



HARRISON WESTERN

April 21, 2025

Broken Boot Gold Mine  
1200 Pioneer Way  
Deadwood, SD 57732

ATTN: Tessa Allen

RE: Proposal for Tunnel Stabilization Support Services at the Broken Boot Gold Mine

Mrs. Allen,

Harrison Western (HW) appreciates the opportunity to price the work on the above-named project. The prices shown below include labor, tools, materials and select equipment necessary to support the stabilization of the exit tunnel section of the Broken Boot Gold Mine (BBGM). HW will perform work at the direction of RESPEC Engineering personnel, with approval from BBGM, up to the agreed upon "Not to Exceed" (NTE) amount specified in the pricing table below. HW will not provide any engineering services in relation to this project, and any suggestions for approach shall be taken as means & methods recommendations with no guarantee or consideration of the structural longevity of the solutions.

#### **SCOPE OF WORK**

- **Exit Tunnel Stabilization Support Services -**

HW will provide labor, tools, and select small equipment and materials necessary to support the stabilization of the exit tunnel. It is understood that the intent of this work is to allow safe operation of the tunnel through the summer season, and to allow additional time to develop a longer term, more encompassing remediation plan. As such, HW will work at the direction of RESPEC Engineers and BBGM representatives to install temporary remediation measures. HW makes no guarantees that solutions will meet the engineering intent and shall not be liable for the performance or ongoing inspection of the work performed under this scope of work following its completion.

Based on conversations held during site visits with Mike Stahl (April 16, 2025) and Brett Belzer of RESPEC (April 17, 2025), we anticipate that the work to be completed will consist of minor bar scaling, cribbing and installation of potential monitoring devices, to be determined and directed by RESPEC. HW will provide a crew of 1 site superintendent and 2 miners, hand tools, and materials required to perform the work. HW will work at the direction of RESPEC Engineering at the daily rate below until the work is completed, or the agreed NTE dollar amount is reached, whichever occurs first.

- **Mobilization**

Includes one single mobilization to perform all above in a continuous operation. If work should need to be broken into phases, additional mobilization fees may apply.

**PRICING**

Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
1	Local Mobilization	1	LS	\$8,000	\$8,000
2	Daily Crew Rate	9	DY	\$4,150	\$41,500
3	Material Allowance (Actual Cost +15%)*	1	LS	TBD	\$5,000.00
<b>Estimated Total Not to Exceed (NTE)</b>					<b>\$50,350.00</b>

\*Material pricing shown above is for budgetary purposes only. The cost of any materials required to perform the work will be billed at actual cost +15% markup.

**BOND NOT INCLUDED IN THE ABOVE PRICING TABLES – Bond pricing can be provided upon request.**

HW pricing is based on the scopes of work being performed in May of 2025 while crews are working locally at the Homestake Mine. HW pricing may be revised if work occurs later based on increased labor, equipment and mobilization costs.

**TECHNICAL CONSIDERATIONS**

HW assumes no responsibility for design or performance of the stabilization systems installed. All work will be performed at the direction of RESPEC Engineering and BBGM representatives.

**QUALIFICATIONS FOR WORK**

1. BBGM agrees that HW bares no responsibility or liability for the design or performance of the systems installed under this scope of work. BBGM, and Others for whom BBGM are responsible for shall indemnify, defend and hold harmless HW and their employees from and against all claims, damages, losses, and expenses, including attorney's fees.
2. Vibration monitoring is excluded.
3. Construction surveying provided by others.
4. HW equipment and material staging areas shall be provided such that they can be located with approximately 1,500 ft of the HW work area.
5. HW excludes protection, repair, or replacement of pavement surfaces, if any.
6. HW excludes any vegetation removal or other clearing and grubbing.
7. HW excludes relocation, locating and potholing of any utilities.
8. Any traffic control, if required.
9. HW excludes any dewatering.
10. HW excludes any/all environmental, city, country, and state permit acquisition and fees.
11. HW excludes BMP/erosion control supply or installation.
12. HW excludes sanitary and disposal facilities.
13. HW excludes Davis Bacon and prevailing wage rates or union requirements.
14. Bonding is excluded. Pricing can be provided upon request.
15. Builder's Risk Insurance is excluded.

## **SCHEDULE QUALIFICATIONS**

1. HW assumes 10 hours a day, Monday through Saturday (6-day work weeks).
2. HW estimates an approximate duration 2 crew days for mobilization/demobilization, and up to 9 days for onsite support services, for a total project duration of 11 Crew Days.
3. HW has included one local mobilization for this scope of work. Should work not be able to be scheduled while HW crews are in the area, additional mobilization fees may apply.

We thank you for the opportunity to price this work and look forward to working with you in the future. Should you have any questions regarding the contents of this offer, please do not hesitate to contact the undersigned at (720) 854-4616.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Guite", with a stylized flourish at the end.

Harrison Western Construction Corporation

Brandon Guite  
Project Development Manager - Mining  
bguite@harwest.com  
720-854-4616

## **SPECIFIC TERMS AND CONDITIONS**

**The following facilities and services are excluded from HW's pricing and shall be provided by others at no cost to HW:**

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and working platforms suitable for HW equipment moving under its own power and without any headroom restrictions. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit HW's operations. All earth-support structures shall be designed, analyzed, and/or modified accordingly to support HW's equipment and operations.

Sequence: Work is to be made available in a sequence that will enable HW to work efficiently and systematically without restriction.

Progression of the Work: HW's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Friday, in a single uninterrupted visit to the site. HW reserves the right to work overtime or weekends at HW's own discretion without incurring charges for inspection, site overhead or other consequential charges. If HW's work is interrupted for any reason beyond HW's control, HW shall be compensated at the rate **\$980.00** per hour for standby of the crew and equipment. Full days of standby shall be charged 8 hours daily.

Site Preparation and Maintenance: Removal of all surface or subsurface topsoil, brush, organic material, debris, obstructions, and other unacceptable material in accordance with the requirements of the contract documents or as required to facilitate HW's work.

The design, installation and maintenance of all sediment barriers, silt fence, erosion control and all other appurtenances required by the Storm Water Pollution Prevention Plan developed by Others.

The design and installation of any necessary railings, fences or other protective measures as required by local, state, and federal statutes so that workers and the public are protected from falls or accidental entrance into the work site.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to HW's operations.

Prevent surface water and subsurface or groundwater from accumulating in and on project site and surrounding area. Maintain the water table at least 10 feet below the grade of the work area. Provide local disposal of wastewater created by HW's operations.

Concrete Washout: A concrete washout area shall be provided for HW use during shotcrete and grouting operations and shall be maintained by others.

Protection of Adjacent Structures: Any necessary protection of existing structures, utilities, or roadways which may affect or impede HW's work. HW has not made any allowance to minimize vibration, dust and/or noise during performance of HW's work. HW excludes all monitoring of noise, vibration, settlement, or air quality.

Traffic Control: All pedestrian and vehicular traffic control including but not limited to signs, barricades, crossings, lane closures or flagmen when required.

Utilities: HW will utilize the appropriate state's Utility Notification System to locate utilities on the site. Location, potholing, removal, or relocation of any utilities located or not by this service is the responsibility of the Owner, Developer and/or Contractor. HW will not accept any responsibility for damage to utilities not located by the one call service. Furthermore, any utilities located by the one call system that conflict with HW's activities may need to be potholed, removed or relocated at the expense of the Owner and or Contractor if HW's work cannot be adjusted. Any costs associated with the adjustment of HW's work due to utility conflicts will be the responsibility of the Owner and or Contractor.

Layout and Survey: Survey, field layout and monitoring of all necessary lines and grades from which HW's work can be established. Any post construction survey of the work or any as-builts shall also be performed by others.

Engineering: All plans, specifications, and designs, necessary for the work unless otherwise included by HW.

Permits and Easements: All site permits, building/shoring permits, and easements required to legally perform the work.

Construction Waste Removal: Dumpster and/or other necessary containers for typical construction waste/debris/trash and removal and disposal of such materials.

Bonds: The cost of a bond premium is not included in the contract price. If desired by and paid by the Contractor, HW will furnish a Payment and Performance Bond if paid for at cost.

Sanitary Facilities: On-site sanitary facilities for the use of HW employees.

Holiday and Sunday Work: Due to the unknown start date of this work, no holiday or Sunday pay, or travel is included in HW's pricing under this proposal. HW shall be compensated for all costs including markup associated with holiday or Sunday pay or travel expenses from delays beyond HW's control or requests to work which extend project schedule over holiday or Sunday periods.

Site Yard: An area shall be provided on-site, adjacent to the work, for HW's equipment, storage yard, workshop, and site office(s).

Labor Affiliations: This proposal is made with the understanding that HW will employ open shop labor. If union labor must be used the client will pay for any cost differential.

Vibration Liability: HW cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. HW requires that the Owner/General Contractor indemnify HW against all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Hazardous Material: In the event that HW encounters any hazardous or contaminated material on the site that has not been rendered harmless, HW shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless HW, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

**The following additional terms and conditions will apply to the proposed work:**

Delay Damages: The [Owner or Contractor] shall not be entitled to any liquidated damage, consequential damage, other direct/indirect damages, or other time related penalties arising from the work.

**Confidentiality: All specifications, drawings, pricing, and technical data submitted by HW are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of HW. Such information shall remain HW's property and be returned to HW upon demand.**

Period of Acceptance: This Proposal is offered for acceptance for a period of **30 days**.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of HW.

**GENERAL TERMS AND CONDITIONS**

Payment Terms: Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date. An interest charge of 1-1/2% percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorneys' fees and court costs, will be added to unpaid invoice amount.

All other amounts due, including retention (if applicable and maximum of 5%), will be paid in full within 90 days of substantial completion of HW's work, regardless of the anticipated project completion date. Substantial completion shall not include removal items if applicable.

HW has excluded any cost or charges associated with electronic billing/payment services. All such costs/charges to be borne by Prime Contractor or invoiced by HW as extra work.

Changed Conditions: Notwithstanding all clauses of this contract, if HW, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in this Agreement, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then HW shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Full Compensation: It is understood that HW will receive full compensation for its work, as set forth in the schedule of prices above for all work performed to the satisfaction of the Owner and/or Contractor regardless of any adjustments, or audits made by the Owner and/or Contractor due to the "Change Order" or "Claim" nature of the work.

Insurance: HW will provide the following insurances within limits as shown.

Comprehensive General Liability:	\$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)	
Automobile Liability:	\$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)	
Workman's Compensation:	Statutory

OCIP/CCIP: Notwithstanding any provisions of the OCIP/CCIP for the project to the contrary, neither HW nor its insurer(s) shall be obligated to contribute to any claim made to or under the OCIP/CCIP. Contractor or Owner shall represent HW in connection with any claim(s) to or under the OCIP/CCIP. Further, should the OCIP/CCIP be cancelled, or not afford coverage for a claim, neither HW nor its insurer(s) shall be obligated to contribute to the defense or indemnification of Contractor or Owner on any basis, whether primary or excess. Specifically, neither HW nor its insurer(s) shall have any obligation to defend or indemnify Contractor or Owner against any claim that is not covered by the OCIP/CCIP or any claim(s) that are covered by the OCIP/CCIP or any claim(s) that would have been covered by the OCIP for the project but for its termination, cancellation, or exhaustion.

Force Majeure: HW cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, pandemic, Act of God, or other similar circumstances beyond HW control.

Limitation of Liability: HW does not accept liability for any damage to the structure, landscaping, utilities, french drains, septic systems, wells, physical installations, and/or any consequential damages that may result from the performance of the work. All private utilities (including any utilities left in place) and other services shall be located, exposed, and shown to our on-site representative by Others prior to commencement of work.

Liability: No liability can be accepted by HW, nor shall HW accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside HW's immediate control or knowledge, or for any fault in the junction between HW's work and subsequent work carried out by others. HW shall be named additional insured on Builders Risk insurance obtained for the project.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, HW shall insure, indemnify and hold harmless the Owner and their employees from and against all claims, damages, losses, and expenses, including attorney's fees, but only to the extent of the proportional negligence of HW, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of HW.