Combined	Beginning	Additions	Retired	Ending	Beginning	YTD 6/30/2022	Retired	Ending
120 - Building	73,384.00	156,024.13	0.00	229,408.13	510.00	6,635.00	0.00	7,145.00
130 - Computer Hardware	0.00	6,992.12	0.00	6,992.12	0.00	1,049.00	0.00	1,049.00
140 - Equipment	1,060,895.74	957,482.83	0.00	2,018,378.57	83,624.00	145,403.00	0.00	229,027.00
180 - Infrastructure	0.00	3,293,151.70	0.00	3,293,151.70	0.00	69,364.00	0.00	69,364.00
	<u>1,134,279.74</u>	<u>4,413,650.78</u>	<u>0.00</u>	<u>5,547,930.52</u>	<u>84,134.00</u>	<u>222,451.00</u>	<u>0.00</u>	<u>306,585.00</u>

5,547,930.52

780,340.00

6,328,277.00

306,585.00

204,807.00

511,392.00

CA Property Items in Inventory of Supplies

Item	Life	Value	Serial #	SDSTA Asset #	Details
Hydro Resources Deep Well Pump	2	\$ 241,665.00			2021
CA Property Chexter Valve w/Seal		\$ 7,187.50			2021
Northern Dewatering Flygt SH Pump S#2110052		\$ 6,784.00	2110052		2021
(3) Fisher Valves (at MSF)		\$ 8,270.63	F003134352	VL-XXU99-02	FY2022
(3) Fisher Valves (at MSF)		\$ 8,270.63	F003134353	VL-XXU99-02	FY2022
(3) Fisher Valves (at MSF)		\$ 8,270.63	F003134354	VL-XXU99-02	FY2022
CA Property 1 5/8" Hoist Rope-Yates Crusher Bldg.		\$ 69,864.00			FY2022
CA Property Ross ControlLogix ProcessorS#88832638		\$ 8,176.00	88832638-H28A0037-469		FY2022
Hydraulic Cylind Ross Spare		\$ 8,280.00	H06D0695		FY2022
Clutch Cylinder Ross Spare		\$ 8,970.00	H08D0137		FY2022
Grid Set - 1200 T Ross Spare Four Segments per Set		\$ 14,408.00	H12D045-002		FY2022
RSA Series Actuatore Ross Spare		\$ 9,143.00	H28D0065		FY2022
Rockwell MCC Spare Bucket Ross Spare		\$ 6,327.00	H28A0038-074		FY2022
Stratix 18 Port Managed Switch Ross Spare		\$ 6,686.00	H28A0038-440		FY2022
Brake Lining/Ross Hoist Spare (set of 24 Blocks)		\$ 13,800.00	H06D0686		FY2022
Ross Spare - Clutch Proving Valve Assembly		\$ 7,855.00	H08A0176-045		FY2022
Ross Spare - Valve Assembly Normally Closed		\$ 7,836.00	H08A0176-044		FY2022
Ross Spare - Brake Pin/Bushing Set		\$ 24,500.00	Long List of H #'s		FY2022
CA Property Sulzer XJ-80 HD Submersible Pump 13 HP		\$ 6,908.80	300546679	PU-XXB99-31	FY2022
CA Property Sulzer: GX283D_C1111321 Submersible Pump 2.7 HP		\$ 5,181.92	300676392	PU-XXB99-34	FY2022
CA Property Sulzer: GX283D_C1111321 Submersible Pump 2.7 HP		\$ 5,181.92	300694248	PU-XXB99-35	FY2022
CA Property Ross Spares Siemag T. Tooth Clutch Block (2)		\$ 53,034.00	H07D0377		FY2022
CA Property 8" 600# Chexter CS Ckeck Valve - in ROC		\$ 6,190.00			FY2022
CA Property 8" 600# Chexter CS Ckeck Valve - in ROC		\$ 6,190.00			FY2022
Total Value		\$ 548,980.03			

DOE Abandoned Property #1 Items in Inventory of Supplies

Item	Life	Value	Serial #	Details
Flygt Submersible Pump with 50' Cable 30HP	2.58 Yrs. Left	5,295.83	1280005	Used 7 yrs. 5 months out of 10 Yrs.
Cornell 6H-F16 Pump Motor Assembly	10	20,823.75	187888/A1309122094	
Cornell 6H-F16K Pump End Only	10	6,867.90	187892	
Flygt Submersible Pump 58HP w/50' Cord	8.666Yrs. Left	21,364.20	1540033 2600'L Sump 5-1-22	Used 16 months
Flygt Submersible Pump 58HP 460 V Impeller	10	25,390.80	1740031	
Flygt Dewater Pump 13HP HT234 Impeller	10	9,983.92	2125.181-1770014	
Flygt Dewater Pump 58HP 460V w/50'Cord	10	29,200.00	1750057	
Flygt Sewage Pump 15HP	10	16,786.00	1880050	
			Sump#2 WTP 5-1-22	
Total Value	New Value 5/1/2022	97,562.20	Items moved to Fixed Assets 5/1/22	

DOE Abandoned Property #2 Items in Inventory of Supplies

Item	Life	Value	Serial #	Details
1.545 X 5450' 8 Pair Half Lock Galv. Dog Ropes (2)	10	159,784.09	Silver State Wire Rope No S#	Yates Crusher Room Storage
1 7/8 6X30G-SFC Wire Rope (2)	10	145,680.20	Wire Co. No S#	Yates Crusher Room Storage
Flygt 3HP Handling Pump 460V	10	5,564.15	1960038	Ross Pipe Shop
Total	New V. 5-1-22	311,028.44 408,590.64		
Omni 8C2 1000g Water Meter	10	8,006.00	will use with Yates Water new line	
350 HP VFD's Spendrup Fan/Surge Protect.(2)	15	39,475.62	2019070047 & 2019070048	Critical Spares Spendrup back up Fan OroH.
Adjustment by FRA Mar. 2021 Taken off list of abandoned property				

SD Science and Technology Authority
Consolidated Report 05/31/22
Inventory of Supplies - Acct.#1145-0145-000

<u>Inventory of Supplies</u>	<u>Balance 2020</u>	<u>Additions 2021</u>	<u>Deletions 2021</u>	<u>Balance 2021</u>	<u>Additions 2022</u>	<u>Deletions 2022</u>	<u>Balance 2022</u>
Foundry Motors/Tuggers/Switches/Skips	\$ 779,000.00			\$ 779,000.00			\$ 779,000.00
Transformers in Foundry	\$ 94,346.30			\$ 94,346.30			\$ 94,346.30
Transformers in Machine Shop	\$ 114,650.00			\$ 114,650.00			\$ 114,650.00
(from 6Winze) 6800/8000 Pump/Motor Spares	\$ 23,975.00			\$ 23,975.00			\$ 23,975.00
Ropes	\$ 9,842.86			\$ 9,842.86			\$ 9,842.86
Transformers Refurbished (Machine Shop)	\$ 17,400.00			\$ 17,400.00			\$ 17,400.00
Shaft Level Pumps (from Homestake)	\$ 267,560.90			\$ 267,560.90			\$ 267,560.90
Benshaw Softstart Starters (3)	\$ 105,772.27			\$ 105,772.27			\$ 105,772.27
Used Joy Fans (2)	\$ 13,372.00			\$ 13,372.00		6,709.50	\$ 6,662.50
Baldor Motor (5000LSpares) S#S9069457-001 001	\$ 6,240.00			\$ 6,240.00			\$ 6,240.00
Flygt Pump (Yates Sump Spare) S#1070147	\$ -			\$ -			\$ -
Sandpiper Air Powered Dbl Diaph.PumpS#1905122	\$ 5,328.06			\$ 5,328.06			\$ 5,328.06
Cable from Improvements Progress	\$ 354,853.92			\$ 354,853.92		12,500.00	\$ 342,353.92
Tsurumi Pumps	\$ -			\$ -			\$ -
10,000KVA Transformer S# 161916B	\$ 10,000.00			\$ 10,000.00			\$ 10,000.00
Termination Cabinets (4) for Ross Pump System	\$ 15,914.48			\$ 15,914.48		15,914.48	\$ -
#5 Shaft Axial Flow Mine Fan S# 3533	\$ 47,245.51			\$ 47,245.51			\$ 47,245.51
DAD Pump S#882157	\$ 140,191.41			\$ 140,191.41			\$ 140,191.41
DAD Pump S#882158-TR121310JT	\$ 131,559.36			\$ 131,559.36			\$ 131,559.36
(2) Siemen Motors Malloy (for2 X 11 DAD Pumps)	\$ 94,011.92			\$ 94,011.92			\$ 94,011.92
Sky Climber Electric 208V Hoist	\$ 5,880.13			\$ 5,880.13			\$ 5,880.13
AC Generator 1974 kato S#73392	\$ -			\$ -			\$ -
Delta Optical Comparator	\$ 21,783.37			\$ 21,783.37			\$ 21,783.37
(4) Skid Tanks Pumping System	\$ 15,668.98			\$ 15,668.98			\$ 15,668.98
Concrete Basket Dumas	\$ -			\$ -			\$ -
Cement Hopper E-Z Fab	\$ -			\$ -			\$ -
Surface Lab Water Tank	\$ 8,373.54			\$ 8,373.54			\$ 8,373.54
Portable Generator S#J100VC06016590	\$ 3,839.00			\$ 3,839.00			\$ 3,839.00
Dry Ice Blast Unit	\$ -			\$ -			\$ -
Cisco Nexus Core Switch 93180YC-FX	\$ -			\$ -			\$ -
Pumps from DOE Property Transfer (see next tab)	\$ 135,712.40			\$ 135,712.40		38,150.20	\$ 97,562.20
DOE 1-5/8 Hoist Rope (Ross)		\$ 68,808.60	\$ 68,808.60	\$ -			\$ -
CA Property Refuge Chambers (3)		\$ 174,000.00	\$ 174,000.00	\$ -			0
CA Property Liquid Scintillation Analyzer Surface Lab		\$ 35,190.00	\$ 35,190.00	\$ -			0
DOE Prop. Abandoned - Warehouse Inv. 6/30/2021		\$ 238,782.29	6,061.84	\$ 232,720.45		232,720.45	\$ -
CA Property Chexter Valve w/Seal fr. 2020		\$ 7,187.50		\$ 7,187.50			\$ 7,187.50
DOE Prop. Transfer#2 Nov. 2020 (see next tab)		\$ 311,028.44		\$ 311,028.44			\$ 311,028.44
Ross CageWorkDeck fr. 2012		\$ 1,909.00		\$ 1,909.00			\$ 1,909.00
Profi 1-Ton Air Hoist S#405031		\$ 930.00		\$ 930.00			\$ 930.00
Skyclimber Elecric Hoist 208V		\$ 1,095.85		\$ 1,095.85			\$ 1,095.85
Skyclimber Elecric Hoist 208V		\$ 1,095.85		\$ 1,095.85			\$ 1,095.85
Skyclimber Elecric Hoist 208V		\$ 1,095.85		\$ 1,095.85			\$ 1,095.85
Skyclimber Electric Hoist 208V		\$ 1,095.85		\$ 1,095.85			\$ 1,095.85
Jib Crane C Mount 6.2083' Span		\$ 4,927.00		\$ 4,927.00			\$ 4,927.00
Jib Crane C Mount 8.9166' Span		\$ 5,329.00		\$ 5,329.00			\$ 5,329.00
Profi 1-Ton Air Hoist S#P405380		\$ 1,548.07		\$ 1,548.07			\$ 1,548.07
Profi 1-Ton Air Hoist S#306205		\$ 3,131.00		\$ 3,131.00			\$ 3,131.00
Skyclimber Work Deck		\$ 11,196.86		\$ 11,196.86			\$ 11,196.86

CA Property Purchase Hydro Deep Well Pump	\$	241,665.00	\$	241,665.00	\$	241,665.00	
CA Property Purchase Flygt SH Pump; SN 2110052	\$	6,784.00	\$	6,784.00	\$	6,784.00	
CA Property (3) Fisher Valves Aug. 2021				\$	24,811.89	\$	24,811.89
CA Property 1 5/8" Hoist Rope-Yates Crusher Bldg.9/21				\$	69,864.00	\$	69,864.00
CA Property Ross ControlLogix ProcessorS#88832638 Oct.21					8,176.00	\$	8,176.00
CA Property Ross Spares Siemag Tecberg (4 items)Nov.21					40,801.00	\$	40,801.00
CA Property Ross Spares Siemag T. (3 items)Dec.2021					26,813.00	\$	26,813.00
CA Property Ross Spares Siemag T. (3 items)Jan.22					40,191.00	\$	40,191.00
CA Property Sulzer XJ-80 HD Submersible Pump 13 HP					6,908.80	\$	6,908.80
CA Property Sulzer: GX283D_C1111321 Submersible Pump 2.7 HP					5,181.92	\$	5,181.92
CA Property Sulzer: GX283D_C1111321 Submersible Pump 2.7 HP					5,181.92	\$	5,181.92
CA Property Ross Spares Siemag T. Tooth Clutch Block (2)					53,034.00	\$	53,034.00
CA Property 8" 600# Chexter CS Ckeck Valve - in ROC					6,190.00	\$	6,190.00
CA Property 8" 600# Chexter CS Ckeck Valve - in ROC					6,190.00	\$	6,190.00

Totals

\$ 2,422,521.41 \$ 1,116,800.16 \$ 284,060.44 \$ 3,255,261.13 \$ 293,343.53 305,994.63 \$ 3,242,610.03

0

\$ 3,255,261.13

\$ 3,242,610.03

Total in Inv. of Supplies from CA	\$	536,600.03
Total in Inv. of Supplies DOE Prop. Trans #1 & #2	\$	408,590.64

PER DIEM PAYMENTS MADE TO BOARD MEMBERS IN FY 2022

<u>Date</u>	<u>Name</u>	<u>Purpose</u>	<u>Amount</u>
07/02/21	Dykhouse, Dana J.	6/24/21 Annual Board Meeting	75.00
07/02/21	Lebrun, Patricia O.	6/24/21 Annual Board Meeting	75.00
07/02/21	Peterson, Casey C.	6/24/21 Annual Board Meeting	75.00
07/02/21	Wilson, Robert J.	6/24/21 Annual Board Meeting	75.00
07/16/21	Peterson, Casey C.	7/7/21 Participated in Conferences regarding Homestake	75.00
07/30/21	Peterson, Casey C.	7/20/21 Teleconference with Headley and TME regarding DTRC/Barrick 7/21/21 Teleconference with Headley and TME regarding SDSTA Business	150.00
08/13/21	Aprahamian, Ani	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
08/13/21	Dykhouse, Dana J.	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
08/13/21	Lebrun, Patricia O.	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
08/13/21	Peterson, Casey C.	7/29/21 SDSTA Telephonic Special Board Meeting 8/4/21 Teleconference with TME regarding financing expansion at SURF	150.00
08/13/21	Wilson, Robert J.	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
08/27/21	Lebrun, Patricia O.	8/20/21 Attended ROC dedication and ribbon cutting at SURF	75.00
08/27/21	Peterson, Casey C.	8/17/21 Teleconference with Jim Siegrist of DOE regarding funding 8/20/21 Attended ROC dedication and ribbon cutting at SURF	150.00
09/10/21	Peterson, Casey C.	8/23/21 Teleconference with Mike H, Qusi and Chance from Thune's Office 8/27/21 Teleconference with Mike Headley and Joe Lykken from Fermilab 8/30/21 Teleconference with Rachel Oglesby from Governors Office	225.00
09/24/21	Dykhouse, Dana J.	9/17/21 SDSTA Telephonic Special Board Meeting	75.00
09/24/21	Lebrun, Patricia O.	9/17/21 SDSTA Telephonic Special Board Meeting	75.00
09/24/21	Peterson, Casey C.	9/3/21 Teleconference with TME, Nancy and Mike regarding Environ Ins. 9/12/21 Telecon with Nigel Lockyer regarding Fermilab Leadership change 9/17/21 SDSTA Telephonic Special Board Meeting	225.00
09/24/21	Wilson, Robert J.	9/17/21 SDSTA Telephonic Special Board Meeting	75.00
10/08/21	Dykhouse, Dana J.	9/23/21 SDSTA Quarterly Board Meeting 9/29/21 SDSTA Audit Committee meeting with Al Schaefer	150.00
10/08/21	Lebrun, Patricia O.	9/23/21 SDSTA Quarterly Board Meeting 9/29/21 SDSTA Audit Committee meeting with Al Schaefer	150.00
10/08/21	Peterson, Casey C.	9/20/21 Teleconference with DOE Office of Science Jim Siegrist 9/23/21 SDSTA Quarterly Board Meeting	225.00
10/08/21	Wilson, Robert J.	9/23/21 SDSTA Quarterly Board Meeting	75.00
10/22/21	Peterson, Casey C.	10/4/21 Teleconference with TME regarding former employee 10/7/21 Affidavit relating to former employee	150.00
11/05/21	Peterson, Casey C.	10/25/21 Teleconference with Tim E., Nancy and Mike regarding VC issue. 10/21/21 Reviewed CFO candidate resumes	150.00
11/19/21	Peterson, Casey C.	11/10/21 Teleconference with Tim E., Nancy and Mike regarding VC issues	75.00
12/03/21	Peterson, Casey C.	11/22/21 Teleconf with call with Beth Kroger, Mike Headley, Jim Rankin, on the Joint Institute of the Univ Co Boulder and Nat'l Inst of Science & Tech (JILA). Also, Fermilab SPAC Teleconf for LBNF/DUNE. 11/23/21 Open Cut dust discussion; letter sent to Fermilab	150.00
12/17/21	Dykhouse, Dana J.	11/29/21 Audit Committee Meeting	75.00
12/17/21	Lebrun, Patricia O.	11/29/21 Audit Committee Meeting	75.00
12/17/21	Peterson, Casey C.	12/7/21 Open Cut dust discussion with M Headley and TME; letter sent to Fermilab 12/8/21 Additional Open Cut dust discussion 12/9/21 Institue for UG Science at SURF mtg with E Freer and M Headley 12/10/21 Teleconference with Mike Miller and Katie Hruska GOV office along with M Headley and TME.	300.00
12/31/21	Dykhouse, Dana J.	12/16/21 Attended SDSTA BoD Quarterly Meeting by phone	75.00
12/31/21	Lebrun, Patricia O.	12/16/21 Attended SDSTA BoD Quarterly Meeting by phone	75.00

<u>Date</u>	<u>Name</u>	<u>Purpose</u>	<u>Amount</u>
12/31/21	Peterson, Casey C.	12/15/21 Attended Fermilab Town Hall Meeting regarding Open Cut dust issue	150.00
01/14/22	Peterson, Casey C.	12/16/21 Attended SDSTA BoD Quarterly Meeting in person	
01/28/22	Peterson, Casey C.	1/3/22 Teleconference with MH, Jim Siegrist and Mike Procario regarding SURF	75.00
		1/18/22 Teleconference with MH and TME regarding past employee active case	75.00
		1/19/22 Teleconference with Elizabeth Freer SURF Institute study	
02/11/22	Peterson, Casey C.	2/1/22 Misc teleconferences with MH to discuss personnel issues	75.00
03/11/22	Dykhouse, Dana J.	2/28/22 Audit Committee teleconference	75.00
03/11/22	Lebrun, Patricia O.	2/28/22 Audit Committee teleconference	75.00
03/11/22	Peterson, Casey C.	3/2/22 Misc teleconferences with TME, Mike Headley, Jeff Partridge (SD Bureau of Finance) and Rob Skjonsberg at Sen Rounds' Office in Pierre	150.00
03/25/22	Peterson, Casey C.	3/14/22 Teleconference with TME and Mike Headley to discuss personnel issues	75.00
04/08/22	Aprahamian, Ani	3/24/22 SDSTA Quarterly Board meeting	75.00
04/08/22	Dykhouse, Dana J.	3/24/22 SDSTA Quarterly Board meeting	75.00
04/08/22	Fall, Chris	3/24/22 SDSTA Quarterly Board meeting	75.00
04/08/22	Lebrun, Patricia O.	3/24/22 SDSTA Quarterly Board meeting	75.00
04/08/22	Peterson, Casey C.	3/23/22 Attended Lead CoC Mix & Mingle hosted at SLHVC	300.00
		3/24/22 SDSTA Quarterly Board meeting	
		3/30 & 3/31/22 SDSTA business discussions with Tim Engel & Mayor Everett	
04/08/22	Wheeler, Ron	3/24/22 SDSTA Quarterly Board meeting	75.00
04/22/22	Dykhouse, Dana J.	4/13/22 Audit Committee Meeting via Teleconference	75.00
04/22/22	Lebrun, Patricia O.	4/13/22 Audit Committee Meeting via Teleconference	75.00
04/22/22	Peterson, Casey C.	4/6/22 Dust mitigation discussion	150.00
		4/8/22 Teleconference W/Fermi on results of their study controls of dust mitigation	
05/06/22	Peterson, Casey C.	4/18/22 Dry run for insurance meeting	225.00
		4/19/22 Insurance zoom meeting with Gov. Office, Tim E. and Mike H.	
		4/25/22 Discussion with Mike on Foundation and met with Scull Const.	
05/20/22	Peterson, Casey C.	5/2/22 Teleconference with Mike H. and Dana D.	75.00
06/03/22	Dykhouse, Dana J.	5/24/22 Teleconference with Roger Musick concerning nominating Committ.	75.00
06/03/22	Peterson, Casey C.	5/16/22 Teleconference with Mike H. and Tim E. regarding public comments	225.00
		5/24/22 Met with Gov. Noem's Chief of Staff on Lab update	
		5/27/22 Met with Sen. Rounds on Lab update	

5,925.00

Ani Aprahamian

08/13/21	Aprahamian, Ani	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
04/08/22	Aprahamian, Ani	3/24/22 SDSTA Quarterly Board meeting	75.00

Aprahamian Total \$150.00

DANA DYKHOUSE

07/02/21	Dykhouse, Dana J.	6/24/21 Annual Board Meeting	75.00
08/13/21	Dykhouse, Dana J.	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
09/24/21	Dykhouse, Dana J.	9/17/21 SDSTA Telephonic Special Board Meeting	75.00
10/08/21	Dykhouse, Dana J.	9/23/21 SDSTA Quarterly Board Meeting	150.00
		9/29/21 SDSTA Audit Committee meeting with Al Schaefer	
12/17/21	Dykhouse, Dana J.	11/29/21 Audit Committee Meeting	75.00
12/31/21	Dykhouse, Dana J.	12/16/21 Attended SDSTA BoD Quarterly Meeting by phone	75.00
03/11/22	Dykhouse, Dana J.	2/28/22 Audit Committee teleconference.	75.00
04/08/22	Dykhouse, Dana J.	3/24/22 SDSTA Quarterly Board meeting	75.00
04/22/22	Dykhouse, Dana J.	4/13/22 Audit Committee Meeting via Teleconference	75.00
06/03/22	Dykhouse, Dana J.	5/24/22 Teleconference with Roger Musick concerning nominating Commit.	75.00

Dykhouse Total \$825.00

CHRIS FALL

04/08/22	Fall, Chris	3/24/22 SDSTA Quarterly Board meeting	75.00
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Fall Total \$75.00

PAT LEBRUN

07/02/21	Lebrun, Patricia O.	6/24/21 Annual Board Meeting	75.00
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<u>Date</u>	<u>Name</u>	<u>Purpose</u>	<u>Amount</u>
08/13/21	Lebrun, Patricia O.	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
08/27/21	Lebrun, Patricia O.	8/20/21 Attended ROC dedication and ribbon cutting at SURF	75.00
09/24/21	Lebrun, Patricia O.	9/17/21 SDSTA Telephonic Special Board Meeting	75.00
10/08/21	Lebrun, Patricia O.	9/23/21 SDSTA Quarterly Board Meeting	150.00
		9/29/21 SDSTA Audit Committee meeting with Al Schaefer	
12/17/21	Lebrun, Patricia O.	11/29/21 Audit Committee Meeting	75.00
12/31/21	Lebrun, Patricia O.	12/16/21 Attended SDSTA BoD Quarterly Meeting by phone.	75.00
03/11/22	Lebrun, Patricia O.	2/28/22 Audit Committee teleconference.	75.00
04/08/22	Lebrun, Patricia O.	3/24/22 SDSTA Quarterly Board meeting	75.00
04/22/22	Lebrun, Patricia O.	4/13/22 Audit Committee Meeting via Teleconference	75.00

Lebrun Total \$825.00

CASEY PETERSON

07/02/21	Peterson, Casey C.	6/24/21 Annual Board Meeting	75.00
07/16/21	Peterson, Casey C.	7/7/21 Participated in Conferences regarding Homestake	75.00
07/30/21	Peterson, Casey C.	7/20/21 Teleconference with Headley and TME regarding DTRC/Barrick	150.00
		7/21/21 Teleconference with Headley and TME regarding SDSTA Business	
08/13/21	Peterson, Casey C.	7/29/21 SDSTA Telephonic Special Board Meeting	150.00
		8/4/21 Teleconference with TME regarding financing expansion at SURF	
08/27/21	Peterson, Casey C.	8/17/21 Teleconference with Jim Siegrist of DOE regarding funding	150.00
		8/20/21 Attended ROC dedication and ribbon cutting at SURF	
09/10/21	Peterson, Casey C.	8/23/21 Teleconference with Mike H, Qusi and Chance from Thune's Office	225.00
		8/27/21 Teleconference with Mike Headley and Joe Lykken from Fermilab	
		8/30/21 Teleconference with Rachel Oglesby from Governors Office	
09/24/21	Peterson, Casey C.	9/3/21 Teleconference with TME, Nancy and Mike regarding Environ Ins.	225.00
		9/12/21 Telecon. with Nigel Lockyer regarding Fermilab Leadership change	
		9/17/21 SDSTA Telephonic Special Board Meeting	
10/08/21	Peterson, Casey C.	9/20/21 Teleconference with DOE Office of Science Jim Siegrist	225.00
		9/23/21 SDSTA Quarterly Board Meeting	
10/22/21	Peterson, Casey C.	10/4/21 Teleconference with TME regarding former employee	150.00
		10/7/21 Affidavit relating to former employee	
11/05/21	Peterson, Casey C.	10/25/21 Teleconference with Tim E., Nancy and Mike regarding VC issue	150.00
		10/21/21 Reviewed CFO candidate resumes	
11/19/21	Peterson, Casey C.	11/10/21 Teleconference with Tim E., Nancy and Mike regarding VC issues	75.00
12/03/21	Peterson, Casey C.	11/22/21 Telecon with call with Beth Kroger, Mike Headley, Jim Rankin, on the Joint Institute of the Univ Co Boulder and Nat'l Inst of Science & Tech (JILA). Also, Fermilab SPAC Telecon for LBNF/DUNE.	150.00
		11/23/21 Open Cut dust discussion; letter sent to Fermilab	
12/17/21	Peterson, Casey C.	12/7/21 Open Cut dust discussion with M Headley and TME; letter sent to Fermilab	300.00
		12/8/21 Additional Open Cut dust discussion	
		12/9/21 Institute for UG Science at SURF mtg with E Freer and M Headley	
		12/10/21 Teleconference with Mike Miller and Katie Hruska GOV office along with M Headley and TME.	
12/31/21	Peterson, Casey C.	12/15/21 Attended Fermilab Town Hall Meeting regarding Open Cut dust issue	150.00
		12/16/21 Attended SDSTA BoD Quarterly Meeting in person	
01/14/22	Peterson, Casey C.	1/3/22 Teleconference with MH, Jim Siegrist and Mike Procario regarding SURF	75.00
01/28/22	Peterson, Casey C.	1/18/22 Teleconference with MH and TME regarding past employee active case	75.00
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<u>Date</u>	<u>Name</u>	<u>Purpose</u>	<u>Amount</u>
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		3/30 & 3/31/22 SDSTA business discussions with Tim Engel & Mayor Everett	
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		4/8/22 Teleconference W/Fermi on results of their study controls of dust mitigation	
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		4/25/22 Discussion with Mike on Foundation and met with Scull Const.	
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06/03/22	Peterson, Casey C.	5/16/22 Teleconference with Mike H. and Tim E. regarding public comments	225.00
		5/24/22 Met with Gov. Noem's Chief of Staff on Lab update	
		5/27/22 Met with Sen. Rounds on Lab update	

Peterson Total \$3,675.00

<u>RON WHEELER</u>			
04/08/22	Wheeler, Ron	3/24/22 SDSTA Quarterly Board meeting	75.00
Wheeler Total			\$75.00

<u>ROBERT WILSON</u>			
07/02/21	Wilson, Robert J.	6/24/21 Annual Board Meeting	75.00
08/13/21	Wilson, Robert J.	7/29/21 SDSTA Telephonic Special Board Meeting	75.00
09/24/21	Wilson, Robert J.	9/17/21 SDSTA Telephonic Special Board Meeting	75.00
10/08/21	Wilson, Robert J.	9/23/21 SDSTA Quarterly Board Meeting	75.00
Wilson Total			\$300.00

Executive Director's Report—Mr. Mike Headley

The Executive Director's Report includes the following:

10A. Declaration of surplus (3)— miscellaneous equipment and telephones nearing end of life.

10B. SDSTA quarterly update—*informational*.

See recommended motion below.

Recommended Action:

Motion to accept the Executive Director's Report as presented.

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DECLARATION OF SURPLUS PROPERTY

The South Dakota Science and Technology Authority (SDSTA) owns the below equipment that have reached end-of-life. These items are no longer usable nor is it cost effective to repair them. Therefore, the following equipment will be scrapped as they have no actual monetary value to be sold:

- (1) Ross Headframe Garage Door – Depreciated value of \$1,697 and hauled away by MAC Construction after completion of the Headframe Security Project.
- (2) HP Switches – Product numbers HP 5800-24G and HP 24G with serial numbers CN55H1M0KQ and CN55H1M0KV that are fully depreciated with no remaining value.
- (2) Micro 1000 Date Loggers – Fully depreciated, no value, no serial numbers, cannot be located on-site, but were purchased from SD Mines & Tech. in 2015.
- (1) Vertical Diesel Symo Power Unit – Fully depreciated with serial number 11211811005618 and purchased from SD Mines & Tech in 2015.
- (2) Pressure Washers – Fully depreciated and no remaining value with one purchased from Federal Surplus in 2008 and Homestake left the other.

Having no further use for this property, I hereby declare the above listed items to be Surplus Property.

Dated at Lead, South Dakota this 27th day of June 2022.

Mike Headley

Mike Headley
SDSTA Executive Director

DECLARATION OF SURPLUS PROPERTY

The South Dakota Science and Technology Authority (SDSTA) owns various telephone equipment that has reached end-of-life. It is not cost effective to repair them nor do they have monetary value to be sold, therefore the equipment will be scrapped:

- Telephone Equipment: Depreciated value of \$3,927.47
- Telephone System (Additional): Depreciated value of \$11,371.31
- Telephone Expansion: Depreciated value of \$28,249.27
- Telephone System Upgrade: Depreciated value of \$17,712.14
- Telephone System LUX: Depreciated value of \$9,218.04
- Telephone System Upgrades: Depreciated value of \$8,451.00
- Telephone System Ross: Depreciated value of \$6,683.90
- Ross Dry Phone: Depreciated value of \$9,183.36
- Ross Shaft UG Phone: Depreciated value of \$8,550.63
- Yates E&O Phone: Depreciated value of \$12,314.24
- Admin Bldg. Phone: Depreciated value of \$3,876.26

Having no further use for this property, I hereby declare the above listed items to be Surplus Property.

Dated at Lead, South Dakota this 18th day of August 2022.

Mike Headley

Mike Headley
SDSTA Executive Director

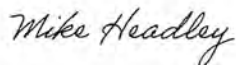
DECLARATION OF SURPLUS PROPERTY

The South Dakota Science and Technology Authority (SDSTA) owns the below equipment that has reached end-of-life. It is not cost effective to repair the machinery as it needs complete servicing done before returning to work. It is fully depreciated and still has monetary value, so it will be designated as surplus for sale.

- MT52 Bobcat Walk Behind – Asset# SD-XXB99-04

Having no further use for this property, I hereby declare the above listed item to be Surplus Property.

Dated at Lead, South Dakota this 15th day of September 2022.



Mike Headley
SDSTA Executive Director

June – August 2022 Progress Report

Submitted September 15, 2022

Submitted to:

South Dakota Science and Technology Authority Board of Directors

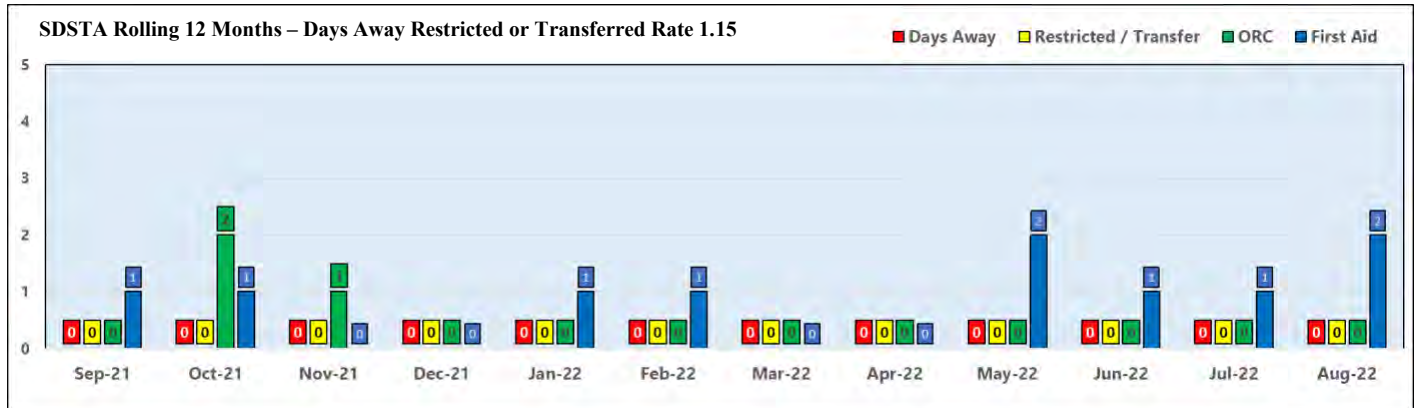
Mike Headley

SDSTA Executive Director

Sanford Underground Research Facility Laboratory Director

Environment, Safety and Health (ESH) Status

Health and Safety Status



June 2022 thru August 2022: Recordable Cases

- No events to report.

June 2022 thru August 2022: First Aid Cases

- 6/7 – SDSTA employee same level fall; evaluated by onsite Occupational Health Nurse – ice applied.
- 7/27 – SDSTA employee scratch to leg; evaluated by onsite Occupational Health Nurse – bandage applied.
- 8/5 – SDSTA employee pain in wrists/elbow; evaluated by onsite Occupational Health Nurse – non-prescription medication dispensed.
- 8/10 – SDSTA employee cut to finger; bandage applied.

ESH Support

- New Environmental Coordinator hired in June.

Work Accomplishments

- Completed Human Performance Improvement investigations:
 - Ross Hoist: auxiliary brake failure and error code fault.
 - Loose JLG engine compartment insulation – causing minor fire to the compartment.
 - EGS Collab pump failure.
 - Grapple bucket on skid steer detached and tore hydraulic lines.
 - Rock in Ross Shaft became dislodged and fell to 4850L station.
 - Power outage at Ross.
 - Water penetrated junction box.
- Finalized ESH Standards:
 - Radiation Safety Standard.
 - Severe Weather Management Standard.
 - Hazardous Communications Standard.
- Developed Bridge training for:
 - Duty Officer Roles and Responsibilities.
 - Project Manager Roles and Responsibilities.
- Hosted the SD Office of Risk Management onsite for the Q2 assessment; no issues were noted in the Compliance Review Report.
- Reviewed and revised needs analysis for the ESH Manual based on comments received from Department of Energy (DOE) Cooperative Agreement (CA) mid-term review.
- Completed air sampling for respirable dust, silica and metals on the 800L. Airborne concentrations were found to be below all OSHA action levels.
- Created safety sweep schedule and checklists for regular onsite safety inspections.
- Assisted Operations team with annual level inspections and quarterly ventilation surveys.
- Developed Standard Operating Procedure for shaft rope rescue procedures in coordination with Operations team.
 - ERT presented to TMI as requested by FRA.
- Began discussions with FRA regarding gas monitors and guide ratios that will be required in the detector halls.

- Supported the return to operations after the power outage by completing refuge chamber inspections, Job Hazard Analysis reviews and training on rope rescue Standard Operating Procedure.
- Updated Notice of Clearance for explosives from the Bureau of Alcohol, Tobacco, Firearms and Explosives was received. The updates include a reduction of employee possessors. The new document is posted.
- SDSTA Industrial Hygienist conducted noise sampling on the Yates back-up generator that powers the Davis Campus. Initial results were within standards; full report will be forthcoming.
- ESH Training Specialists conducted guide training on the 4850L Ross side for science.
- The team is providing ESH oversight for the Oro Hondo and WWTP projects.
- Conducted Quarter 2 evacuation drill.
- The ERT conducted lift bag rescue training (ground fall entrapment) including equipment operation.
- Conducted radiation safety training for ERT members.

Upcoming Activities/Trainings

- Environment, Safety, and Health Advisory Committee (ESHAC) agenda with Review Committee Chair (Sept).
- Master rigger training (Sept).
- Rope rescue certification (Oct).

Wellness Initiatives

- Fruit In Your Water Fridays (June 3 – June 24)
- Wellness Fair (June 14)
- SURF's Sand Volleyball League (July 21)
- Onsite Blood Drive with Vitalant (July 25)

Environmental Support

- The monthly Discharge Monitoring Reports for the on-site WWTP were prepared and submitted to the state. All parameters were within permitted limits.
- The 3rd Quarter Whole Effluent Toxicity Testing was completed in the streams receiving WWTP discharge water. Testing showed no toxicity to aquatic life.
- Inhouse Quality Assurance/Quality Control lab testing was completed by all operators, and all were within 5% of known results.
- Annual Environmental Protection Agency (EPA) Quality Assurance/Quality Control proficiency testing for all labs performing analysis for SURF was completed and submitted to the State of South Dakota and the EPA.
- Inspections required by the Stormwater Pollution Prevention Plan and the Spill Prevention Control and Countermeasure Plan were completed. Corrective actions were completed where identified.
- A hazardous waste shipment was completed. Approximately 3,600 lbs. of hazardous and universal waste were picked up for incineration or recycling.
- The Hazardous Communication Standard was updated and sent through the ISO approval process.
- Annual weed spraying was completed.
- Conducted quarterly storm water inspections.
- Updated Stormwater Pollution Prevention Plan and the Spill Prevention Control and Countermeasure Plan per ISO findings – approved forms for inspections.

Third Party Review Recommendations Status



Surface and Underground Operations Status

Yates Shaft

Work Accomplishments

- Yates Shaft was used to transport personnel in / out of the underground while the Ross Cage was out of service due to failed electrical relay.
- The Yates crews completed a recent guide replacement campaign and have resumed Top-Down Maintenance (TDM) in the utility compartment around the 2900L.
- Yates Shaft supported several tours including NIOSH, SURF Foundation, and DOE (ESH and Contracts) and various Neutrino Day activities
- Ross/Yates crew completed a concrete survey in the top 300 foot of both skip and north cage compartments in the Yates Shaft.

Upcoming Activities

- Resume TDM below the 2900L as funding allows.
- Continue skip guide replacement.
- Support contractors for CAT concrete and rail projects.

Ross Shaft

Work Accomplishments

- All Ross Cage guides requiring replacement have been removed and replaced. Additional guide replacements are anticipated.
- A faulty gasket on the Ross pump column was found near the 2450L causing a water leak. The gasket was replaced.
- A rock dislodged at the 4550L water box in the shaft. The rock hit the top of the cage, bounced and exited out the skip compartment through a small hole where air and waterlines tie into the 4850L station. Ross crews laced the gap and inspected the area surrounding the water box to identify further securing of the area.
- Ross Shaft personnel installed an accelerometer on the Ross cage in preparation of the APA test lift.
- Ross Substation failure took place early July 30 resulting in water infiltrating the raise from the 4700L to the 4850L.

Upcoming Activities

- Support deep well replacement.
- Support LBNF/DUNE APA test lift.
- Install new cage counterweight install.
- Install new skip guide runner wheels.
- Retorque remaining saddle bolts.

Hoist Maintenance

Work Accomplishments

- Contractors started brick repair work to the south wall of the Yates hoistroom.
- Brass pivot points (part of contacts) were replaced on the Yates Ore Hoist to address “slowdown” issues that have been increasing.
- Emergency gravity hoisting system installed and tested on the cage hoist. A diesel generator will be used to operate the brakes and lower the conveyance to the next level or 4850L if needed during a power outage.

Upcoming Activities

- Perform x-rays during bi-annual hoist rope inspection.
- Tile accelerometer tests to increase the cage speed (both directions) for people.
- Seimag hoist commissioning at higher speeds.
- Perform preventive maintenance activities ongoing.

Underground Hazard Mitigation

Work Accomplishments

- Installed ventilation stoppings in the 2000L #5 Shaft drift.
- Installed ventilation stoppings in the 4100L – 4850L 17 Ledge ramp.
- Continued cleaning out the 3650L pump room sump.
- Installed ground support in the 2000L 7 Ledge shop.
- Completed installation of MineStar personnel tracking system in the Ross Shaft.

Upcoming Activities

- Commission MineStar personnel tracking system in the Yates Shaft to the 1700L and Ross Shaft to the Tramway.
- Complete installation of on-demand regulator at the 2000L Oro Hondo bulkhead.
- Demobilize the SIGMA-V project on the 4100L.
- Continue cleaning out dewatering sump on the 3650L.
- Continue improvement of rail on the 1700L.

Surface Operations and Utilities Support

Facility Maintenance (Surface and 4850L) and Mobile Equipment

Work Accomplishments

- Worked with Johnson Controls to complete Q3 Building Management Preventive Maintenance (PM) activities (underground and surface).
- Worked with Wolff's Plumbing to complete Q2 HVAC PM activities (underground and surface).
- Worked with Butler CAT to complete underground backup generator PM activities.
- Recycling efforts continued at normal pace.
- Worked with JCI to replace compressor on Chiller No. 1.
- Worked with Wolff's Plumbing to perform repairs on Oro Hondo E-House AC.

Upcoming Activities

- Continue preventive maintenance activities.
- Stormwater inspections/repairs ongoing based on weather and need.
- Find a compressor replacement for one that failed on Chiller No. 3.

Electrical / Cyber Infrastructure / Dewatering

Work Accomplishments

- Removed flow meter on 5000L and sent out for rebuild while Deepwell Pump is inoperable.
- Worked with IT to distribute and protect new phones (enclosures) in the UG.
- Upgraded power distribution in Ross Headframe.
- Repaired Ross 69kV service after fault at substation.

Upcoming Activities

- Continue to work with the Engineering team on the 3650L pump room and pump replacement project.
- Continue fiber upgrades in Ross Shaft for CAT/Minestar Project.
- Support the efforts to replace Deepwell Pump.

Wastewater Treatment Plant (WWTP)

Work Accomplishments

- WWTP passed quarterly Whole Effluent Toxicity (WET) test
- Began project to repurpose old "gen-set" room.
- Cleaned out and replaced media in one bank of Yardney Filters.

Upcoming Activities

- Support project to replace Yardney Filter building replacement.

Operations Integration and Maintenance Planning

Work Accomplishments

- Continue to develop structure of Operations Integration Group; position created and filled for Facility Workflow Coordinator.
- Team supported QA/QC efforts to prepare for ISO Stage 2 audit.
- Worked with QA/QC to better understand inspection and calibration structure moving forward.
- Focused effort to better utilize PPE vending machines.

Upcoming Activities

- Continue working with QA/QC to update controlled documents.
- Continue training new team members.
- Continue to work with staff to increase use of the asset management software, Manager+.

Engineering Support

Work Accomplishments

- Station drawings were created to update the Underground Access Technical Specification. This document provides researchers with detailed hoist and shaft configuration information to support planning requirements.
- East Switchyard Cable Replacement: The design task order was completed on June 30. A request for proposal (RFP) was advertised. Six firms attended the site visit with two firms teaming to submit a single proposal.
- The Ross/Yates Hoist Room Building Roof Drains & Re-Pointing contractor mobilized in late June, and their masonry subcontractor has completed brickwork repairs on the Yates Administration building.
- The Yates Shaft Collar Concrete inspection and assessment were completed in this area in July and August, and a report detailing the findings is being assembled.
- Oro Hondo Backup Fan project civil contractor mobilized on August 29.
- The technical review package was completed for the 3650L Pump Room Rehabilitation and a contract awarded for long lead time pump/motor package. The actual rehabilitation will be bid in FY23.
- Deep Well Pump failed in June. A schedule has been coordinated with Hydro, the pump replacement contractor, to mobilize on September 6 and replace the existing pump with a previously purchased spare.
- SURF Medium-Voltage Recapitalization: A site observational walkthrough focused on narrowing data gaps or deficiencies in the condition assessment data was provided earlier by SDSTA. Subsequently, a draft Medium-Voltage Health Assessment report was received from the assessment consultant.
- The electrical hazard risk assessment report for disabling the Yates Hoists was revised and finalized. Based on the results of the electrical hazard risk assessment, the associated standard operating procedure was revised.
- The facility-wide lightning risk assessment report was revised and finalized in June.
- The Yates Cage Hoist has experienced intermittently slow hoisting speeds. Troubleshooting discovered that the bushing supporting the actuating arm of one of the speed control contactors had worn to the point that the arm was binding up. New bushings were welded onto the contactor by SDSTA staff.
- A task order was issued to TSP/Banner Engineering for the WWTP rotating biological contactors (RBC) Replacement design. The design phase activities started including on-site surveying and geo-tech drilling.
- An RFP for the Sacred Garden was issued to RCS Construction for construction of the garden with site preparation and road work planned to begin this fall, depending on weather.
- Access Control, Phase II design is underway. 60% design due on September 16 with completion November 30.
- SDSTA plans to submit a Brownfield Grant application when FY23 funds are announced later this year. An RFP was issued to Stantec for grant application services.

Quality Assurance / Quality Control Status

Work Accomplishments

- Change Control Request Submittals and Approval/Pending:
 - CCRs Initiated - 28
 - CCRs Approved - 25
 - SDSTA Internal Documents Converted to IMS Format - 26

CCR #	Title	Status	Approval Date
580	IT Technical Help Documents Part 1	Approved	6/6/2022
581	Update documents for Permit Change	Approved	6/22/2022
582	Incident Investigation Report Summary	Approved	6/14/2022
583	CCR for ESH Org Chart Change	Approved	6/15/2022
584	Evacuation Drill Debrief Report	Approved	6/21/2022
585	Updates to Emergency Management Standard	Approved	7/5/2022
586	GSB-SO IMS Training Information	Approved	7/18/2022
587	Update to SDSTA Manual	Approved	7/5/2022
588	IMSM documents updates for stage 2 audit	Approved	7/5/2022
589	Radiation Safety Convert Docs	Approved	8/8/2022
590	Ross Shaft Inspection Document	Approved	7/19/2022
591	Doc Update for PI020 Change	Approved	8/8/2022
592	Explosive Materials Management Standard	Approved	8/8/2022
593	IMS Docs Updates from Internal Audit	Approved	8/8/2022
594	SDSTA Map Template	Approved	8/8/2022
595	New User Introduction Sheet	Approved	8/2/2022
596	Forms used for SPCC Inspection	Approved	8/3/2022
597	IMSM Docs updated for Map Document Type	Approved	8/23/2022
598	QA/QC Docs updated for Map Document Type	Approved	8/23/2022
599	SPCC Maps	Approved	8/18/2022
600	Calibration Standard, WI Docs and P-715 Update	Approved	8/30/2022
601	Personnel/Payroll Change Form	Approved	8/25/2022
602	Hazard Communication Documents	Pending	
603	New Science Experiment Integration and Support documents	Pending	
604	Severe Weather Management Standard	Pending	
605	New SPCC documents	Approved	8/29/2022
606	New and Convert SPCC Documents	Approved	8/30/2022
607	HR Documents for new & conversion	Approved	8/30/2022

- Completed projects and other activities include:
 - Access Control Phase I Project
 - ISO Stage 2 Audit
 - Management Review
 - Internal Integrated Management System (IMS) Audit
 - Internal Process Audits: Contracts and Procurement Office Audit/Hoists and Shafts (Ross) Audit

Upcoming Activities

- Development and Release of QA/QC Training

Upcoming Development and Release of ISO Section Training
Title
(5-WHY) Training
Document Change Control Standard Training

- Upcoming (UC) and In-Process (IP) Projects and activities:

- Access Control Project (Phase II) (UC)
- 3650L Pump Room Rehab Project (UC)
- Oro Hondo Fan Project (IP)
- WWTP Building Replacement (IP)
- WWTP RBC Replacement (UC)
- Deep-well Pump Replacement (IP)
- Ross/Yates Hoist Rooms roof drains, tuckpointing Project (IP)
- Completion of Saddles Torquing 5,6,7 Locations (Est. Date 8/2023) (UC) Hire Document QC Specialist Level I (IP)
- Human Resources Internal Process Audit (UC)
- Surface Operations Internal Process Audit (UC)
- Audit/NC/CA Software Selection (UC)

Science Support Status

- The Snowmass Community Summer Study held in Seattle, WA July 17-26 was attended by ~1400 participants (743 in-person, including Mike Headley and Jaret Heise). SURF's proposed significant expansion of underground space was well received by the community and specifically highlighted during the meeting closeout. An update to the SURF Snowmass whitepaper has been posted: <https://arxiv.org/abs/2203.08293>.
- The User Association annual General Meeting dates are set for October 26 – 27, and the new user registration form available last quarter has been rolled out to the underground science community.
- The 8th international workshop on Low Radioactivity Techniques (LRT) was successfully co-hosted by SURF and SD Mines June 14-17. The event attracted 88 participants (similar to the recent average of 91, even with COVID concerns) with 74 presentations (higher than the recent average of 69); SURF tours were conducted for 44 attendees over two days: <https://indico.sanfordlab.org/e/LRT2022>. Proceedings are currently being compiled.
- The next Science Program Advisory Committee (SPAC) meeting is scheduled for November 9-10 (in-person with some remote participation), shortly after annual general User Association meeting.
- Initial discussions were held with Virginia Tech representatives regarding opportunities for collaboration and the possibility of relocating some equipment from the Kimballton laboratory, which is currently not operating.
- Heise has been appointed vice-chair of the SD Research and Commercialization Council (RCC). The committee also met in July to review SD proposals for the National Science Foundation (NSF) Track 1 funding competition (up to \$20M over five years).
- A new Experiment Integration and Support standard has been approved, formalizing some DOE expectations.
- Interruptions: There were notable interruptions affecting experiment groups in the last quarter, including a significant power outage on July 19 (specific notes below) as well as restricted access during July 30 – August 10 due to a Ross electrical incident involving LBNF equipment; residual power fluctuations continue to be noticed by some groups. Ongoing issues with Davis Campus chillers are affecting humidity in some lab spaces.

LUX-ZEPLIN—LZ

- The first science results from LZ were announced July 7 (<https://arxiv.org/abs/2207.03764> + <https://lz.lbl.gov>), re-earning the title of the world's most sensitive WIMP dark matter experiment.
- Tests following offsite maintenance on the DD neutron generator were successful, and additional neutron shielding was installed outside the water tank. Authorization was issued by SURF for entry into the Davis Cavern while the generator is operating (dosimetry also required). Generator measurements began late August and will continue until mid-September (operation was briefly interrupted due to a door not being fully latched).
- Several lessons learned and follow-up actions resulted from the July power outage, including generator operation.
- Following the first science run, there have been extensive high voltage grid studies, but a final configuration for the next science run has not yet been established. The second science run is expected to begin in late 2022.
- Formation of the new XLZD consortium for a Xe-based G3 dark matter experiment was officialized at a meeting in Germany. Some discussions have been held regarding xenon strategies.

MAJORANA DEMONSTRATOR—MJD

- The final neutrinoless double-beta decay result has been posted: <https://arxiv.org/abs/2207.07638>, including a half-life limit of $T_{1/2} > 8.3 \times 10^{25}$ yrs (recall the initial 2017 MJD result was $T_{1/2} > 1.9 \times 10^{25}$ yrs). Also, a paper describing alpha particle-induced neutron backgrounds was posted: <https://arxiv.org/abs/2203.14228>.

- Removal of Lead (Pb) bricks from Module #1 was completed, and the pallets were transported to surface for storage.
- Collection of Ta-180m data continues, but was interrupted by the July power outage when most equipment was affected (muon veto system, data acquisition system); the shutdown sequence for Ge detectors did not fully execute, and the module remained cold. A new data acquisition computer is delayed until ~October.
- Copper electroforming was also interrupted by the July power outage, and power instabilities (possibly related to the Ross electrical issue) interrupted copper growth in bath #2; some stability issues may be ongoing. Following repairs to fix a leaking fitting, the new fourth bath is expected to begin operation in mid-September.
- Oxidation occurred on some machine tool surfaces due to recent Davis Campus humidity excursions.
- For extra contingency during the restricted access period associated with the Ross electrical issue, SURF personnel temporarily increased liquid nitrogen (LN) storage from 3 to 4 180L dewars (now back to 3 dewars).
- UPS maintenance was successfully completed, having been postponed several times by the vendor.

Low-Background Counting

Black Hills State University Underground Campus—BHUC:

- Regular sample swaps continue with SDSTA support. Recent samples include LZ materials.
- The June LRT workshop afforded an opportunity to hold planning meetings among several users.
- A pressure relief issue was resolved for one of the LBNL-managed detectors.
- Commissioning of the LLNL dual-crystal detector system is advancing. Calibration sources have been used to check efficiencies and inner copper shielding components have arrived at SURF to be installed in September.
- The SOLO low-background detector (relocated from Soudan and formerly installed at the Ross Campus BHUC cleanroom) has been re-established at nearby BHSU, where it will be used as a lower-sensitivity surface screener.

SIGMA-V

- The July power outage impacted the chiller unit as well as communications, both requiring a manual reset. During the access restrictions related to the Ross electrical issue, underground data storage was managed to save the highest priority information (new hard drives could not be installed due to shipping delays and lack of access).
- Tracer injections and final measurements with pressurized water injection and circulation were completed in August (including tests involving incremental movements of packer systems to investigate higher-flow fractures).
- Shut-in and flow-back/relaxation measurements were performed in production and injection holes during the remainder of August, marking the end of experimental operations.
- As planned, decommissioning/mothballing activities commenced in early September, including a 4100L walk-through inspection with SURF personnel. The DTS optical fiber system will continue to measure temperature in various boreholes during a portion of decommissioning. A draft decommissioning statement is being circulated for collaboration and SURF comments. Decommissioning is expected to be completed in October.

Compact Accelerator System for Performing Astrophysical Research—CASPAR

- A paper describing Ne-22 measurements at SURF has been published: <https://link.aps.org/doi/10.1103/PhysRevC.106.025805>. More papers have been submitted for publication.

Other Current Research Activities

Physics

- TESSERACT: Encouraging R&D updates were shared in conjunction with a discussion of possibilities (equipment and engineering support) for advancing the project schedule to ~late 2023; nominal start is 2026.
- Theia: Onsite discussions were held with UC Davis representatives in preparation for an NSF meeting that was held in August with SURF participation.
- NEMESIS: An indirect WIMP search experiment is considering migrating from Callio Lab, Finland to SURF. The group is exploring U.S. funding and could use underground space as early as late 2023. Representatives have also reached out to BHUC regarding 4850L Ross Campus space.
- Scintillating Bubble Chamber (SBC): This low-mass dark matter experiment is currently testing at FNAL and is reaching out to explore opportunities for space at SURF (nominal sites are FNAL and SNOLAB).
- Other: Support letters were provided to several DOE proposals (Texas, Midwest, UNLV/NEMESIS).

Biology

- BHSU Biology: Sampling was performed in areas on the 4100L.

- Other: A support letter was provided to an SD Mines NSF microbe-assisted environmental remediation proposal.
- Geology
- Dakota Gold Corporation (new name): There has been no access to the surface Core Archive since mid-April.
 - DEMO-FTES: A project seeking to demonstrate fracture thermal energy storage (DEMO-FTES) was selected by an international body for funding (ultimately, funding will be via the DOE-EERE Geothermal Technology Office). It leverages the EGS-SIGMA-V 4100L infrastructure, nominally starting late 2023 (leaving a ~1-year gap after SIGMA-V ends this fall).
 - Other: Based on an information request to the community from EGS-SIGMA-V management, interest was received from eight projects for re-use of 4100L infrastructure (including DEMO-FTES mentioned above). One of the groups funded by DOE ARPA-E is coordinating a date for a site inspection visit.

Engineering

- Thermal Breakout: Heating tool development is expected to be complete by the end of 2022, with testing to begin at SURF in early 2023.
- GEOXTM: New airflow monitors were installed at 4850L locations and alignment adjustments made. At total of ten instruments are now online.

Quarterly Work Plan Variances

- The Quarter (June - August) shows an overall underrun of \$591,000.
- Labor for the three months shows an underrun of \$626,000. This underrun is primarily due to summer vacations. Labor continues to be on track for this fiscal year.
- Nonlabor for the three months shows an overrun of \$35,000. This overrun was primarily due to the arrival of a locomotive battery, charger and controller that was budgeted in the previous quarter. This completes the equipment list for FY2022.

Financial Status

Included in the Financial Report are the following:

- Cooperative Agreement SURF Services FY2022 (federal fiscal year) SPA Curve as of August 2022 (included as Appendix A at the end of the report)
- Financial Summary (included as Appendix B at the end of the report)
 - 1) Balance Sheet as of August 2022
 - 2) Comprehensive Statement of Income August 2022
 - 3) Comparative Balance Sheet – August 2022 vs. August 2021
 - 4) Comparative Statement of Income – August 2022 vs. August 2021
 - 5) Available Resources as of August 2022
 - 6) Operating Budget Summary

Cooperative Agreement (CA) SURF Services FY2022 Scheduled Performed Actual (SPA) Curve

- The SPA curve presented in Appendix A provides a summary of the CA-SURF Services Award No. DE-SC0020216 scheduled financial performance compared to the actual costs. The report shows funding through September 2022 along with information related to Funded-to-Date dollars, Scheduled dollars, and Actual dollars by month. Actual dollars represent actual invoices for the months sent to the DOE Office of Science for reimbursement. For August, the invoices totaled \$1,088,201 which is lower than the anticipated reimbursements of \$1,985,661.25 by \$897,460. Cumulative expenses are at \$66,450,171 which is lower than the budgeted \$66,822,620 by \$372,449. Large projects, purchasing and hiring are on track.

Balance Sheet Items

- Cash in Local Checking—Total on hand August 2022 was \$5,603,798; up from last month by \$945,713. Funds on hand were necessary to pay operating expenses including employee salaries, medical/life/vision insurance, and other items. The balance also contains funds received from federal contracts late in the month on open accounts receivable.
- Cash with State Treasurer—Total balance of \$11,043,583; This amount remains unchanged from last month.
- Billed Accounts Receivable (A/R)—Billed A/R represents any open invoices based on contracts from sources such as the DOE Office of Science, LBNL, Fermilab, other smaller contracts from other universities/private entities and Barrick-Homestake Mining Company. Total is at \$1,190,620; down from last month by \$1,357,640.

Included in the balance are open invoices to LBNL for \$98,569, representing invoices for the LUX-ZEPLIN (LZ) experiment support contract, the MAJORANA experiment support, and the SIGMA-V experiment support.

Additional open invoices include \$294,776 from Fermilab primarily from the SURF Services subcontract and a contract for Ross Shaft Logistics Support. Furthermore, the open balance from the Cooperative Agreement is at \$753,528. Additionally, there are open invoices for \$1,324 from small university subcontracts, and \$43,747 from Barrick/Homestake, Dakota Territory Resource Corp (DTRC) aka Dakota Gold, and Thyssen Mining Inc. (TMI).

- Unbilled A/R—Current balance is \$(4,188). The unbilled A/R represents items that have not been billed on various contracts. August's balance has decreased by \$7,270, from July. These items will be taken care of in September.
- Other A/R—Current balance of \$346,707. This balance represents any Interest Receivable and Miscellaneous Accounts Receivable. The balance increased by \$839. Activity for this month includes recording the interest accrual for August.
- Inventory/Supplies—Balance at \$3,237,428 for fixed assets being stored but not in service. This balance remained unchanged from last month.
- Inventory Warehouse/Personal Protective Equipment (PPE)—Current balance of \$403,213. This balance represents the warehouse inventory that was purchased by SDSTA prior to federal funding, the warehouse inventory purchased with federal funds, and an inventory category for the SLHVC inventory. The balance has decreased by \$287. All three inventories have separate account balances that are tracked. Yet they are summarized on the balance sheet under one category.
- Other Current Assets—This listing on the balance sheet represents the balances of both prepaid insurance—\$812,881 and prepaid other – \$286,673. Total balance of \$1,099,554 increased from last month by \$181,193. This increase is primarily due to the deposit required for the 3650L Pump Room package in August.
- Fixed Assets—Current balance of \$89,950,090. Fixed assets activity since last month includes recording two Dell Server bundles purchased with indirect funds— \$41,866; and, the purchase of an electric vehicle battery, charger, and locomotive controller purchased with DOE funds - \$28,250. The net decrease of \$154,613 since last month includes depreciation on fixed assets. Note: depreciation for the DOE Property Transfer items is separated as this amount will not be included in our indirect cost recovery on contracts.
- Pension Deferred Outflows—This designation on our Balance Sheet reflects the requirements related to the Governmental Accounting Standards Board (GASB) No. 68 and No. 71 in reference to pensions. SDSTA is required to report the net pension asset or liability on the face of our financials along with related deferred inflows and outflows. The State's retirement system is now fully funded. The Net Pension Asset is a restricted asset. Thus, the equity created is also restricted. The balance Pension Deferred Outflows shown as a noncurrent asset is \$11,243,669 created by FY2022 financial entries. The balance has increased from the previous year by \$7,107,857.
- Xenon Purchased—Balance of \$8,934,350 represents the value of xenon purchased for use by experiments. The xenon inventory is considered a non-current asset and includes all the purchases through fiscal year 2020. The processed xenon has all been shipped from Stanford University to SDSTA for use in the LZ experiment. It is now in their closed loop system.
- Total Assets—Total of \$133,048,825. This balance has increased from last month by \$392,065 which represents the net activity as listed above.
- Accounts Payable—Our Total Accounts Payable balance of \$1,196,881 at the end of the month compared to last month has decreased slightly by \$18,863.
- Accrued Payroll Liabilities—Current balance of \$1,755,929 has decreased slightly by \$122,944 from last month. This represents the net change between earned vacation and vacation taken and other changes in employee benefit-related liabilities.
- Long Term Xenon Notes Payable—This designation represents \$2M of funding received from the South Dakota Community Foundation, \$2M received from the University of South Dakota Foundation, and \$2M received from the South Dakota State University Foundation. The \$6,000,000 balance was designated for purchasing xenon for experiment use at SURF. The balance is unchanged from last month.
- Pension Deferred Inflows—This classification reflects the requirements of GASB No. 68 and No. 71, as discussed earlier. The balance of \$9,300,127 represents our portion of the difference between projected and actual earnings on pension plan investments with the South Dakota Retirement System.
- Total Liabilities—Total Liabilities decreased by \$141,807 (from \$18,394,743 to \$18,252,936), which reflects the net activity listed above.
- Total Equity—Decreased to \$114,795,889 from the previous month \$115,046,146.

- Total Liabilities & Equity—Decreased to \$133,048,825 from the previous month of \$133,440,889.

Statement of Income Items

- On the SDSTA's Statement of Income, the DOE Subcontracts are consolidated into one line on the report. Included in this amount are various subcontracts from LBNL, Fermi National Accelerator Laboratory (FNAL), the Cooperative Agreement with the DOE Office of Science, as well as a small contract for the MAJORANA project with Oak Ridge National Laboratory. Total revenue through August is \$4,859,161 (increase from July of 2,405,203).
- Interest income recorded for the current fiscal year on State Funds is at \$18,492. This represents interest accruing at 1% on the cash held by the state on behalf of the SDSTA.
- Direct Costs are then listed on the Statement of Income. The classifications for Unallowable Costs and Indirect Costs are listed as well on this report to follow the federal contracting format. Direct Costs/Unallowable Costs are at \$2,864,666 for the current fiscal year. Indirect Costs including fringe benefits are at \$2,673,751. Costs are higher than revenue by \$659,635.
- Other Income is at \$75,557 which primarily represents miscellaneous income received from TMI, Caterpillar Inc., scrap metal receipts and amounts from Barrick.
- Miscellaneous Expenses and Donations is at \$93,728 for current year fixed assets that were purchased on federal funds through the Cooperative Agreement, and sales at the SLHVC.
- Net loss through August is at \$184,654.

Comparative Balance Sheet

- Total in Local Checking is higher by \$1,334,169 due to receiving more funds from contracts in Accounts Receivable when comparing the two-time frames. Payments on the Cooperative Agreement are being received on a much quicker basis than from SDSTA's other contracts.
- Total Cash with State Treasurer is lower by \$233,242 from this time last year as funds have been used for the construction of the ROC, the Experiment funds for the xenon-related expenses, along with states interest proration has not been posted as of August.
- Total Fixed Assets are higher by \$6,010,262 when comparing the two-time frames, particularly due to including the fixed assets purchased on the Cooperative Agreement federal funds as well as finalizing the Yates Complex waterline, meter building, and the Yates Hoist MG set refurbishment. Also, included the acquisition of the SLHVC land, building and other assets.
- Pension Deferred Outflows is higher by \$7,107,857 due to fiscal year 2022 entries.
- In summary, Total Assets have increased by \$13,359,461.
- Total Current Liabilities are slightly lower by \$118,923 when comparing the two-time frames. Total Current Liabilities is lower primarily due to Accrued Payroll Liability. This represents the net change between earned vacation and vacation taken and other changes in employee benefit-related liabilities. The SDSTA had a number of retirements this past year.
- Other Liabilities—Pension Deferred Inflows have also increased for fiscal year 2022 entries, an increase of \$5,832,228.
- Total Restricted Funds are higher by \$1,043,881, primarily due to the entry for Restricted Pension amount.
- Investment in General Fixed Assets has increased by \$6,010,262 for the various additions of fixed assets and projects purchased on federal funds, and for the SLHVC acquisition.
- Unrestricted Funds are higher by \$592,012 when comparing the two-time frames.
- Total Equity has increased by \$7,646,155 from this time last year.
- In summary, Total Liabilities & Equity have increased by \$13,359,461.

Comparative Profit/Loss

- Total Revenue for year-to-date August 2022 compared to year-to-date August 2021 has increased by \$413,160. This increase is due to increased activity on DOE contracts. Direct Costs and Indirect Costs for year-to-date August 2022 compared to this time last year show a combined increase of \$462,094 (a 9.1 percent increase). Net Income/Loss for the comparative time periods shows an increase of \$170,095.

Available Resources

- This report reflects SDSTA's available cash/accounts receivable after noting the restricted cash balances in the Indemnification, Mine Closure, and funds held for Experiments—interest for investors. This report reflects

available cash and (short term) accounts receivable as compared to current liabilities including accrued payroll liabilities. After noting current obligations, \$5,149,872 is available. It is also important to note that the accrued payroll liabilities include accrued vacation and sick pay. Therefore, the report reflects SDSTA's available resources compared to current obligations.

Operating Budget Analysis

- This report is separated into three sections: SDSTA-funded activities, Federal, State, and Commercial funded activities and Indirect expenses that benefit various activities. Total operating expenses are under budget for August by \$1,056,640.
- Year-to-date figures are under budget by \$1,029,443.

Human Resources

- As of August 31, 2022, SDSTA has 179 full time employees, 13 part-time employees, and 3 temporary staff, for a total employee count of 195. New hires in June, July and August include: Cassidy Ewing – Temporary SLHVC Tour Guide, Zachary Adam - Environmental Coordinator, Ashley Hansen – Administrative Assistant, Jackson Pahl – Part-time ERT, Marta Gemelli – Part-time SLHVC Guest Associate, Ryan Hudson – Industrial Electrician, Julie Urbaniak – Front Desk Support and Casey Elliott – Infrastructure Technician.
- Resignations included: Interns—Lindsey Weelldreyer, Reghan DeBoer, Jordan Kludt, and Joseph Egan; Adam Gomez, David Turner and Dustin Cermak.
- Retirees included: Nancy Geary, Richard Goetz, Daryl “KC” Russell, Fritz Reller and Jackson Pahl.
- Turnover averages 2.53% per month.
- Vacancy Rate averages 2.91% per month.
- Demographics: 22% female; 78% Male.

Professional Staff Services - Subcontract No. 607915

Long-Baseline Neutrino Facility (LBNF) and Deep Underground Neutrino Facility (DUNE)

- A ground fault occurring in a medium voltage J-Box at the Ross Shaft collar on July 30 resulted in equipment failure at the Ross substation and a 10-day power outage to the Ross Complex and to underground power for dewater pumping and the LBNF project. Engineering investigations were conducted to assess equipment and perform root cause analysis. Support was provided to the electrical team to clean up and repair/replace faulted equipment. A local company, Electrical Testing and Maintenance Inc., was called in to conduct equipment and cable testing, analyze protective relay settings, and inspect SDSTA work prior to re-energizing the substation.
- LZ Detector Installation Presentation/Paper – On August 30, an LZ Detector Installation lessons-learned presentation was provided as part of the Detector Installation and Integration Collaboration Meeting.
- A Critical Lift Plan was created for Fermi Research Alliance (FRA) DUNE detector Anode Plane Assemblies (APA) for test lower/lift in the Ross Shaft. A test has been scheduled for late October.

LZ Operations Phase I - Subcontract No. 7525117

Other Experiment Support

LUX-ZEPLIN (LZ)

- Working with the LZ team, planning and initial repairs and upgrades to the Stationary Sampling System were completed. The vacuum pumping station electrical control panel was manufactured, the insulating vacuum space vacuum pumping station was integrated into the LZ programmable logic controller and the removable xenon valves which leaked were replaced.
- The design for the new Water Tank Top Borated Polyethylene Neutron Shielding was designed, manufactured and deployed.

Indirect Funded Activities Status

Contracts Status

Department of Energy (DOE) subcontracts to SDSTA

US Department of Energy, Office of Science

- SDSTA submitted a request for funding for the Project Design of *RBC Replacement at the WWTP* (IPP Project).
- SDSTA submitted a request for funding for the initial Project Design and Pumps Package for the *3650L Pump Room Rehabilitation* (IIP Project).
- SDSTA received Modification No. 21 for Incremental Funding and the remaining balance of funding for the *Oro Hondo Backup Fan Replacement* (IIP), Modification No. 22 for Incremental Funding, and Modification No. 23 to fund *Ross and Yates Hoists Roof Drains and Tuckpointing* (IIP).
- SDSTA received new grant DE-SC0022857 *SDSTA Project for LUX-ZEPLIN (LZ) Operations Support*

Fermi Research Alliance

- SDSTA submitted an initial cost proposal for electrical equipment maintenance on contract No. 674969 *LBNF Logistics Support Services*.

Lawrence Berkeley National Laboratory

- SDSTA received Modification 10 extending subcontract #7371823 *SIGMA-V*.
- SDSTA received subcontract # 7650068 to support *LZ Project Operations, Engineering and Research Support*

Summary of Contracts Awarded by SDSTA June - August 2022:

Contract No.	Contractor/Vendor	Type	Project
2022-05	Eide Bailey	New	Financial Single Audit
2022-15	Chris Wells Construction	RFP	Yardney Building Replacement
2022-30	American Crane & Safety	New	Rigging Course
2022-21	Johnson Controls	New	C-Cure
2019-28	Jacobs Welding	CO# 21	Back Flange Modifications
2022-15	Chris Wells Construction	New	Yardney Building Replacement
2021-14	Fastenal	New	PPE Vending Machines
2019-13	Orion Registrar	CO# 2	ISO Certification
2022-27	Minearc	New	Refuge Chamber Tri-Annual Maintenance
2022-26	Silverado/Overhead Door	New	Replace, Add ROC to Door Maintenance
2020-35	Mid Dakota Vegetation	CO# 1	2022 Annual Service
2017-37	Hydro	CO# 5	Additional Equipment
2022-29	Electro Test & Maintenance	New	Consult 69v Ross Substation
2019-31	Wolff's Plumbing & Heating	CO# 6	Plumbing Services
2021-03	Carl Barchet	CO# 2	Add Funds and Extend End Date
2020-25	Galyn Rippentrop Consulting	CO# 3	Add Funds and Extend End Date
2019-29	CVD Construction	CO# 56	Add Funds and Extend End Date
2019-28	Jacobs Welding & Machining	CO# 22	Provide Metal Fabrication On Call Services
2021-23	ATEN	CO# 1	Add Neutrino Day Branding
2014-27	KT Connections	CO# 9	Upgrades and Additional Communication Equipment
2019-30	Wolff's Plumbing & Heating	CO# 9	HVAC Mechanical Services Extension
2016-22	BlackMesh/Contegix	Cancel	Web Hosting
2022-23	Turner Lee Consulting and Design	New	SURF Foundation (SURFF) Consulting
2021-21	NeoSystems Corp (Deltek)	CO# 1	Extend End Date and Update POC

Contract No.	Contractor/Vendor	Type	Project
2022-22	Chatman & Strauss	New	Consulting
2016-25	GEI Consultants Inc	CO# 8	Aquatic Monitoring
2020-12	True Cleaning	CO# 8	Add Visitor Center Services
2022-17	Mountain Plains Audiology Inc	New	Audiological Testing
2021-23	ATEN Design Group	CO# 2	Additional Funding
2017-38	Paradigm (Alaris Group)	CO# 12	Occupational Medicine Support
2017-13	Professional Mapping & Surveying	CO# 12	General Services – Surveying & Mapping
2018-11	Safety-Kleen	CO# 5	Hazardous Waste Recycling
2017-31	Sandbox Studios	CO# 6	Website Security Updates
2020-34	Stantec	CO# 8	Extend end date
2020-04	Reventus, LLC	CO# 2	Add additional funding
2019-29	CVD	CO# 55	Repair Administration Windows
2019-39	North Central	CO# 7	Re-key the SLHVC
2020-05	West Plains Engineering	TSK #7	RFP for Critical Lift Plan
2020-16	Western Fire	CO# 10	RFP for Additional Work
2022-01	RCS	CO# 3	Additional Masonry Services
2022-07	DXP	New	Dewatering Pumps Purchase
2019-54	CVD	CO# 54	Repair Ross Windows
2020-05	West Plains	TSK #6	Access Control Phase 2
2020-01	RCS	CO# 1	Additional Drain Work
2020-02	RCS	CO# 2	Remove Work
2019-05	Servall	CO# 11	Additional Work Wear
2020-06	TSP	TSK #4	WWTP RBC Replacement Design
2015-21	Albertson Engineering	CO# 25	ERT Training Structure

- Purchase Orders (POs): 553 POs were issued June 1 – August 31, 2022 totaling \$657,497.43.
- Warehouse Inventory: Warehouse inventory as of August 31, 2022 totaled \$288,254.17.

Inclusion, Diversity, Equity and Access (IDEA) Status

- The IDEA office and the Education & Outreach (E&O) department continue to collaborate to create teacher professional development that embeds IDEA practices and content.
- In collaboration with the E&O department, work continued to develop an intentional outreach plan to increase reach and connections with tribal schools and schools serving primarily Native students. This includes participation at the state Indian Education Summit in Rapid City.
- IDEA conducted an engagement pulse survey to follow up from last year's full engagement survey to determine areas of success and additional areas of need. Management had identified "employee voice" as a focus area. Improvements in internal communication efforts were reported by the survey.
- Management training efforts continue. The August training focused on SURF core values and identifying next steps needed to advance the practice of each core value.
- IDEA developed a shared document with contact information for relevant tribal groups, agencies, and annual events for communications and outreach purposes. This outreach document is now being used by E&O, Communications and by the SURF Foundation.
- The Cultural Advisory Committee met on July 21. IDEA, Communications, Human Resources and E&O presented updates to the CAC and thirteen new recommendations were generated.

- IDEA is working with Human Resources to reconfigure the onboarding and orientation processes at SURF. Goals include incorporating additional technical training and a streamlined orientation process, with additional focuses on incorporating belonging practices in onboarding.
- An offer has been made and accepted to fill the open IDEA office position. The new employee will start on Monday, September 19.
- IDEA office funds were used to provide transportation to Neutrino Day, individualized tours of the Sacred Circle Garden and lunch for a group of students from *Ateyapi*, a Native American youth mentoring program, in Rapid City.

Education and Outreach (E&O) Status

K-12 Education and Outreach

Curriculum units

- During the 2021-22 school year, 82 curriculum units were utilized in districts in South Dakota, North Dakota and Wyoming, impacting the science learning of 3,718 students.
- SURF curriculum was used in the Augustana summer camp for middle school girls, impacting 12 girls and eight camp staff.
- Requests for curriculum units for the 2022-23 school year are coming in, and currently there are 15 requests. Five of these are already in classrooms.
- The new curriculum unit, *Sound and Light*, was piloted last spring and will be shared as part of the regular offerings this fall.

Field trips (onsite)

- Spring 2022 was the first full season of field trips since before the pandemic and the E&O team hosted 14 school groups from South Dakota, North Dakota and Wyoming.
- Fall field trips are being scheduled, with the first one set for September 20 from Douglas High School. There are six other school groups currently scheduled, coming from South Dakota, Colorado and Wyoming.
- The new field trip activity, which focuses on the history and science of SURF will be debuted this fall with students.

Classroom presentations (includes virtual field trips)

- In July, Science Education Specialist Ashley Armstrong traveled to Wagner School District to give presentations, interacting with 147 students in the summer school program.
- Fall presentations have begun with presentations and have been given at St. Joseph's Indian School and Dakota Valley Middle School in August.
- Upcoming presentations include Custer Elementary, Madison Elementary, South Park Elementary (Belle Fourche), Hot Springs Middle School, Oelrichs School District, Cheyenne Eagle Butte School, Georgia Morse Middle School (Pierre) and Upton School District (Wyoming) in September and October.
- Ashley Armstrong and Chad Ronish will be speaking to students at the Rapid City Area Schools 8th grade career fair in November.
- The new presentation, *Safety in the Underground*, has been completed and will be shared with students starting this fall.

Professional Development (PD)

- E&O team members facilitated the fourth and final learning retreat of the SDMath/SDSci Teacher Leadership program in partnership with the SD Department of Education. The program concluded with its fifth cohort which included 18 educators from 15 South Dakota counties.
- In June, July and August, E&O team members created and/or facilitated professional development opportunities for K-12 science and math teachers, including: a face-to-face residential week-long Place-Based Science workshop, a virtual week-long Implementing 3-Dimensional Teaching workshop, a residential week-long Modeling in Mathematics workshop, four face-to-face SD EPSCoR workshops, six virtual SD EPSCoR workshops, and two week-long Computational Thinking in Elementary STEM workshops.
- During the 38 days of summer professional development, educator workshops impacted 99 schools in 67 school districts, including one district in Wyoming and one in Arizona. In total, 147 unique educators were served; 38 of those educators chose to take two or more workshops.

- E&O team members facilitated learning sessions to showcase SURF and its resources at both the State Conference for Associated School Boards and SD School Administrators and the Career and Technical Education Conference.

Undergraduate

- In October, the E&O team will host three sections of BHSU undergraduates in their K-8 science methods preparation for a tour, engineering challenge, and discussion about best practices in teaching and learning science.
- E&O team members have scheduled visits this fall with pre-service educators at both Northern State University (face-to-face) and University of South Dakota (virtual) and are working with Dakota State University to set up dates. E&O curriculum kits and resources will be showcased as well as best practices for engaging students in rigorous and relevant science learning experiences.

Other

- E&O team members and interns engaged with families at the Sanford Lab Homestake Visitors Center (SLHVC) for three different “pop-up” learning events this summer: Exploring Engineering (building detector shields and bridges with Keva blocks), Seeking Science (manipulating things with model Majorana glove boxes), and STEM Stories (reading a neutrino story and building neutrino models). Interactions included 63 members of the public.
- E&O team members will be scheduling monthly after school events for students and families at the SLHVC in September, October and November.
- Chad Ronish, in collaboration with leaders in other SURF departments, facilitated a valuable summer internship experience for seven interns: two in education, two in science, one in ESH and two in engineering. Feedback about the experience has been excellent.
- A successful experience was provided for the eight Davis-Bahcall Scholars and two chaperones. Scholars came from SF Roosevelt, Custer, RC Stevens, Bennett County, Tea, Highmore-Harrold, Augustana University, and Black Hills State University. Pictures and information about their experience can be found on the Davis-Bahcall Scholars Program Facebook page.
- Refer to Table 1 below for the annual numbers from fiscal year 2016 to present.

Table 2. K-12 Students: Fiscal year final numbers (July 1 – June 30)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Curriculum Units	934	3504	2286	3598	3236	3384	3718
Presentations	8734	8157	6304	6704	3704	2005	14038
Field trips	595	660	796	1117	254	58	485
Other	10	891	825	1055	918	298	1468
Total	10273	13212	10211	12474	8112	5745	19709

Communications Status

- Neutrino Day July 2022 returned as a live event with nearly 1,200 people attending.
- Participated in Public Information Officer Training.
- Developed advertising and print materials for the SLHVC and SURF Foundation.
- Continued to work with the website vendor, Aten, to develop a new website. The discovery phase of the website rebuild has been completed.
- Produced a new brochure for a public audience about SURF.
- Developed and began to implement a marketing plan and advertising calendar for the SLHVC; migrated the old SLHVC website into the SURF website.
- Communications Director Constance Walter is working to acquire a Library of Congress Control Number (LCCN) for Steve Mitchell’s new book.
- Working with The Interactions Collaboration to develop 2022 Dark Matter Day event.
- Working with Executive Leadership to update the economic impact study.
- Continued to work with the AiR and University of Michigan on SURE/Gina Gibson exhibit.

Community Outreach/Media/Site Visits/Presentations

- July 9: Neutrino Day events were staged around Lead.
- June 3: The State Bar Association visited SURF.
- June 6-8: Constance Walter and Matt Kaput attended the Science Festival Alliance Summit in Cambridge.
- July 7: LZ first results seminar was held at SURF.
- July 24: Constance presented virtually on outreach for Snowmass.
- July 25: Constance presented to the Roads Scholars at SLHVC.
- Aug. 1: Constance presented to the NEIBC at SLHVC.
- Aug. 15: Constance, Mike Headley, Jaret Heise and Wendy Straub presented to the Chief Executive Officers (CEO) group via webcast.
- Aug. 17: CEO group visited SURF
- Aug. 23: Staffers from Sen. Thune's office visited SURF.
- Aug. 29: Aten (web vendor) staff visited SURF.
- Aug. 30: Staffers from the Senate Commerce Committee visited SURF.
- Media visits included:
 - July 7: KOTA/KEVN did live broadcast from the SLHVC.

Upcoming Community Outreach/Media/Site Visits/Presentations

- Planning for 2022-2023 Deep Talks series is underway.
- Sept. 11: Constance will present at the Bigfoot Camper Rally presentation in Sturgis.
- Sept. 12: Pacific Northwest National Laboratory (PNNL) media will visit the 4100L for a story about EGS Collab.
- Sept. 20: DN Communications will visit SURF to plan a mini documentary.
- Sept. 28: Constance will present to two SD Mines writing classes.

Video, Web, Graphics

- Communications continues to create new video and animations to illustrate articles that are used on a variety of platforms, including social media, PowerPoint Presentations and the website.
- New features are being created and all experiment pages are being updated for the Sanford Lab website.
- Fresh content is being created weekly for all social media platforms.
- Albums in the Sanford Lab Photo Gallery may be viewed at: <http://pics.sanfordlab.org>.
- General web maintenance, digital signage content; media assistance to science collaborations and educational institutions are ongoing.

Photos of recent events/milestones are included as Appendix A.

- [Where Do High-Energy Cosmic Rays Come From? A Star's Last Gasp](#), by Katrina Miller, WIRED, August 26, 2022.
- [What lives where? And why?](#), by Erin Lorraine Broberg, Black Hills Pioneer, August 25, 2022.
- [New SURF artist-in-residence blending different disciplines, interactivity for future showcase](#), by Christina Holiday, NewsCenter1, June 1, 2022.
- [LZ physicists announce most sensitive dark matter detector in the world at Sanford Lab](#), by Wendy Pitlick, Black Hills Pioneer, July 8, 2022.
- [Dark matter hunt heats up with first result from world's biggest detector](#), by Adrian Cho, Science, July 7, 2022.
- [Astronomers, visitors revel at Badlands night sky brought closer by James Webb images](#), by Lee Strubinger, South Dakota Public Broadcasting, August 9, 2022.
- [Researchers create 3D seismic array at SURF](#), by Erin Lorraine Broberg, Black Hills Pioneer, August 16, 2022.

Information Technology Status

Projects

- Phone system cutover completed successfully.
- Portal cutover and DocuShare upgrade completed.
- VXRail software upgrade/implementation into the Datacenter completed.
- IT hardware and software for access control project in place and functioning.
- New VxRail Servers (hardware) upgraded, installed and configured; increased data center capacity by 33%.
- Keeper Security trial in testing/onboarding phase.
- MineTech switches installed to 1700L of Yates.
- LANsweeper network scanner implementation completed.

Daily Activities

In addition to work order activity, IT monitors and reviews wireless and general network activity and counts, network hardware readiness, VPN Remote Access logs, Firewall logs, and establishes new VPN and DocuShare accounts for individuals and user groups, as requested.

June – August 2022 Events

- The Administrative Services team registered 854 visitors between June 1 through August 31. Access badge requests continued to be processed and monthly badging reports distributed.
- The Visitor Registration Monthly Reports were submitted electronically to the SD Fusion Center/Homeland Security utilizing the SURF database reporting tool.
- The Monthly SURF Foreign National Visits Reports and Restricted Party Screening Audits were generated and distributed.



Administrative Services Activities

- Two new full-time employees were hired in the Administrative Services Office. Ashley Hansen started on June 13 as Administrative Assistant backfilling Amelia Pearson, who transitioned to ESH full-time. Julie Urbaniak started on August 23 as Front Desk Support backfilling Amanda Berry, who transitioned to Operations full-time. Training continues with the new hires. Mandy and Natasha actively participated on the Neutrino Day Planning Committee helping make Neutrino Day 2022 another successful event. Also, the Administrative Services team assisted the IT Department with rollout of the new SDSTA phone system; telephone lists were updated and distributed to the project team.
- During the last quarter, Amanda, Ashley and Julie provided front desk support to include: Purchase orders invoiced and closed in ManagerPlus; monthly office supply orders received and sorted; documents scanned and laminated for various departments; access badges printed and logged; monthly reports uploaded to DocuShare; breakroom and espresso machine regularly cleaned; conference rooms scheduled; researcher hours tracked; safety waivers witnessed; addresses and postage applied to packages; and visitors logged into the database.
- Administrative Assistant Natasha Wheeler continued to assist ESH reviewing Bridge training courses; QA/QC reviewing miscellaneous documents; backup and transition of reception; and the SURF Foundation including: crafting

messaging and planning for employee engagement; labeling and shipping limited edition prints; assisting with Garden site visit logistics, continued assistance in creating and editing various communications and grant application materials; and updating/maintaining donor information in the tracking software.

- The Administrative Services team continued to scribe for several SURF weekly department leadership meetings (L10s), board meetings and reviews. Events onsite have steadily increased over the summer. The team provided logistical support for the following events:
 - o June 3: SD State Bar Association site visit
 - o June 4: Open Studio Event for SURF AiR at Lead-Deadwood Arts Center
 - o June 6: Q2 SD Office of Risk Management site visit
 - o June 7-8: CSC DOE team site visit
 - o June 9: SURF Coffee Break
 - o June 14 & 14: Low Radioactivity Techniques 2022 site visits
 - o June 22: SDSTA Annual Board of Directors Meeting; SURF Foundation Board Meeting
 - o June 28-30: DOE Cooperative Agreement Mid-Term Review
 - o July 1: CEO staff scoping site visit
 - o July 8-9: Meet & Greet at SLHVC, Neutrino Day
 - o July 11-14: ISO Stage 2 Audit
 - o July 21: Cultural Advisory Committee meeting
 - o July 23: Jack Stratton family site visit
 - o August 2: Virginia Tech Foundation site visit
 - o August 3: SURF All Hands held virtually
 - o August 9-10: EOS Annual Summit with Mike Roth
 - o August 18: CEO larger group site visit
 - o August 23: Sen. Thune staffers site visit
 - o August 29: Aten (web vendor) staff site visit to SLHVC and SURF
 - o August 30: US Senate Commerce Committee staffers site visit
- The SDSTA Board of Directors annual meeting was held on June 16, 2022. Several policies were approved at the annual meeting and the SDSTA Policy and Procedure Manual updated and distributed to staff. Also, a Telephonic Special SDSTA Board meeting was held on July 22 to approve an addendum to a land use agreement and approve a release relating to the Oro Hondo Shaft. All Board materials and meeting minutes were posted to the Boards & Commissions portal.

SANFORD LAB HOMESTAKE VISITOR CENTER

Sanford Lab Homestake Visitor Center (SLHVC) Status

Outreach and Programming

- This summer, the SLHVC greeted guests from all 50 states and over 20 countries.
- The 4th of July fireworks fundraiser was coordinated with the Lead Area Chamber of Commerce, hosting over 100 guests
- The SLHVC served as one of the sites for Neutrino Day activities. A Meet and Greet with Neutrino Day speakers was hosted the evening before.
- Over 70 tour buses were welcomed, each bringing 30-50 visitors into the SLHVC at a time.
- Trolley tours were conducted for visitors, providing an in-depth history of Lead, along with the ability to visit and learn about the Yates hoistroom.
- E&O utilized the Visitor Center facilities for teacher professional development.
- E&O shared their expertise with the SLHVC by creating a program of pop-up events at the Visitor Center in July and August, focusing on engineering, science, and sharing a STEM story.
- Summer programs and day camps arranged visits to the SLHVC. While some came primarily to utilize the space, others pre-booked trolley tours and informal activities to connect the visiting youth with the exhibits.
- The SLHVC served as the site for the June primary elections for the city of Lead.

Updates

- Final science exhibit panel installation was completed in July.
- The SLHVC is transitioning to a new Point of Sale system, which will for re-examining inventory and creating a purchasing plan for the upcoming year.

Upcoming Activities

- Currently, SLHVC is working to develop an informational text, to be put onto our updated digital kiosks, providing titles and details about the photo frieze along the ceiling of the SLHVC.
- A fall programming calendar is being developed, including events such as author book signings and Ask a Scientist events.

SURF FOUNDATION
501(c)(3)

SURF Foundation Status

Work Accomplishments

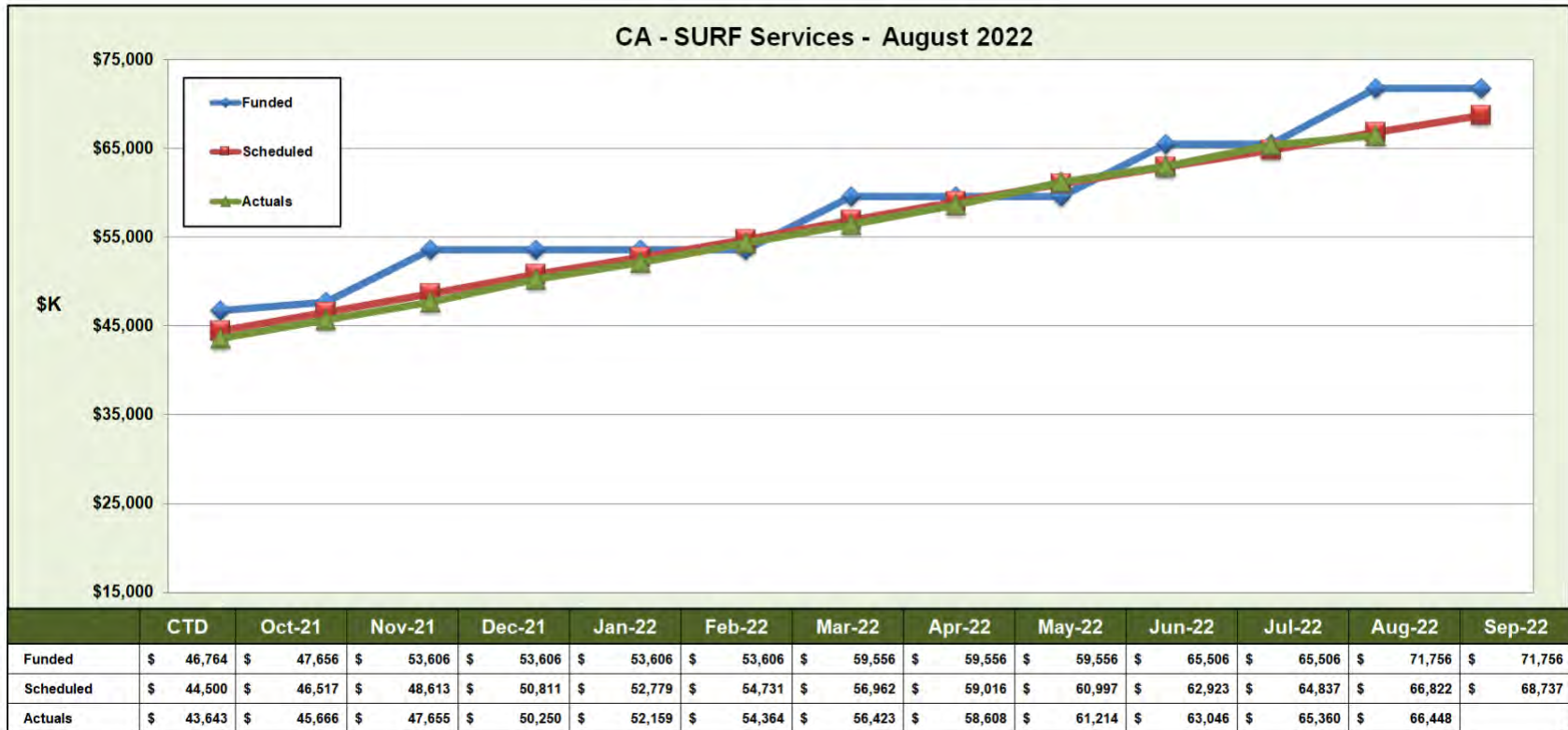
- Sacred Circle Garden Campaign:
 - The campaign continues with a total of \$566,344.17 raised for the Garden
 - Five grants were written for a total amount of \$50,000.00
 - 100% design of the Sacred Circle Garden is complete
 - SURF Foundation hosted a booth at the Women's Business Summit in Deadwood, SD
 - Several Garden Site visits were hosted, including the Cultural Advisory Committee, Sitting Bull's great-grandson, Virginia Tech Foundation and others
 - Hosted a booth at Neutrino Day
 - Hosted a collaborative July 4th event with the Lead Chamber of Commerce at the SLHVC
 - Attended SD Native Tourism Alliance in Rosebud to introduce the Garden
 - Worked with Communications to create a social media campaign
 - Worked with Communications to update Sacred Circle Garden webpage
 - Submitted a \$30,000 grant application for the Garden to First Interstate Bancsystem
 - Sent letters to several potential donors associated with Native American gaming associations
 - Submitted updates to Communications for new run of Sacred Circle Garden brochures
 - Presented to Chief Executives Organization (CEO) as part of the groups site visit at SURF
 - Hosted a booth at the Hot Springs Farmers Market
- Sent a survey to Foundation Board of Directors for feedback on what is going well or needs improvement
- Foundation board committees met for strategy and business, including Executive, Audit and Marketing committees
- The donor retention rate is at 48% compared to the national average of 43% as of September 6, 2022
- Provided feedback to Communications and Aten for current website update process
- SURF Foundation Director, Staci Miller presented to the following organizations on the Sacred Circle Garden and SURF Foundation
 - City of Boxelder
 - City of Sturgis
 - Elevate Rapid City
 - Dakota Gold
 - SDSU
 - Rapid Energy Nutrition
 - Aisnworth Benning
- The donor stewardship matrix has been followed with thank you phone calls, handwritten thank you notes, 30-day and quarterly impact letters as well as donor-versary letters being sent to all donors

Upcoming Activities

- Garden Site visits scheduled for September 8, September 10 and October 6
- Spearfish Chamber of Commerce Coffee & Connect with Education and Outreach on September 7 at the Joy Center in Spearfish

APPENDIX

**Business Services Department
Appendix A**



DOE SDSTA Fiscal Year 2022 SPA Curve

Financial Summaries Appendix B

REPORT DATE 09/11/2022

SOUTH DAKOTA SCIENCE & TECHNOLOGY

13:00

PAGE 0001

DIVISION: ALL

BALANCE SHEET

ASSETS

AS OF
08/31/22

CURRENT ASSETS

First Interstate Checking	\$	5,603,797.72

Total in Local Checking		5,603,797.72
SD Treas: Indemnification		7,500,000.00
SD Treas: Mine Closure		1,520,425.48
SD Treas: Operating		1,304,075.96
SD Treas: Experiments		719,081.97

Total with SD Treasurer		11,043,583.41
Billed A/R		1,190,619.60
Unbilled A/R		(4,188.04)
Other A/R		346,706.51
Inventory - Supplies		3,237,428.11
Inventory - Warehouse		403,213.37
Other Current Assets		1,099,554.25

Total Current Assets		22,920,714.93

FIXED ASSETS

Land, Underground & Other		12,743,473.13
Bldgs & Infrastructure		19,386,433.19
Improvements		62,813,135.62
Work in Progress		-
Computer Equipment		381,499.81
Equipment & Fixtures		10,652,505.16
DOE Property Transfer		6,361,708.97
Accum Depr & Amort		(21,812,835.32)
DOE Prop. Accum Deprec.		(575,830.08)

Total Fixed Assets		89,950,090.48

OTHER ASSETS

Work in Process		-
Pension Deferred Outflows		11,243,668.96
Xenon Purchased		8,934,350.39

Total Other Assets		20,178,019.35

TOTAL ASSETS

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\$ 133,048,824.76

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DIVISION: ALL

BALANCE SHEET

LIABILITIES & EQUITY

		AS OF 08/31/22
		<hr/>
CURRENT LIABILITIES		
Accounts Payable	\$	1,192,401.57
Other Payables		4,479.02
		<hr/>
Total Accounts Payable		1,196,880.59
Accrued Payroll Liab		1,755,928.50
		<hr/>
Total Current Liabilities		2,952,809.09
OTHER LIABILITIES		
LT Xenon Notes Payable		6,000,000.00
Pension Deferred Inflows		9,300,127.02
		<hr/>
Total Other Liabilities		15,300,127.02
EQUITY		
Restricted: Indemnificati		7,500,000.00
Restricted: Mine Closure		1,520,425.48
Restricted: Pension		1,943,541.94
Restricted: Experim. Int.		719,081.97
Restricted: Foundation		58,393.38
		<hr/>
Total Restricted Funds		11,741,442.77
Investment in Gen FA		89,950,090.48
Unrestricted Funds		13,104,355.40
		<hr/>
Total Equity		114,795,888.65
		<hr/>
TOTAL LIABILITIES & EQUITY	\$	133,048,824.76
		<hr/>

ALL

STATEMENT OF INCOME

FOR THE PERIOD ENDING 08/31/22

	YR-TO-DATE
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REVENUE	
DOE Subcontracts	\$ 4,859,160.96
Checking Interest	1,129.53
Interest Income	18,491.79

TOTAL REVENUE	4,878,782.28
DIRECT COSTS	
Direct Labor	1,230,375.02
Board of Directors	806.49
Capital Outlay >\$5K	181,375.70
Contractual Svcs	866,458.29
Inventory	62,153.11
Supplies	110,443.47
Travel - Domestic	21,604.85
Travel - Foreign	-
Utilities	315,495.76
Other Direct Costs	16,670.98
Unallow/Unbill Costs	59,282.75

TOTAL DIRECT COSTS	2,864,666.42
INDIRECT COSTS	
Fringe Benefits	1,054,492.33
Overhead	1,619,258.87

TOTAL INDIRECT COSTS	2,673,751.20

GROSS PROFIT/LOSS ()FROM OPERATIONS	(659,635.34)

OTHER INCOME	
Water Treatment	60,234.21
Miscellaneous Income	12,085.47
Other Operating Income	3,236.95

TOTAL OTHER INCOME	75,556.63
OTHER EXPENSES	
Misc. Expenses & Donations	(93,728.37)
Loss (Gain) on Sale of FA	(96.07)
Other Unallowable Expense	64,438.08
Reclass Incr Net Assets	(370,037.93)

TOTAL OTHER EXPENSES	(399,424.29)
	=====
NET INCOME/LOSS ()	\$ (184,654.42)
	=====

DIVISION: ALL

COMPARATIVE BALANCE SHEET

ASSETS

	AS OF 08/31/22	AS OF 08/31/21	\$ CHANGE	% CHANGE
<hr/>				
CURRENT ASSETS				
First Interstate Checking	\$ 5,603,797.72	\$ 4,269,628.73	\$ 1,334,168.99	31.25%
First Interstate Other	-	-	-	0.00%
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Total in Local Checking	5,603,797.72	4,269,628.73	1,334,168.99	31.25%
SD Treas: Indemnification	7,500,000.00	7,616,378.22	(116,378.22)	-1.53%
SD Treas: Mine Closure	1,520,425.48	1,520,425.48	-	0.00%
SD Treas: Operating	1,304,075.96	1,131,522.84	172,553.12	15.25%
SD Treas: Sanford Gift #2	-	6,757.75	(6,757.75)	-100.00%
SD Treas: Spec Sess - Lab	-	132,659.12	(132,659.12)	-100.00%
SD Treas: Experiments	719,081.97	869,081.53	(149,999.56)	-17.26%
<hr/>				
Total with SD Treasurer	11,043,583.41	11,276,824.94	(233,241.53)	-2.07%
Billed A/R	1,190,619.60	2,702,458.61	(1,511,839.01)	-55.94%
Unbilled A/R	(4,188.04)	272,764.90	(276,952.94)	-101.54%
Other A/R	346,706.51	233,201.32	113,505.19	48.67%
Inventory - Supplies	3,237,428.11	3,280,073.02	(42,644.91)	-1.30%
Inventory - Warehouse	403,213.37	26,151.25	377,062.12	1441.85%
Other Current Assets	1,099,554.25	618,269.76	481,284.49	77.84%
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Total Current Assets	22,920,714.93	22,679,372.53	241,342.40	1.06%
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FIXED ASSETS				
Land, Underground & Other	12,743,473.13	12,633,473.13	110,000.00	0.87%
Bldgs & Infrastructure	19,386,433.19	15,592,844.49	3,793,588.70	24.33%
Improvements	62,813,135.62	62,813,135.62	-	0.00%
Computer Equipment	381,499.81	354,677.81	26,822.00	7.56%
Equipment & Fixtures	10,652,505.16	10,895,979.48	(243,474.32)	-2.23%
DOE Property Transfer	6,361,708.97	1,936,817.90	4,424,891.07	228.46%
Accum Depr & Amort	(21,812,835.32)	(20,070,824.41)	(1,742,010.91)	8.68%
DOE Prop. Accum Deprec.	(575,830.08)	(216,275.36)	(359,554.72)	166.25%
<hr/>				
Total Fixed Assets	89,950,090.48	83,939,828.66	6,010,261.82	7.16%
<hr/>				
OTHER ASSETS				
Work in Process	-	-	-	0.00%
Pension Deferred Outflows	11,243,668.96	4,135,812.00	7,107,856.96	171.86%
Xenon Purchased	8,934,350.39	8,934,350.39	-	0.00%
<hr/>				
Total Other Assets	20,178,019.35	13,070,162.39	7,107,856.96	54.38%
<hr/>				
TOTAL ASSETS	\$ 133,048,824.76	\$ 119,689,363.58	\$ 13,359,461.18	11.16%
<hr/>				

DIVISION: ALL

COMPARATIVE BALANCE SHEET

LIABILITIES & EQUITY

	AS OF 08/31/22	AS OF 08/31/21	\$ CHANGE	% CHANGE
CURRENT LIABILITIES				
Accounts Payable	\$ 1,192,401.57	\$ 1,142,349.93	50,051.64	4.38%
Other Payables	4,479.02	78,069.78	(73,590.76)	-94.26%
	-----	-----	-----	-----
Total Accounts Payable	1,196,880.59	1,220,419.71	(23,539.12)	-1.93%
Accrued Payroll Liab	1,755,928.50	1,851,312.01	(95,383.51)	-5.15%
	-----	-----	-----	-----
Total Current Liabilities	2,952,809.09	3,071,731.72	(118,922.63)	-3.87%
OTHER LIABILITIES				
LT Xenon Notes	6,000,000.00	6,000,000.00	-	0.00%
Pension Deferred Inflows	9,300,127.02	3,467,898.62	5,832,228.40	168.18%
	-----	-----	-----	-----
Total Other Liabilities	15,300,127.02	9,467,898.62	5,832,228.40	61.60%
	-----	-----	-----	-----
TOTAL LIABILITIES	18,252,936.11	12,539,630.34	5,713,305.77	45.56%
EQUITY				
Restricted: Indemnificati	7,500,000.00	7,500,000.00	-	0.00%
Restricted: Lab	-	76,673.47	(76,673.47)	-100.00%
Restricted: Mine Closure	1,520,425.48	1,540,274.87	(19,849.39)	-1.29%
Restricted: Sanford Gift2	-	6,569.97	(6,569.97)	-100.00%
Restricted: Pension	1,943,541.94	667,913.38	1,275,628.56	190.99%
Restricted: Experim. Int.	719,081.97	881,129.64	(162,047.67)	-18.39%
Restricted: Foundation	58,393.38	25,000.00	33,393.38	133.57%
	-----	-----	-----	-----
Total Restricted Funds	11,741,442.77	10,697,561.33	1,043,881.44	9.76%
Investment in Gen FA	89,950,090.48	83,939,828.66	6,010,261.82	7.16%
Unrestricted Funds	13,104,355.40	12,512,343.25	592,012.15	4.73%
	-----	-----	-----	-----
TOTAL EQUITY	114,795,888.65	107,149,733.24	7,646,155.41	7.14%
	=====	=====	=====	=====
TOTAL LIABILITIES & EQUITY	\$ 133,048,824.76	\$ 119,689,363.58	\$ 13,359,461.18	11.16%
	=====	=====	=====	=====

COMPARATIVE STATEMENT OF INCOME

FOR THE PERIOD ENDING 08/31/22

	YEAR TO DATE	PRIOR YEAR TO DATE	\$ CHANGE	% CHANGE
REVENUE				
DOE Subcontracts	\$ 4,859,160.96	\$ 4,446,647.37	\$ 412,513.59	9.28%
NSF/NASA Subcontracts	-	-	-	0.00%
State Revenue	-	-	-	0.00%
Checking Interest	1,129.53	328.23	801.30	244.13%
Interest Income	18,491.79	18,647.00	(155.21)	-0.83%
TOTAL REVENUE	4,878,782.28	4,465,622.60	413,159.68	9.25%
DIRECT COSTS				
Direct Labor	1,230,375.02	1,300,072.68	(69,697.66)	-5.36%
Board of Directors	806.49	990.56	(184.07)	-18.58%
Capital Outlay >\$5K	181,375.70	174,771.66	6,604.04	3.78%
Contractual Svcs	866,458.29	451,246.82	415,211.47	92.01%
Inventory	62,153.11	44,140.20	18,012.91	40.81%
Supplies	110,443.47	429,231.80	(318,788.33)	-74.27%
Travel - Domestic	21,604.85	16,808.74	4,796.11	28.53%
Travel - Foreign	-	-	-	0.00%
Utilities	315,495.76	303,784.10	11,711.66	3.86%
Other Direct Costs	16,670.98	5,376.19	11,294.79	210.09%
Unallow/Unbill Costs	59,282.75	55,795.47	3,487.28	6.25%
TOTAL DIRECT COSTS	2,864,666.42	2,782,218.22	82,448.20	2.96%
INDIRECT COSTS				
Fringe Benefits	1,054,492.33	993,455.19	61,037.14	6.14%
Overhead	1,619,258.87	1,300,649.93	318,608.94	24.50%
TOTAL INDIRECT COSTS	2,673,751.20	2,294,105.12	379,646.08	16.55%
GROSS PROFIT/LOSS ()	(659,635.34)	(610,700.74)	(48,934.60)	517.81%
OTHER INCOME				
Water Treatment	60,234.21	75,845.39	(15,611.18)	-20.58%
Miscellaneous Income	12,085.47	25,421.96	(13,336.49)	-52.46%
Other Operating Income	3,236.95	151,966.86	(148,729.91)	-97.87%
TOTAL OTHER INCOME	75,556.63	253,234.21	(177,677.58)	-70.16%
OTHER EXPENSES				
Misc. Expenses & Donations	(93,728.37)	(92,985.28)	(743.09)	0.80%
Loss (Gain) on Sale of FA	(96.07)	(2,720.00)	2,623.93	-96.47%
Other Unallowable Expense	64,438.08	40,153.36	24,284.72	60.48%
Reclass Incr Net Assets	(370,037.93)	(287,355.56)	(82,682.37)	28.77%
TOTAL OTHER EXPENSES	(399,424.29)	(342,907.48)	(56,516.81)	16.48%
NET INCOME/LOSS ()	\$ (184,654.42)	\$ (14,559.05)	\$ (170,095.37)	1168.31%

South Dakota Science & Technology Authority
Available Resources
8/31/2022

Cash Total Checking	\$ 5,603,798
Cash With State Treasurer	<u>\$ 11,043,583</u>
Total Cash	\$ 16,647,381
Less: Restricted Funds	
Indemnification/Mine Closure	\$ (9,020,425)
Experiments (Xenon, Interest, Infrastructure)	<u>\$ (719,082)</u>
Total Cash Available for Infrastructure Upgrades and Authority Operations	\$ 6,907,874
Plus: Accounts Receivable Billed	\$ 1,190,620
Accounts Receivable Unbilled	\$ 4,188
Less: Current Liabilities (Accounts Payable & Accrued Payroll)	<u>\$ (2,952,809)</u>
Available Cash and Receivables	<u><u>\$ 5,149,872</u></u>

SDSTA Operating Budget Summary FY2023

Actual vs Budget
August 2022 & YTD

	August 2022	Budget	\$ Over/Under Budget	% of Budget	Actual YTD	YTD Budget	\$ Over/Under Budget	% of Budget	% Remaining
									100%
SDSTA (Authority) Direct Charges									
Board of Directors	\$18,141.00	\$29,750.00	\$11,609.00	60.98%	\$38,417.00	\$59,500.00	\$21,083.00	64.57%	35.43%
Executive Office	\$36,419.00	\$79,694.00	\$43,275.00	45.7%	\$72,641.00	\$159,388.00	\$86,747.00	45.57%	54.43%
Science Center E & O	\$11,932.00	\$34,683.00	\$22,751.00	34.4%	\$56,398.00	\$91,549.00	\$35,151.00	61.60%	38.40%
Science Liaison	-\$2,745.00	\$0.00	\$2,745.00	100.0%	-\$1,109.00	\$0.00	\$1,109.00	100.00%	0.00%
SLHVC (Visitor Center)	\$66,888.00	\$74,114.00	\$7,226.00	90.25%	\$120,889.00	\$140,795.00	\$19,906.00	100.00%	0.00%
Subtotal	\$130,635.00	\$218,241.00	\$87,606.00	59.86%	\$287,236.00	\$451,232.00	\$163,996.00	63.66%	36.34%
Federal/State Funding - Direct Charges									
Fermi C#671265 Prof. St.Services	\$13,828.00	\$5,000.00	-\$8,828.00	276.56%	\$20,040.00	\$10,000.00	-\$10,040.00	200.40%	-100.40%
Fermi C#685922 Op Serv Support	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
Fermi C#674969 Ross Logist.Supp.	\$172,857.00	\$250,000.00	\$77,143.00	69.14%	\$406,602.00	\$500,000.00	\$93,398.00	81.32%	18.68%
Fermi Misc. Contracts	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
Office of Science Coop.Agree	\$741,104.00	\$1,326,469.00	\$585,365.00	55.87%	\$2,252,872.00	\$2,607,588.00	\$354,716.00	86.40%	13.60%
Office of Science IIP Projects	\$651,064.00	\$651,064.00	\$0.00	100.0%	\$661,528.00	\$661,528.00	\$0.00	100.00%	0.00%
LBNL SIGMA-V C#7371823	\$2,644.00	\$10,000.00	\$7,356.00	26.44%	\$3,311.00	\$20,000.00	\$16,689.00	16.56%	83.45%
LBNL LZExp.Operat.C#7650068 & DE-SC0022857	\$48,525.00	\$55,000.00	\$6,475.00	88.23%	\$92,602.00	\$110,000.00	\$17,398.00	84.18%	15.82%
MJD (Majorana) ORNL144149	\$1,720.00	\$2,000.00	\$280.00	86.0%	\$2,067.00	\$4,000.00	\$1,933.00	51.68%	48.33%
* Kiewit/Thyssen/DakotaT.	\$25.00	\$4,000.00	\$3,975.00	0.63%	\$2,050.00	\$8,000.00	\$5,950.00	25.63%	74.38%
* Caterpillar Inc.	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
RESPEC Thermal Breakout	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.00%	100.00%
Subtotal	\$1,631,767.00	\$2,303,533.00	\$671,766.00	70.84%	\$3,441,072.00	\$3,921,116.00	\$480,044.00	87.76%	12.24%
Indirect Expenses									
Indirect Charges Personnel	\$416,943.00	\$549,068.00	\$132,125.00	75.94%	\$795,755.00	\$972,664.00	\$176,909.00	81.81%	18.19%
Indirect Charges Other	\$521,138.00	\$686,281.00	\$165,143.00	75.94%	\$1,062,753.00	\$1,271,247.00	\$208,494.00	83.60%	16.40%
Subtotal	\$938,081.00	\$1,235,349.00	\$297,268.00	75.94%	\$1,858,508.00	\$2,243,911.00	\$385,403.00	82.82%	17.18%
Totals	\$2,700,483.00	\$3,757,123.00	\$1,056,640.00	71.88%	\$5,586,816.00	\$6,616,259.00	\$1,029,443.00	84.44%	15.56%
* Private Corporations (Commercial Group)									

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Communications Department Photo Appendix C



Top left: Neutrino Day keynote speaker Dianna Cowern conducts an experiment with a volunteer from the audience.

Center left: The crowd reacts to Science Steve's wild science demonstrations.

Center right: Kyle Jankord volunteered for a Neutrino Day demonstration showing the importance of ventilation underground.

Bottom: An enthusiastic researcher tells a Neutrino Day attendee about the LZ dark matter experiment.



Communications Department Photo Appendix C



Top: An aerial photograph of the Sanford Lab Homestake Visitor Center (SLHVC).

Center left: The rear of SLHVC as seen from the air across the Open Cut.

Center right: The Ross and Yates Headframes as seen from the air.

Bottom: Emergency response team member Matt Anderson demonstrates the fire extinguisher training tool to a group of teachers on site for teacher professional development.



Executive Session—Chairperson Casey Peterson

Meeting closed to public during executive session—*see recommended motion below.*

Recommended Action:

Motion to enter executive session to discuss personnel matters and to consult with legal counsel concerning contractual and legal matters—SDCL 1-25-2(1), (3) and (4); 19-19-502.

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Report from Executive Session—Chairperson Casey Peterson

See recommended motion below.

Recommended Action:

“The board consulted with legal counsel concerning contractual and legal matters. No action was taken.”

OR

...as discussed and stated otherwise

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Xenon Inventory—Mr. Mike Headley

Approve sale of portion of xenon inventory—*see suggested motion below.*

Recommended Action:

Motion to authorize the executive director and chairperson to negotiate the terms of a sale of no more than 45,000 liters of xenon gas as presented and to authorize the executive director to sign the purchase agreement and related documentation.

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SURF Institute—Chairperson Casey Peterson

Approval to develop kickoff plan for SURF institute—*see suggested motion below.*

Recommended Action:

Motion to authorize the chairperson to enter into a new contract with dialogue LLC to provide a kickoff plan for a future potential STEM institute associated with SURF, with the chairperson to provide a copy of the contract to the board upon execution. (Follow Financial Conflict of Interest Policy procedures.)

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SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

CONTRACT FOR CONSULTING SERVICES

by and between

Dialogue, LLC
2110 Mustang Lane
Spearfish, SD 57783

South Dakota Science and Technology Authority
630 East Summit Street
Lead, SD 57754
Referred to as "SDSTA"

Referred to as "Consultant"

PROJECT: CONSULTING – KICK OFF PLANNING
SDSTA Contract #2022-37

THIS CONTRACT made effective the 14th day of September 2022, is made for the described services with the Consultant for the consideration stated herein. The Consultant represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the SDSTA. Incorporated into this Contract are the following exhibits:

- Exhibit A: Insurance Requirements
- Exhibit B: Environment, Safety and Health Requirements
- Exhibit C: Scope of Work
- Exhibit D: Consultant's Proposal

In consideration of the mutual promises contained herein, the parties agree to the following:

1. Administration: **Casey Peterson** (casey@caseypeterson.com) shall be the SDSTA's designated representative in all matters pertaining to this Contract. **Elizabeth Freer** (Elizabeth@dialoguePM.com) shall be the Consultant's designated representative in all matters pertaining to this Contract.
 2. Applicable Law/Jurisdiction: This Contract shall be governed and interpreted according to the laws of the State of South Dakota, and the appropriate forum for any litigation or other dispute resolution pertaining to this contract shall be decided in the state courts of South Dakota. The parties consent to the jurisdiction of such court and hereby waive any claims of lack of personal jurisdiction or inconvenience of the chosen forum.
 3. Assignment: This Contract, or any part thereof, may not be assigned, transferred, or subcontracted by the Consultant without the prior written consent of the SDSTA. The Consultant shall not engage the services of any subcontractors without the prior written consent of the SDSTA.
 4. Contract Sum: For performance of the work specified in the Contract Documents, SDSTA will reimburse Consultant for time and materials as specified in Consultant's Proposal, attached hereto as Exhibit D. In no event may the total amount paid to Consultant during the term of this Contract exceed **FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000)**.
- Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location.
5. Contract Term: This Contract shall commence on **September 8, 2022**, and shall terminate on **December 31, 2022**, unless terminated earlier as provided in this Contract.
 6. Insurance: During the term of this Agreement, Consultant shall maintain in effect at all times, and provide proof of such coverage to the SDSTA, insurance as described on the attached Exhibit A, which is incorporated herein by this reference. By executing this Contract, Consultant authorizes the SDSTA to make direct inquiry of Consultant's insurer or insurance agent concerning the status of the insurance required by this Contract.

7. Conflict of Interest: No officer or employee of the SDSTA shall participate in any decision relating to this Contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the SDSTA shall have any interest, direct or indirect, in this Contract or its proceeds.
8. Confidentiality: All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by Consultant, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with Consultant's performance under this Contract are confidential and the Consultant, its owners, officers, employees, agents, consultants, suppliers, and subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the SDSTA.
9. Contract Validity/Severability: In the event that any court of competent jurisdiction shall hold any provision of this Contract unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
10. Debarment or Suspension: By signing this Contract, the Consultant certifies to the best of its knowledge and belief that it and all persons associated with the Contract, including persons or corporations who have critical influence on or control over the Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
11. Entire Contract: This Contract sets forth the entire agreement between the parties and replaces and supersedes all prior arrangements on the subject, whether oral or written, expressed or implied. Documents, information and data provided to the SDSTA pursuant to the terms of this Contract may be subject to examination and review by representatives of the Homestake Mining Company of California pursuant to the terms of the Property Donation Agreement or by representatives of federal, state or local governmental entities, including, but not limited to, the South Dakota Department of Legislative Audit. Anything elsewhere in this Contract to the contrary notwithstanding, any such documents, information or data may become public records open to public inspection.
12. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such clauses may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, strikes, embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
13. Headings: The headings in this document are for convenience of reference only and do not define, describe, extend, or limit the scope or intent of this Contract, or the scope or intent of any provision contained in this Contract, and thus shall not be used in interpretations of this Contract. Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." Whenever this Contract refers to a number of days, unless otherwise specified such number refers to calendar days. The wording of this Contract shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against any party.
14. Indemnification: Consultant agrees to hold harmless and indemnify the 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 Consultant, but only to the extent of such negligence, misconduct, error or omission. This section does not require the Consultant to indemnify the SDSTA or 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 the SDSTA, the State of South Dakota or their officers, agents or employees.
15. Independent Consultant: Consultant warrants that it is regularly engaged in business of which the services provided in this Contract are typical. The parties understand that the SDSTA will file annual information returns as required by the Internal Revenue Service with copies sent to Consultant. Consultant will be responsible for compliance

with all applicable laws, rules, and regulations involving but not limited to, employment, labor, worker's compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including other applicable contributions as required by law.

16. [Intentionally Omitted].

17. **Modification:** This Contract may be modified or amended only in writing signed by both parties. The SDSTA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly.

18. **Non-Discrimination:** Consultant shall not discriminate and shall comply with applicable laws and SDSTA policies prohibiting discrimination on the basis of race, color, religion, national origin or citizenship status, age, disability, or veteran status. The SDSTA encourages the employment of individuals with disabilities.

19. **Notice:** All notices, demands and other communications required by this Contract shall be in writing and shall be deemed to have been duly given if emailed, personally delivered or mailed first class, postage prepaid:

- **If to Consultant:**

Dialogue, LLC
Attn: Elizabeth Freer
2110 Mustang Lane
Spearfish, SD 57783
Elizabeth@dialoguePM.com

- **If to SDSTA:**

Casey Peterson
SDSTA Board of Directors Chairperson
909 Saint Joseph Street, Suite 101
Rapid City, SD 57702
casey@caseypeterson.com

Timothy M. Engel
Counsel for the SDSTA
503 S. Pierre Street, P.O. Box 160
Pierre, SD 57501

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

20. **Ownership of Documents:** Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by the SDSTA, its consultants, employees, contractors and agents to the Consultant for the Consultant's performance of its obligations under this agreement are the property of the SDSTA. They are to be used only with respect to this project and are not to be used for any other project. The Consultant may not retain any such document for its own use, nor disseminate these materials to any person or entity nor may the Consultant use these materials for purposes other than work for the SDSTA, without the express written approval of the SDSTA. The SDSTA shall not unreasonably withhold such approval for dissemination of these materials to subcontractors and suppliers. All documents covered by this article shall be delivered to the SDSTA Representative at the completion of the work.

21. **Project Deliverables:** Consultant will provide all working documents relevant to the contract scope upon contract termination or completion including drawings, specifications, software files, and other instruments of service. Reuse of any documents pertaining to this project by the SDSTA on extensions of this project or on any other project shall be at the SDSTA's risk. The SDSTA agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the SDSTA or by other acting through the SDSTA.

22. **Payments to Consultant:** SDSTA shall make payments on a monthly basis for work accomplished in accordance with this Contract. Payment will be made upon receipt of Invoice or Payment Request Form. Invoices or Payment Request Forms are to be addressed to South Dakota Science and Technology Authority, 630 East Summit Street, Lead, SD, 57754, and may be submitted by email to: ap@sanfordlab.org. If possible, invoices are to be submitted to the SDSTA

on the **3rd day** of the month for work performed in the previous month. Invoices received after the 3rd day of the month will be considered to have been received the following month. Final Invoices or Payment Request Forms must be received within thirty days of completion of this Contract. No payments will be made for invoices received later than thirty days past the ending date of this Contract.

Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location. Lodging expenses will be reimbursed at FTR rates or the actual lodging cost, whichever is less; airfare shall be reimbursed at the actual cost of a coach class ticket. No additional burdens or overheads will be applied to travel expense reimbursements.

23. Safety: Consultant's responsibility for project safety is attached hereto as Exhibit B, and incorporated herein by reference.

24. Publicity, Publication: Unless otherwise provided by law or the SDSTA, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with SDSTA funds shall vest with the SDSTA. Consultant shall at all times obtain the written approval of the SDSTA before Consultant makes any statement bearing on the work performed or data collected under this Contract to the press, or issues any material for publication through any medium of communication. If Consultant publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the SDSTA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the publication.

25. Record Keeping, Audit, and Inspection of Records: Consultant shall maintain books, records, and other compilations of data pertaining to the requirements of this Contract to the extent and in such detail as shall properly constitute claims for payment. All such records shall be kept for a period of seven years or for longer period if specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit, or other such action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The SDSTA or the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of Consultant's data pertaining to this Contract. Such access shall include on-site audits.

26. Scope of Work: The Consultant agrees to perform the Scope of Work as described in Exhibit C, hereby incorporated by reference.

27. Compliance with Federal Regulations: Consultant agrees that the federal regulations outlined in Exhibit E are hereby incorporated by reference as part of the terms and conditions of this Agreement.

Consultant agrees to use the E-Verify System (www.uscis.gov) to verify the employment eligibility of all employees assigned to this Contract and all new hires working in the United States. Consultant further agrees to maintain an active registration, during the term of this Contract, with the System for Award Management (SAM) (www.sam.gov).

28. Termination:

A. This Contract depends upon the continued availability of appropriated funds. This Contract will be terminated by the SDSTA if the appropriated funds or grant expenditure authority is discontinued. Termination for this reason is not a default by the SDSTA nor does it give rise to a claim against the SDSTA. Termination for this cause shall be treated in the manner set forth in paragraph B of this article.

B. The SDSTA may terminate this Contract at any time without cause, in whole or in part, upon giving Consultant notice of such termination. Upon such termination, Consultant shall immediately cease work and remove from the project site all of its labor forces and such of its materials as the SDSTA elects not to purchase or to assume. Consultant shall receive as full compensation for termination and assignment all amounts then otherwise due under the terms of this

Contract, and amounts due for work performed subsequent to the latest request for payment through the date of termination.

C. If Consultant is in default under the provisions of this Contract, the SDSTA may, without prejudice to any other right or remedy and upon written notice to the Consultant, terminate the Contract.

29. Professional Judgment: Consultant intends to serve as the SDSTA's professional representative for those services as defined in this agreement and to provide advice and consultation to the SDSTA as a professional exercising the same degree of care and skill as would be exercised by others in the same profession in South Dakota. Any opinions of probable project cost, approvals, and other decisions made by Consultant for the SDSTA are rendered on the basis of experience and qualifications and represent Consultant's professional judgment.

30. Limit on Authority: This agreement shall not be construed as giving Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incidental to the work of any contractors or subcontractors.

31. Other:

A. Notification of Hazards: Consultant is hereby notified that the project involves work in a former underground gold mine. The surface property related and adjacent to the underground property contains heavy machinery, high-voltage electrical connections and conduits, open catwalks, and other elevated walkways, hidden hazards of tripping or falling and numerous other serious risks of health, life and safety, and risks of damage to property. The underground property also includes and contains heavy machinery, high-voltage electrical connections and conduits, open catwalks and other elevated walkways and hidden hazards of tripping or falling. Entering the underground property involves a substantial risk of underground fires, underground floods, collapse, failure of lifts and hoists, suffocation, being trapped, being crushed to death and numerous other serious risks to health, life and safety, and risks of damage to property.

B. Acknowledgement of Risk and Release: All persons going underground, including Consultant, Consultant's officers, directors, employees, agents, consultants, subcontractors and representatives, and each of their officers, directors, employees, agents, consultants, subcontractors and representatives must execute the Acknowledgement of Risk and the Release, Agreement Not to Sue and Waiver in the forms attached hereto, marked as Exhibits E and F, and incorporated herein by this reference.

C. Release of Homestake Indemnified Parties: Consultant, for itself and its officers, directors, employees, agents, representatives and assigns, will and does hereby release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any person (including natural persons, corporations, limited liability companies and other entities) or property caused in whole or in part by the Contractor or its officers, directors, employees, agents, representatives, sub-contractors and sub-suppliers. For the purposes of this Agreement, the term "Homestake Indemnified Parties" means Barrick, Homestake and the Affiliates of Barrick and Homestake, and each of its and their Representatives.

IN WITNESS HERETO, the parties signify their agreement by signatures affixed below on the day and year above first written.

**CONSULTANT
DIALOGUE, LLC**

**SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY**

By: _____
Elizabeth Freer Date
Principal and Owner

Casey Peterson Date
SDSTA Board of Directors Chairperson

EXHIBIT A
INSURANCE REQUIREMENTS

A. Minimum Insurance

Prior to the commencement of work, the Contractor will procure and maintain the following insurance:

1. Commercial general liability insurance with limits not less than \$1 million per occurrence. Such insurance shall name as additional insureds the South Dakota Science and Technology Authority, its officers, agents, employees and representatives. The commercial general liability insurance must include coverage for Contractor's obligations to indemnify as provided in the Contract to which this Exhibit is attached.
2. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.
3. Workers compensation insurance as required by South Dakota law.

B. Special Provisions Applicable to All Coverages

1. The Contractor or Project Sponsor must provide the South Dakota Science and Technology Authority 30 days' notice of cancellation/material change, reserving the right to obtain replacement coverage if Contractor does not and deducting the cost from the contract total.
2. Self-insured retentions and/or deductibles greater than \$50,000.00 must be declared and approved by the Authority.

C. Evidence of Insurance

Prior to commencement of work, the Contractor or Project Sponsor shall furnish the South Dakota Science and Technology Authority with certificates evidencing compliance with the insurance requirements above. The Contractor or Project Sponsor must agree to provide complete, certified copies of all required insurance policies if requested by the Authority.

D. Acceptability of Insurers

Insurance shall be placed with insurers acceptable to the South Dakota Science and Technology Authority.

E. Subcontractors

Contractor shall require Subcontractors to provide insurance that complies with the requirements stated herein.

EXHIBIT B
ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS –
A/E SERVICES / INFORMATION CONSULTANT'S
RESPONSIBILITY FOR PROJECT SAFETY

1. The requirements contained herein are specifically related to the Environment, Safety and Health (ESH) associated with the performance of the consulting work for this contract and focused on protecting the Consultant's and the environment in which they work. These requirements are not intended to infer any responsibility for the work performed to construct or utilize the work product of this contract, nor to replace codes and standards used in the design process.

2. Consultant recognizes the importance of performing the work in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the Project, including materials and equipment incorporated into the Project or stored on-site or off-site. Consultant assumes responsibility for following all ESH precautions and programs related to the performance of the Project.

3. Consultant shall comply with all legal and Owner-specific reporting requirements relating to ESH set forth in the Contract Documents. The Consultant will verbally notify any injury, loss, damage, or accident arising from the work to Owner's Representative and to the Safety Point of Contact (POC), to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project. All persons injured while working at the Sanford Lab will be immediately evaluated, and treated as necessary, by a medical professional before returning to work. Consultant will also immediately notify Owner of any failure to comply with state and federal environmental laws, rules, and regulations.

4. Consultant's responsibility for ESH under this Article is not intended in any way to relieve any of their own contractual and legal obligations and responsibilities.

ESH Requirements and Coordination

5. Safety and protection of the environment are of the utmost concern on this Contract. Safety in this context refers to the health and safety of people and the protection of the environment. Site specific safety requirements are defined in the SURF ESH Manual located at: <https://www.sanfordlab.org/esh>. MHSA compliance may be acceptable, where applicable. Costs associated with the implementation of the requirements will be borne by the Consultant.

6. If Consultant performs any work onsite at the Sanford Underground Research Facility (SURF), the Consultant shall be accompanied at all times by an Owner's representative/guide. Refer to the Owner's Facility Access Chapter.

7. Consultant owned equipment brought onsite shall be inspected and maintained prior to arriving on-site and before each use.

8. Owner shall provide required PPE for the Consultant's use if required. For safety purposes, Consultant is to wear full-length pants or jeans and sturdy-toe footwear onsite.

9. The following training is required for all Consultants prior to commencing work:

- Sanford Underground Research Facility (SURF) Surface and/or Underground Orientation Training or General Safety Basic Training, if onsite for more than 40 hours within a year.
- Any specific equipment training.
- Site specific training for environmental compliance (e.g.: spill prevention, Hazmat, storm water, etc.).

10. If the Owner perceives the Consultant has created or is exposed to an imminent danger or a non-compliance situations, the Owner will stop work until safe conditions are re-established. Such stoppages will be at the expense of the Consultant and will not add time to the completion date of the Contract. Owner reserves the right to restrict or deny access of any Consultant and/or Consultant's employee(s) to the work location.

11. Consultant agrees to assess whether any Consultant's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Consultant's work location.

12. In the event of an incident, Consultant will notify the sponsor/Owner immediately and never later than the end of day of incident. Consultant shall complete the Owner's "First Report of Incident and Investigation" form and submit to the Owner.

13. All chemicals to be used at the Owner's facility must be pre-approved by the Owner and Safety Data Sheets (SDS) must be maintained by the Consultant.

14. Smoking, use of tobacco products, including vapor, alcohol, controlled substance or weapons are not allowed within the boundaries of the Owner's facility. All property owned and operated by the SDSTA is designated as tobacco and vapor-free. This applies to all areas of the surface and the underground.

15. Consultant acknowledges that periodic drills and exercises are required by Owner to validate the adequacy and effectiveness of Owner's Emergency Response Plan. Consultant also recognizes that such drills and exercises enhance its employees' understanding of Owner's Emergency Response Plan. Consultant agrees to participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. It is understood that Consultant will not be entitled to any additional compensation for participating in these drills or exercises.

EXHIBIT C SCOPE OF WORK

Institute for Underground Science at SURF Institute Kick-Off Planning Statement of Work

The Sanford Underground Research Facility's (SURF's) mission is to advance world-class science and inspire learning across generations. To advance this mission, the South Dakota Science and Technology Authority (SDSTA) is implementing an Institute for Underground Science at SURF (the Institute) as a world-leading multi-disciplinary underground science research collaboration center that enables breakthroughs in our fundamental understanding of the universe and world around us and builds an intellectual community at SURF. The Institute also shares the excitement and wonder of underground science with students, teachers, and the general public.

In 2021, the SDSTA commissioned the development of a scoping document to define the science and education and outreach programming to be hosted at the Institute in its full implementation. In late 2021, a facility and program development plan was prepared along with initial cost estimates for implementing the full Institute facility and the science and education programs. Now, the SDSTA requires a kick-off plan to initiate the Institute and initial programming to build momentum toward the realization of the entire Institute scope with world-class facilities to support the accomplishment of the Institute's overall science education program scope.

To advance the kick-off planning for Institute, the SDSTA requires the development of a kick-off plan that defines and communicates the initial scope and programming of the Institute, including how existing facilities in the Lead, SD, area could be utilized to support this initial programming. The audiences for this scoping document include potential Institute donors, the SDSTA and the SURF Foundation Boards of Directors, the underground science community, and funding agencies. The report shall be delivered in Microsoft PowerPoint format and presented to the SDSTA and SURF Foundation Boards of Directors in mid-December 2022.

To facilitate the development of the SURF Institute scoping document, the consultant shall:

- Work collaboratively with a small working group of leading scientists, the SDSTA management team members, and partners to conduct workshops to review recommendations from the Institute scoping document and development planning report to develop a kick-off plan addressing near-term programming, staffing, and facilities.
- Circulate the draft kick-off plan for review by stakeholders identified by the SDSTA (not to exceed ten reviewers). Review the feedback with the working group to disposition the comments and incorporate feedback into a final scoping document.
- Present the kick-off plan to the SDSTA and SURF Foundation Boards of Directors at the December 2022 board meetings.
- Deliver an electronic copy of the written report to the SDSTA in PowerPoint and Portable Document Format (PDF).

Workshop discussions shall be hosted in person and virtually using electronic means. Travel is not anticipated at this time, but if any travel is required to accomplish the scope, it shall be approved in advance and performed in accordance with the Federal Travel Regulation.

EXHIBIT D
CONSULTANT'S PROPOSAL

September 13, 2022

Mr. Casey Peterson
Chair, SDSTA Board of Directors
South Dakota Science and Technology Authority
630 East Summit Street
Lead, SD 57754

Re: Proposal to provide services to complete the Institute Kick-Off Scope of Work

Dear Mr. Peterson,

This proposal is in response to the South Dakota Science and Technology Authority (SDSTA) request for a proposal to provide consulting services to complete the Institute Kick-Off Scope of work which will evaluate existing efforts and activities to define the initial scope and programming of the Institute. We are pleased to have the opportunity to submit a proposal for this work with the SDSTA and the Sanford Underground Research Facility (SURF).

This proposal is in response to the Scope of Work as provided by you by email on September 8, 2022. This scope of work builds on and is informed by the previous three scopes of work to study relevant STEM institutes (completed in 2019); the science program study (completed in 2020); and the Institute for Underground Science Scoping Document and associated cost and design elements (completed in 2021).

Scope and Proposed Work Plan

This work will be completed between September 8, 2022 and December 31, 2022 and is defined in the table below. We will work with the SURF and SDSTA leadership throughout this Scope of Work.

Task #	Task Description	Duration & Timeline
1.	Review findings and recommendations from initial reports to inform the Institute Kick-Off Planning scope of work.	5 hours September
2.	Support weekly 30-minute videoconference calls with the SURF Working Group, plus two - three half-day in-person workshops at SURF, and complete associated tasks to support these meetings.	35 hours September - November

3.	With the support of the SURF Working Group, develop a draft Institute Kick-Off Planning Document to address near-term programming, staffing, and facilities. Circulate draft Kick-Off Plan document to the SURF Working Group for discussion. Incorporate comments (1 st Revision).	40 hours October - November
4.	Circulate draft Institute Kick-Off Planning Document to stakeholders (not to exceed 10 additional reviewers). Review comments with SURF Working Group and incorporate comments into the Kick-Off Planning Document (2 nd Revision). Finalize Institute Kick-Off Planning Document presentation addressing all comments received.	10 hours November
5.	Provide the complete Institute Kick-Off Planning Document in PowerPoint format (and PDF version to be used for circulation) no later than one week ahead of the SDSTA and SURF Foundation Board meetings. Present the Kick-Off Plan to both boards.	7 hours December
6.	Administrative work during the period of performance provides time to meet the contract requirements for submitting monthly progress reports and other associated administrative tasks.	3 hours September - December

We are prepared to support this effort immediately and work with the SDSTA leadership team on the process described within this proposal. We will do our utmost to support and deliver elements described herewith; the relevance of the final work product is dependent on the responsiveness and participation of the SDSTA team and working group throughout the process.

The work described in this proposal will be undertaken under the direction of the SDSTA Board Chair and with careful coordination with other members of the SDSTA leadership team.

Deliverables

1. Hold 2-3 workshops with the SURF Working Group to develop outline of and initial draft of the Institute Kick-Off Planning Document (September and October).
2. Collaborate with SURF Working Group to develop a complete draft of the Institute Kick-Off Planning Document (November).
3. Collect and assemble comments from SDSTA Stakeholders for review and incorporation by the SURF Working Group (November).
4. Provide final Institute Kick-Off Planning Document to SDSTA in PowerPoint and PDF formats (early December).
5. Provide summary presentation to the SDSTA and SURF Foundation Boards (December 15, 2022).

Fee Structure, Staff, Invoicing and Taxes

Elizabeth Freer is the key staff member from dialogue, LLC to support this scope of work, and the services provided by Elizabeth in this proposal will be billed at an hourly rate with a not-to-exceed maximum for the defined scope. Her hourly billing rate is \$150/hour and anticipate

allocating 100 hours to this proposed scope of work. Estimated hours for each major work task are detailed in the Scope and Proposed Work Plan section above. Our hourly rates remain valid through December 31, 2022.

Our work will primarily be done from our Spearfish, SD office via video- and tele- conference. We will utilize technology (phone, Zoom, e-mail and electronic transfer, collaborative online tools, etc.) to facilitate the process while working from our Spearfish, SD office. In-person workshops will be conducted at SURF.

Any printing of the reports (draft or final) will be handled by SDSTA or can be printed by dialogue LLC and submitted as an additional reimbursable expense. Regular office and business expenses to support the work effort (phone, occasional printing, etc.) are included in the cost of services as described herein.

No travel is included in this proposal. Should travel be required to accomplish the scope, it will be approved in advance and performed in accordance with the Federal Travel Regulation.

The fee for services requested for this scope of work is \$15,000, which will be billed on a monthly basis accompanied by a brief report of accomplishments and activities.

All Terms and Conditions negotiated for previous contracts (most recently, SDSTA Contract #2021-06) will be incorporated into the contract for this scope of work.

Included in this proposed total cost of services is a not-to-exceed amount of \$1,000 authorized by Casey Peterson on September 8, 2022 for dialogue LLC to proceed immediately ahead of contract signing to perform initial tasks as described within this scope of work in order to meet the stated deadlines.

South Dakota (state and local) taxes are specifically excluded from the cost of services defined above. A current Certificate of Exemption for South Dakota Use or Sales Tax will be provided by SDSTA to dialogue, LLC.

Invoices will be sent electronically. Payment on all invoices is due according to the established contract terms.

If the scope of work requires additional effort, additional travel, or requires more extensive coordination than defined in the Scope of Work, this additional effort will be addressed through a supplemental contract or contract modification.

Period of Performance and Proposal Validity

We anticipate the period of performance for this agreement to be September 8, 2022 through December 31, 2022. If services are required beyond this time frame, they will be addressed in future additional service requests to extend our contract allowance, or through separate contract agreements. This proposal is effective and valid for 30 days from the date of submission.

Authorized Contracting Representative

This proposal is submitted by Elizabeth Freer, Principal and Owner of dialogue, LLC, who will perform the work described within this proposal.

The services performed will be provided in conformity with generally accepted methods of project management and are based upon opinions expressed and information provided by the Client for this project. The facts presented, and the recommendations made, are believed to be reliable and represent this firm's best professional judgment thereto. However, the processes developed, and work product provided are without warranty, either expressed or implied, and upon the condition that the client/recipient shall review any deliverables and work product for scope of work and content.

Should you have any questions about the scope description and proposal provided above, please do not hesitate to call.

Thank you, in advance, for your consideration of this proposal and we look forward to working with SDSTA on the development of this scope of work.

Respectfully,

A handwritten signature in black ink, appearing to read "Elizabeth Freer", with a stylized flourish at the end.

Elizabeth Freer, Principal and Owner
dialogue LLC

dialogue project number: 2202.2

Confirm date and time of next meeting—Chairperson Casey Peterson

The next board meeting will be held on Thursday, December 15 beginning at 9:00 AM (Mountain Time).

2022 Regular Quarterly Board Schedule	
Thu, March 24	08:00 am (MT)
Thu, June 16	08:00 am (MT)
Thu, September 22	08:00 am (MT)
Thu, December 15	09:00 am (MT)

*South Dakota Science and Technology Authority / Sanford Underground Research Facility
Education & Outreach Building (large conference room and zoom)*

630 E. Summit Street

Lead, SD 57754

Questions? Contact Mandy Knight, mknight@sanfordlab.org

Direct Line: 605.722.4022, Cell: 605.641.0475

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Public Comments—Chairperson Casey Peterson

Reminder to ask guests who did not identify themselves at the beginning of the meeting to do so at this time.

Discuss any public comment request forms submitted.

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Board Comments—Chairperson Casey Peterson

1. Dr. Ani Aprahamian
2. Mr. Dana Dykhouse, Vice-Chairperson
3. Dr. Chris Fall
4. Ms. Pat Lebrun, Secretary-Treasurer
5. Mr. Roger Musick
6. Mr. Ron Wheeler
7. Dr. Jim Rankin, Ex-officio member
8. Mr. Casey Peterson, Chairperson

Recommended Action:

None.

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Adjourn—Chairperson Casey Peterson

Adjourn board meeting—*see recommended motion below.*

Recommended Action:

Motion to adjourn.

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