

739-1



1. Considered 1-20, 1963
2. Name of Applicant CITY OF LEMMON
3. Post Office Address _____

4. Amount of Water Claimed .32
5. Source of water supply GROUND WATER
6. Water to be used for MUNICIPAL

Acres to be irrigated _____

7. Water to be diverted and used in PERKINS County about
IN CITY LIMITS Miles 1.5 of _____

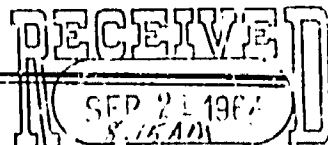
8. Proof of Publication Received 1st
Not Received _____

9. Application Approved _____
Subject to _____
Not Approved _____
Action deferred _____



10. Remarks:

No fee



No. 739-1

Water Division No. 1 Grand River
(Blanks to be Filled by the Engineer for the W. R. C.)

STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA
MAP NO. 620-1

APPLICATION FOR PERMIT

To Appropriate Water within the State of South Dakota

(NOTE—Draw a line through items not applicable.)

CITY OF LEMMON

1. Name of applicant _____
Postoffice address LEMMON, County PERKINS, State S. DAK.

- I. If a corporation _____
- (a) Name of same _____
 - (b) Date and place of incorporation _____
 - (c) Amount of capital stock _____
 - (d) Amount paid in _____
 - (e) Names and addresses of directors _____

(NOTE—A certified copy of articles of incorporation must accompany the application.)

II. Method of accomplishing the work and financial resources of the applicant:

- (a) Method of accomplishing work (Whether by contract, employment of others, or by direct labor)

CONTRACT

- (b) Cash on hand, \$ 30,000 (c) Treasury stock, \$ _____
(d) Bonds to be issued, \$ _____ (e) Other resources, \$ _____

LEMMON CITY WELL # 7

2. Name of diversion work _____
3. Amount of water claimed 0.333 cubic feet per second 150 GPM
4. Source of water supply FOX HILLS SAND
5. Location of point of diversion SE COR. OF LOT 7, BLK. 10, SMITHS ADDITION
TO CITY OF LEMMON, SOUTH DAKOTA on PIERRE bank _____ County.
6. Annual period or periods during which water is to be used ALL YEAR
7. To be used for: MUNICIPAL WATER SUPPLY

- I. Irrigation or domestic use: Gravity, overhead sprinkling or combination system? _____

(a) Number of acres to be irrigated _____ acres

(b) Legal subdivisions to be irrigated _____

(NOTE—A list of lands to be irrigated, giving each subdivision and fraction with acreage thereof, should be written here, or may be appended as a part of this application. Same must also be shown on accompanying map.)

(c) Statement as to domestic use (giving location, etc.) MUNICIPAL WATER SUPPLY FOR
CITY OF LEMMON

II. Stockwatering, mining, milling, power, fish culture, fire protection and public recreation:

(a) Nature of use FIRE PROTECTION

Name any of the above uses claimed

(b) Amount of power to be generated _____ horse power.

Amount claimed for engine cooling _____

(c) Location of plant _____

(d) Method of developing power _____

(e) Point where water will be returned to stream _____

MAP NO 620-1

8. Estimated cost of work:

(a) Head Gates, \$.....

(b) Pumping plant, \$4000.00

(c) Plumbing, \$.....

(d) Canals-earth, \$.....

Rock, \$.....

(e) Other structures WELL \$22,000.00

Total, \$26,000.00

9. Description of diversion works:

I. Nature of works: (Reservoir, dam, ditch, flume, pumping plant, etc.)

WELL, SUBMERSIBLE PUMP AND 50' OF TRANSMISSION LINE TO WATER DISTRIBUTION SYSTEM.

II. Dimensions of works.

(a) Dam: Height.....feet; length at bottom.....feet; length at top.....feet; thickness at bottom.....feet; thickness at top.....feet; slope at front water face.....; slope at back face.....material used in construction.....

(b) Reservoir: Capacity when filled.....acre feet. Surface area at highwater mark.....acres.

DEPTH AT OUTLET-Feet	SURFACE AREA AT EACH DEPTH AT OUTLET-ACRES	FEET	ACRE-Feet CAPACITY

(c)* Head gate: Width.....feet; height.....feet; Material.....

(d) Canal: Total length.....miles.

LOCATION BELOW HEADGATE	DEPTH	BOTTOM WIDTH	WIDTH AT WATER-LINE	GRADE PER MILE
At.....Mile	feet	feet	feet	feet
At.....Mile	feet	feet	feet	feet
At.....Mile	feet	feet	feet	feet
At.....Mile	feet	feet	feet	feet
At.....Mile	feet	feet	feet	feet
At.....Mile	feet	feet	feet	feet

(Give dimensions where reductions in size are made.)

10. Time required for completion of work.....1.....years.

11. Time required for complete application of water to the proposed beneficial use.....1.....years.

12. Choice of newspaper for publication of notice of intention to appropriate LEMMON TRIBUNE, LEMMON, SOUTH DAKOTA

STATE OF SOUTH DAKOTA

County of PERKINS

ss.

I, SIMON WAHL, ACTING FOR AND AS THE CITY OF LEMMON, S. D., being first duly sworn on my oath depose and say: That my relation to the above described undertaking is that of owner, that I have read the above foregoing statement, examined the map accompanying the same, and that I know of my own personal knowledge that the matters therein stated and shown are true.

CITY OF LEMMON

Signed By: *Simon Wahl* Mayor

SIMON WAHL

Subscribed and sworn to before me this 8TH day of SEPTEMBER 1964

Notary Public (or other qualified officer)

City of Lemmon "Vested Right Wells"

Well No.	Well Depth	Casing Size	Time Drilled	Pump Rate		Location	Use
				G.P.M.	G.P.S.		
1	185'	10"	1913	20	.045	Bk. 1, Lemmon 1st Add.	Standby for Park Watering
3	305'	10"	1936	55	.122	Between Bk's 43 & 44 Milwaukee Land Co's 3rd Addition	Municipal standby
4	915'	12"	1945	55	.122	90' N. Lot 4, Bk. 2, Sandbo Addition	Regular Municipal Use
5	909'	12"	1951	73	.163	Near intersection of 10th St. & 3rd Ave. W.	Regular Municipal Use
6	820'	8"	1944	55	.122	90' S., Bk's 10 & 11A NW Townsite Co. 1st Add.	Municipal standby

All Pumps are electric submersible.

For locations see Water Right Map No. 62C-1.

City of Lemmon "Vested Right Wells"

Well No.	Well Depth	Casing Size	Time Drilled	Pump Rate		Location	Use
				G.P.M.	G.P.S.		
1	185'	10"	1913	20	.045	Blk. 1, Lemmon 1st Add.	Standby for Park Watering
3	305'	10"	1936	55	.122	Between Blk's 43 & 44 Milwaukee Land Co's 3rd Addition	Municipal standby
4	915	12"	1945	55	.122	90' N. lot 4, Blk. 2, San Jo Addition	Regular Municipal Use
5	909	12"	1951	73	.163	Near intersection of 10th St. & 3rd Ave. W.	Regular Municipal Use
6	890	8"	1944	55	.122	90' S., Blk's 10 & 11A NW Townsite Co. 1st Add.	Municipal standby

All Pumps are electric submersible.

For locations see Water Right Map No. 620-1.

Form 2A — Wells (Supplement to Form 2)

9. (Continued)

III. Well Specifications

(a) Hole and casing

Size of drill hole or excavation 14", Depth 900' ±
 Type of casing STEEL
 (wood, concrete, steel, etc.)
 Size of casing 8 5/8, Thickness of casing 1/4"
 Length of casing 850' ± If collection gallery, length, size and depth of
 gallery

(b) Screens

Type of perforated screen STAINLESS STEEL - 6" NOMINAL
 Size of perforated screen 6" 50' ±
 (diameter) (length)
 Thickness of gravel pack 4", length of gravel pack 50 ±

(c) Water Bearing Materials

Distance to water 850 ± Character of water bearing materials FINE SAND
(FOX HILLS)-IT IS ESTIMATED THE STATIC WATER LEVEL WILL BE AT
ABOUT 360'

Thickness of water bearing material 50' ±

(d) Pump and Motor

Type of pump SUBMERSIBLE
 (centrifugal, propeller, mixed flow, etc.)
 Name of pump NOT DETERMINED, size 8"
 Kind of motor ELECTRIC
 (gasoline, electric, diesel, etc.)
 Horsepower EST. 40 °, Name of Motor NOT DETERMINED

(e) Complete well

Capacity EST. 150 GPM at drawdown of EST. 200 FT. Estimated cost \$22,000

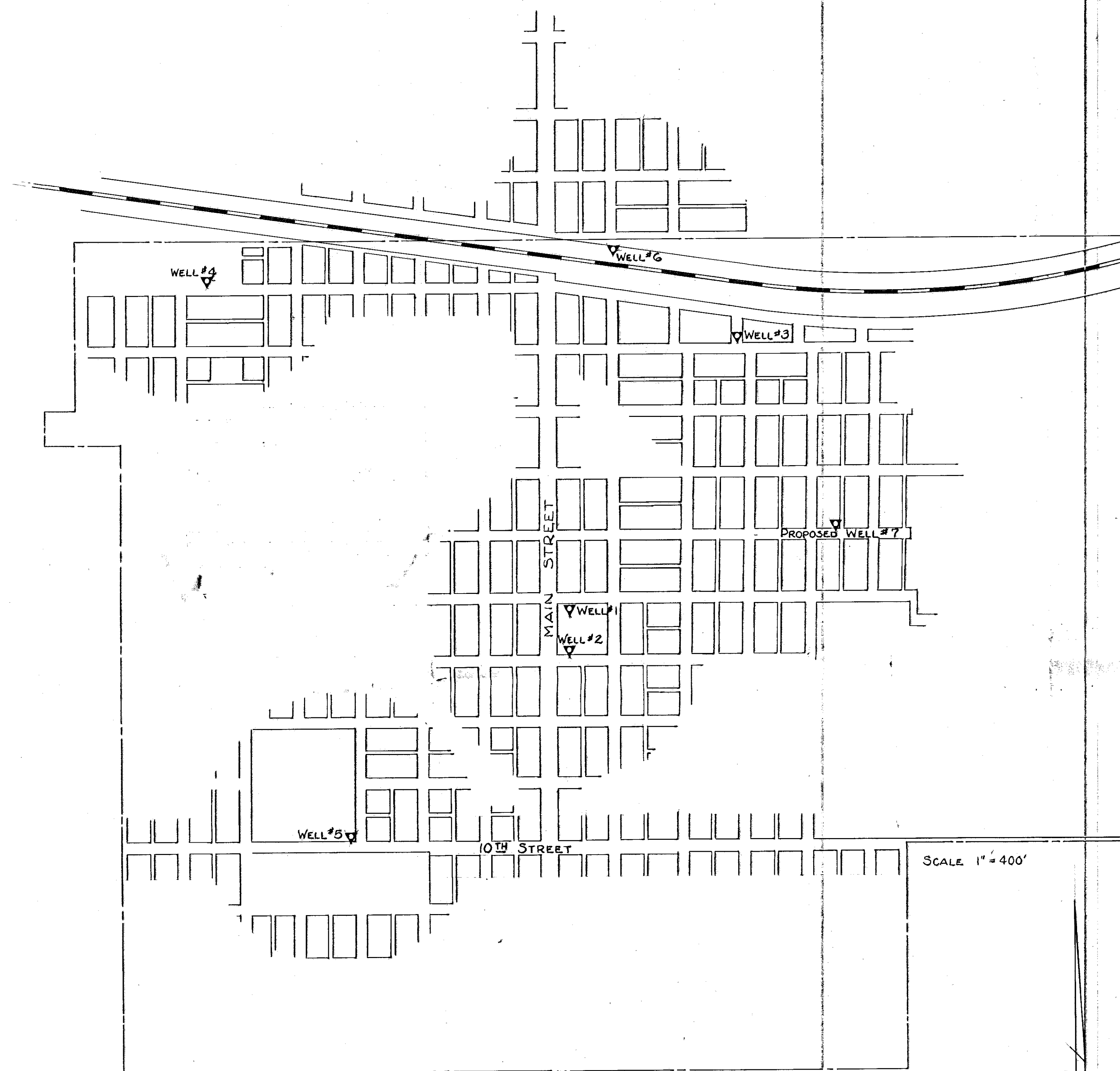
(f) Owner of land upon which well is located CITY OF LEMMON
 Name

LEMMON, SOUTH DAKOTA
 Address

(g) Distance to nearest existing wells

On same owner's property 80 rods. On property owned by others MORE THAN 160 rods

* DEPENDING ON DRAWDOWN DURING PUMP TEST.



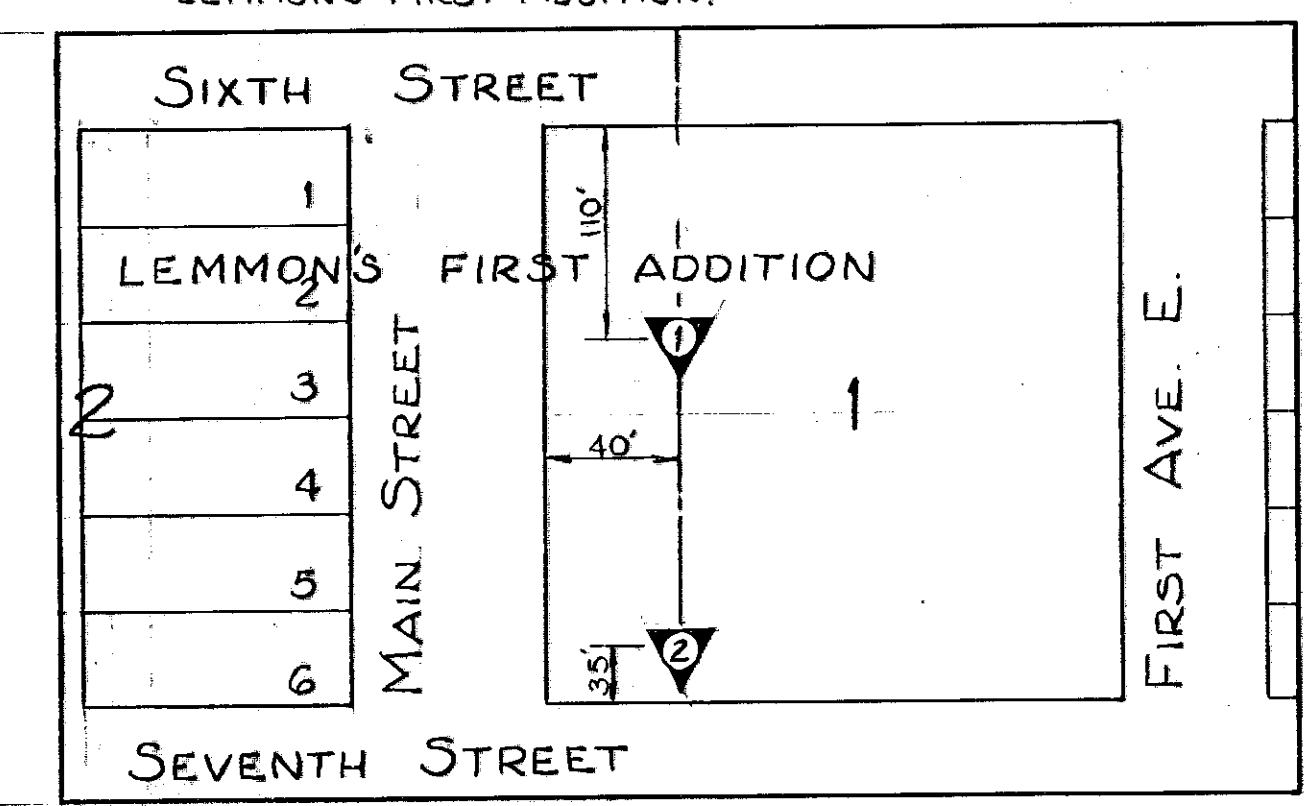
SURVEYOR'S CERTIFICATE:
 I, FRANK R. BRADY, LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT, AT THE DIRECTION OF THE LEMMON CITY COUNCIL, I HAVE SURVEYED THE LOCATIONS OF THE EXISTING LEMMON CITY WELLS NO 1, 2, 3, 4, 5 AND 6, AND THE LOCATION OF THE PROPOSED LEMMON CITY WELL NO. 7 AS SHOWN HEREON. THE BEARINGS AND DISTANCES ARE AS SHOWN.

Frank R. Brady

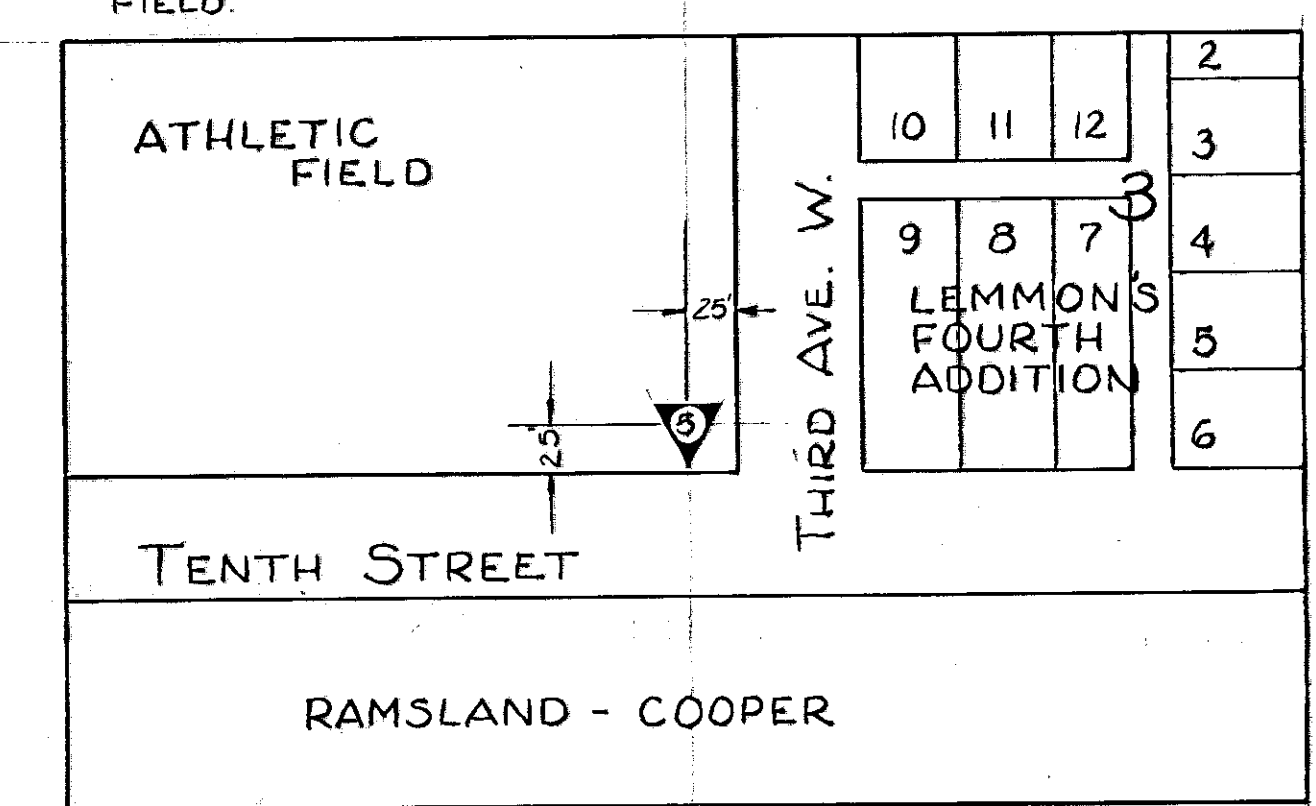
ACKNOWLEDGMENT OF SURVEYOR:
 BE IT REMEMBERED THAT ON THIS 17TH DAY OF AUGUST 1964 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED FRANK R. BRADY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.
 My Commission Expires APRIL 28, 1969

George A. Murphy
 NOTARY PUBLIC

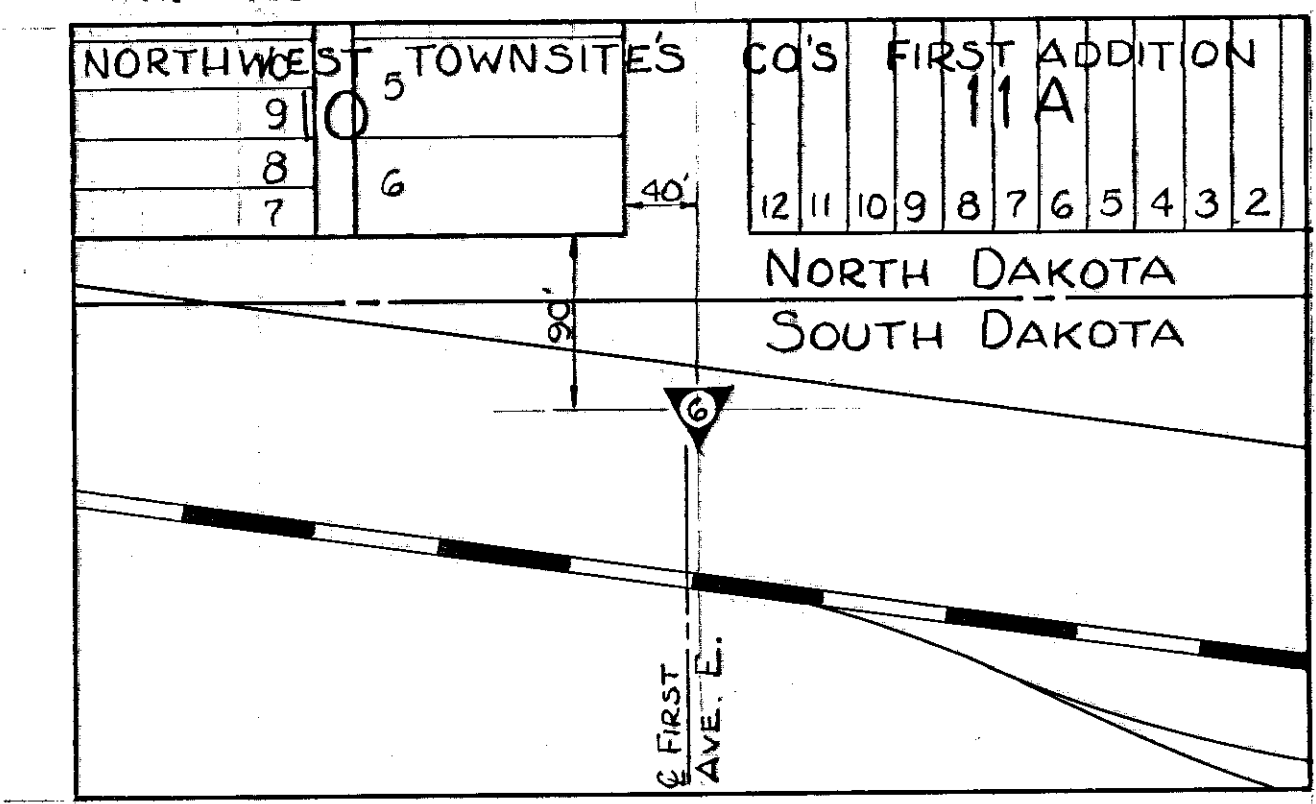
LOCATION WELL #1 - 40'E, 110'S OF NW COR. BLOCK 1, LEMMON'S FIRST ADDITION.
 LOCATION WELL #2 - 40'E, 35'N OF SW COR. BLOCK 1, LEMMON'S FIRST ADDITION.



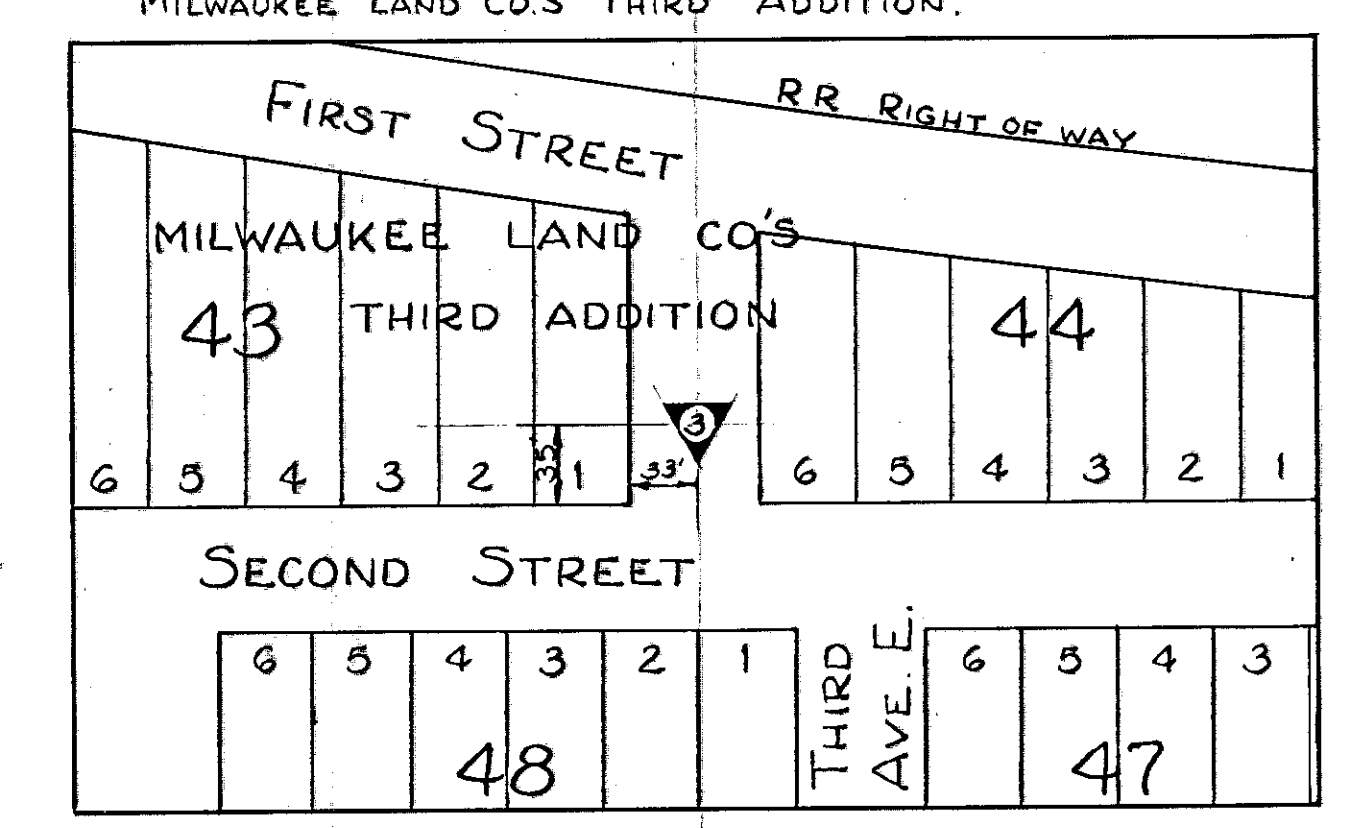
LOCATION WELL #5 - 25'W, 25'N OF SE COR. ATHLETIC FIELD.



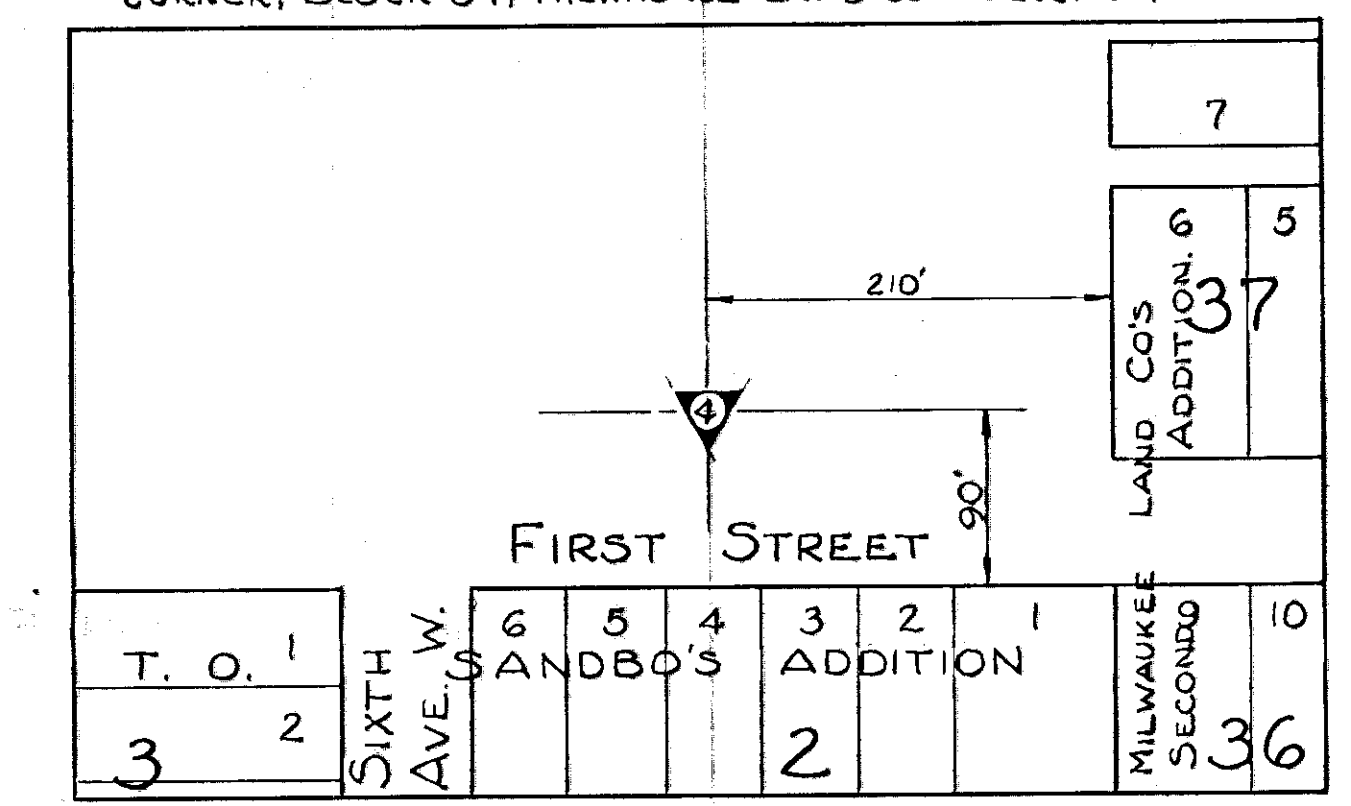
LOCATION WELL #6 - 40'E, 90'S SE COR. BLOCK 10, NORTHWEST TOWNSITE'S CO'S FIRST ADDITION.



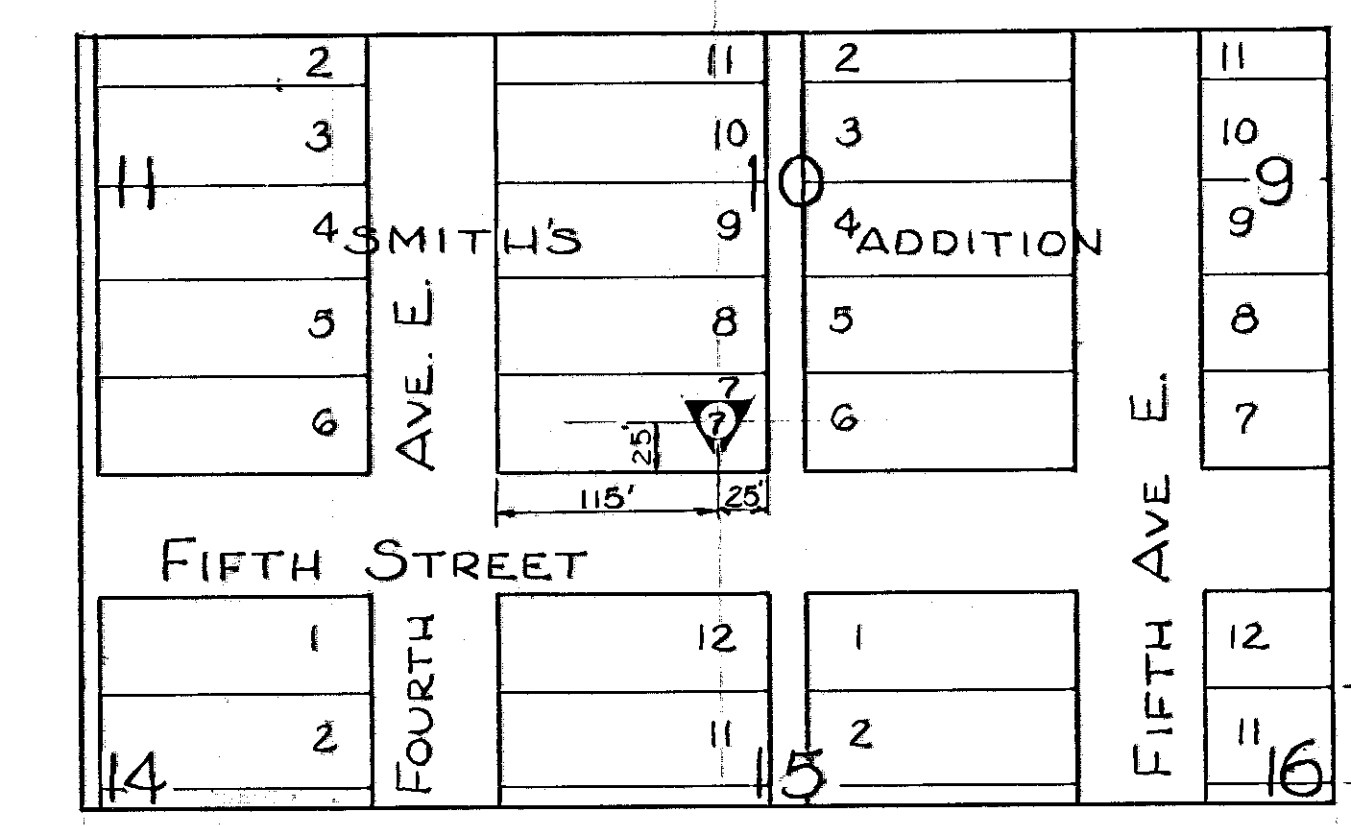
LOCATION WELL #3 - 33'E, 35'N OF SE COR. BLOCK 43, MILWAUKEE LAND CO'S THIRD ADDITION.



LOCATION WELL #4 - 210' WEST, 24' NORTH OF SW CORNER, BLOCK 37, MILWAUKEE LAND CO'S SECOND ADD.



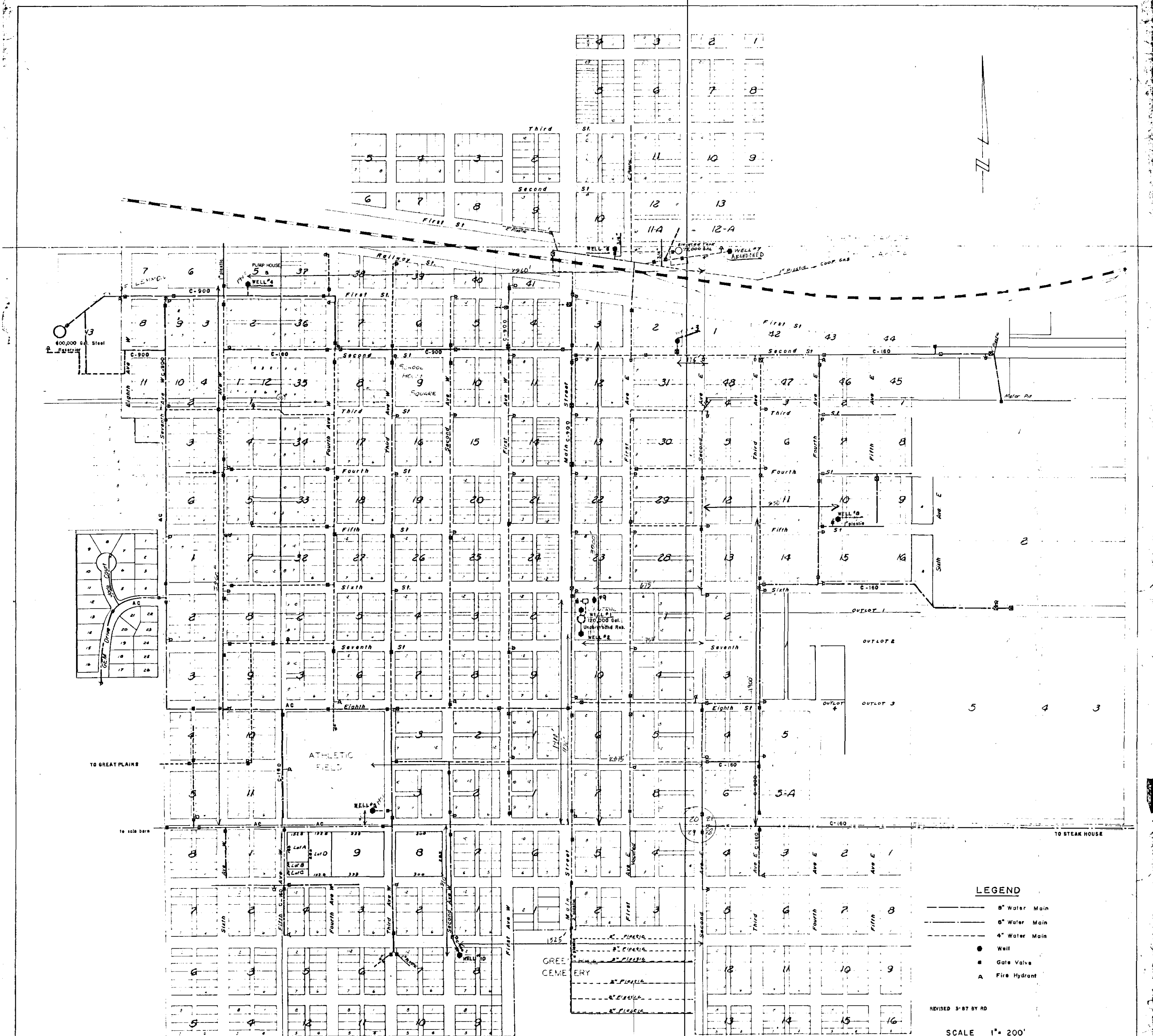
LOCATION PROPOSED WELL #7 - 115'E, 25'NORTH OF SW COR. BLOCK 11, SMITH'S ADDITION.



RECEIVED
 SEP 21 1964
 STATE WATER RESOURCES COMM.
 PIERRE, SOUTH DAKOTA

LOCATIONS OF LEMMON WELLS No. 1-6. AND PROPOSED LEMMON WELL No. 7		
Brady Engineering Consulting Engineers Spearfish, South Dakota	Acct. No. W-106 Drawn By: RNW Checked By: FRB	Scale: 1"= 100' Date: AUG 1964 Sheet 1 of 1

MAP No. 620-1 (Application No. 739-1)



WATER MAP

CITY OF
LEMMON, S. D.

Remarks by State Water Resources Commission:

STATE OF SOUTH DAKOTA
County of HUGHES ss.

Pierre, South Dakota, FEBRUARY 5, 1965

This is to certify that the foregoing application was received by the Commission at 8:15 o'clock
2 m. upon the 21ST day of SEPTEMBER, 1964

State Water Resources Commission

By: [Signature]

for Chief Engineer, Executive Officer

Number of permit 739-1

Date of first receipt of application SEPTEMBER 21, 1964

Date of return to applicant for correction, amendments or changes required as follows: SEPT 23, 1964

Date of receipt of corrected application OCTOBER 2, 1964

Date from which applicant may claim right SEPTEMBER 21, 1964

Approved JANUARY 20, 1965, Recorded in Book 8 Page 301

This is to certify that we have examined the foregoing application for a permit to appropriate water of the State of South Dakota, and we hereby grant the same as stated herein, subject, however, to the following limitations and conditions:

1st. The equivalent of at least one-fifth of the work above specified is to be completed on or before

JULY 20, 1965

2nd. The whole of said work is to be completed on or before JANUARY 20, 1966

3rd. The limit of time for proof of beneficial use of water appropriated in accordance herewith is

JANUARY 20, 1967

4th. The water appropriated shall be used for the purpose of MUNICIPAL USE

5th. The prior right of all persons who, by compliance with the laws of the State of South Dakota, have acquired a right to the use of water must not be injuriously affected by this appropriation.

6th. The amount of the appropriation herein granted shall not exceed 33 cubic feet per second; neither shall it exceed the capacity of the above described system of diversion works, nor the least amount of water that experience may hereafter indicate as necessary for the production of crops in the exercise of the best husbandry; and further, said appropriation must be limited to not more than one-seventh (1/70) of one cubic foot of water per second of time for each acre of land to which water is actually
USED FOR MUNICIPAL PURPOSES

and beneficially applied for irrigation on or before JANUARY 20, 1967; said water to be used during the following described annual period:

CONTINUOUSLY

Witness my hand this 5TH day of FEBRUARY, 1965

State Water Resources Commission

By: [Signature]

(Chief Engineer, Executive Officer)

Certificate of Construction Issued JULY 22, 1971

Water License Issued JULY 22, 1971

NOTE: This Form is supplemental to Form 2, and is to be used when an affidavit pertaining to construction and water use, already completed, is needed.

**AFFIDAVIT OF CONSTRUCTION OF WATER USE
SYSTEM AND APPLICATION OF WATER TO BENEFICIAL USE**

Name of Applicant (Same as Form 2) City of Lemmon
Post Office Address Lemmon, State South Dakota
If a Corporation show date and place of incorporation _____

13. Notice of Appropriation (If available)

Date of Posting _____ Date of Recording _____
Recording Date _____

14. Date of start of construction of water supply system see attached list15. Date that water was first applied to beneficial use Dates that wells were drilled16. Name of owner of original water supply system City of Lemmon17. Amount of water originally applied to beneficial use 0.57 c. f. s.

18. Present Use of Water

Amount of water now being used 0.57 c. f. s.

Date that this amount of water was first used before July 1, 1955

19. Chronological History of Water Use

See attached list

Attach to this Form 2B any copies of notices, postings, filings, publications, affidavits, or other records that apply. You may also attach a written statement by you, or by others, that you deem pertinent.

STATE OF SOUTH DAKOTA)

County of Pick) ss.

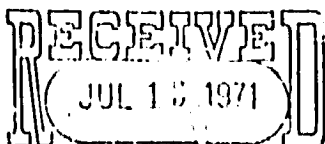
I, Myron White-Mage, the applicant, certify that I have read the foregoing and that the matters therein stated are true.

Signed Myron White-Mage

Subscribed and sworn to before me this 6th day of July, 1971

[Signature]
(Notary Public or other qualified Officer)

I, the undersigned, do hereby certify that I know about the water use system described above that I have read the foregoing and that the matters therein stated are true.



STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

Permit No. 739-1

Water Diversion No. 1 GRAND RIVER Water District

CERTIFICATE OF CONSTRUCTION

This is to Certify, That _____ the City of Leemon

_____ the holder _____
 Permit No. 739-1ⁱ, issued upon Application No. 739-1, bearing date of priority of September 21, 1964
 and "Vested Rights"
~~per attached list~~ authorizing the diversion of .77 cu. ft. per second of the waters of _____
ground water _____ County of Perkins, State of South Dakota at _____
Well #8, at SE Corner, Lot 7, Block 10, Smiths Addition, - "Vested" see
attached list

_____ for _____ Municipal

purposes, he 8 complied with the provisions of the laws of the State of South Dakota relating to proof of completion of the works of diversion set out and described in said Permit; that said works are found in satisfactory condition for diverting and conveying to the place of intended use .77 cu. ft. per second of water.

Date July 22, 1971

WATER RESOURCES COMMISSION

By:

J.W. GRIMES, Executive Officer

STATE OF SOUTH DAKOTA

WATER LICENSE NO. 739-1

(1) WHEREAS, On the 21st day of September A. D. 1964
the City of Lemmon

made Water Right Application No. 739-1 for a permit to use 0.333 cubic feet per second of the waters
of ground water (Fox Hills Formation)

County of Perkins State of South Dakota, for _____
_____ purposes; and

(2) WHEREAS, On the 5th day of February A. D. 1965
Permit No. 739-1 with a date of priority of September 21, 1964

was issued to said applicant _____ for the diversion of said water, and provided for the completion of construction of the water
supply system therein described on or before the 20th day of January A. D. 1966 and for the
application to beneficial use of said water on or before the 20th day of January A. D. 1967

and:

(3) WHEREAS, It is hereby certified that the applicant has complied with the provisions of the laws of the State of South Dakota
relating to completion of the construction of the water supply system and is entitled to divert 0.20 cubic feet
per second of water for beneficial use and,

(4) WHEREAS, It is hereby certified that the applicant has complied with the provisions of the laws of the State of South Dakota
relating to the application of water to beneficial use of the following extent,

City of Lemmon Well No. 8, has been developed to produce 0.20 c.f.s. as
indicated. In addition the City of Lemmon has a vested water right to
City Wells Nos. 1, 3, 4, 5 and 6 as indicated by the attached list.

(5) NOW, THEREFORE, By the virtue of the authority vested in us by the laws of the State of South Dakota, We hereby grant and confirm to _____ City of Lemmon _____

_____ of Lemmon, South Dakota _____

the holder _____ and owner _____ of said permit No. 739-1 a water right, dating from September 21, 1964

and "Vested" see attached list _____ to use of Vested-0.57 & 0.20 _____ cubic feet per second of the waters

of ground water (Fox Hills Formation) _____

in the County of Perkins _____ and State of South Dakota, or so much thereof as may be necessary for the

purpose hereinbelow mentioned, to be diverted at the SE Corner of lot 7, Block 10, Smiths addition;

"Vested" See attached list _____

and conduct to and upon City of Lemmon Water distribution system _____

for the purpose of Municipal use _____

Subject to any limitations listed in Water Right Permit No. 739-1 and subject to the laws of the State of South Dakota.

WITNESS, My hand and seal of our office at Pierre, South Dakota
this 22nd day of July A. D.
Nineteen Hundred and Seventy-one

WATER RESOURCES COMMISSION

By: _____
Chief Engineer, Executive Officer, J.W. GRIMES

Permit No. 739-1

Water Division 1 GRAND RIVER Water District

**REPORT OF EXAMINATION OF WORKS
AND/OR APPLICATION OF WATER TO BENEFICIAL USE**

TO: Water Resources Commission, State Office Building No. 2, Pierre, South Dakota 57501

I have this day made a thorough examination of the water use system constructed by City of Lemmon
of Lemmon, S.D. holder
of Permit No. 739-1, bearing date of priority of "Vested" see attached list
0.57 Vested, 1964
authorizing the diversion of 0.333 cu. ft. per second of the waters of ground water
for municipal purposes, in Perkins County.

I have to report on the condition of the same as follows:

The Water Use System consists of:

A. Works used to divert the water:

"Vested" see attached list

Water Permit No. 739-1 Well No. 8, rather than well No. 7
900 foot deep well - 8 inch casing
30 H.P. Electric submersible pump

B. Works used to transport water to place of use,

City distribution system

Steel storage tank on top of Hill, 6000,000 gallon capacity

C. Works used to apply water to beneficial use.

700 service connections

The system is in the following condition: "Vested" - poor to good. Water Permit No. 739-1-Excellent

The point of diversion is located "Tested", see attached list. Well No. 8, SE Corner of Lot 7, Block 10, Smiths Addition

The works are capable of diverting and conveying to the place of use Vested- 0.57 and Well No. E-0.20

cu. ft. per second of water which is to be used for municipal purposes

Water: has been put to beneficial use to the maximum extent as follows:

Wells have been constructed and used as indicated

~~XX~~

Date June 11, 1971

Donald H. Russell
(Signature)

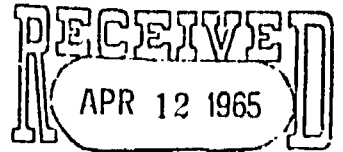
W. F. ALD DRISCOLL, Deputy Chief Engineer, W. B. C.

City of Lemmon "Vested Right Wells"

Well No.	Well Depth	Casing Size	Time Drilled	Pump Rate		Location	Use
				G.P.H.	C.F.S.		
1	185'	10"	1913	20	.045	Bk.1, Lemmon 1st Add.	Standby for Park Watering
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All Pumps are electric submersible.

For locations see Water Right Map No. 620-1.

Permit No. 739-1Water Division No. 1 GRAND RIVER Water DistrictSTATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA**Notice of Application of Water to Beneficial Use**

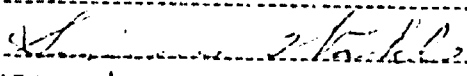
(This blank must be filled out by holder of permit and forwarded to the State Water Resources Commission at least sixty days before the time set for application of water.)

(P. O.) LEMMON, SOUTH DAKOTA(Date) 15 MARCH 1965

TO THE STATE WATER RESOURCES COMMISSION OF SOUTH DAKOTA, PIERRE:

DEAR SIR: Notice is hereby given that on the 1 day of JUNE
 1965, at LEMMON County of PERKINS State of South Dakota,
 before FRANK R. BRADY, P.E.
 (Examining Engineer or Officer) proof will be submitted of the application to beneficial use
 of 0.333 cubic feet per second of the waters of FOX HILLS FORMATION
 in accordance with the terms and conditions of Permit No. 739-1
 heretofore issued by the Water Resources Commission of South Dakota.

- i. The name and postoffice address of the person or corporation holding said permit are
CITY OF LEMMON, LEMMON, SOUTH DAKOTA
2. The use to which said water has been applied is MUNICIPAL WATER SUPPLY FOR THE CITY OF LEMMON
3. The amount applied to beneficial use is 0.33 cfs
4. The place where said water is used is (if for irrigation, give full and accurate description of the lands irrigated) CITY OF LEMMON
5. The name of the canal or ditch or other works by which said water is conducted to such place of use is CITY OF LEMMONS WATER DISTRIBUTION SYSTEM
6. The right to take the water from such works is based upon permit No. 739-1
7. The source of supply from which such water is diverted is FOX HILLS FORMATION
8. The date of priority which said user is prepared to establish is 21 SEPTEMBER 1964


 CITY OF LEMMON
(Sign) BY: MAYOR

Permit No. 739-1Water Division No. 1GRAND RIVERSTATE WATER RESOURCES COMM.
PIERRE SOUTH DAKOTARECEIVED
APR 12 1965

NOTICE OF COMPLETION OF WORKS

This blank must be filled out by the holder of permit and forwarded to the Executive Officer at least 60 days before the time set for completion of works

(P. O.) LEMMON, SOUTH DAKOTA(Date) 15 MARCH 1965

TO THE STATE WATER RESOURCES COMMISSION
OF SOUTH DAKOTA, PIERRE:

DEAR SIR: Notice is hereby given of the completion of the works for the diversion of 0.33 cu. ft. per second of the waters of the state from LEMMON CITY WELL #7 through the MUNICIPAL WATER SUPPLY for MUNICIPAL WATER SUPPLY purposes in accordance with the terms and conditions of a certain permit heretofore issued by the Water Resources Commission of the State of South Dakota.

1. The name of the person or corporation holding said permit is CITY OF LEMMON
2. The postoffice address of such person or the place of business of such corporation is LEMMON
County of PERKINS State of SOUTH DAKOTA
3. The number of such permit is 739-1 and the date set for the completion of such work is 1 JUNE 1965
4. Said water to be used for MUNICIPAL WATER SUPPLY purposes.
5. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conducting to the place of intended use, in accordance with the plans accompanying the application for such permit, is 0.33 cubic feet per second.
6. The amount of land for which said water is available is _____ acres, particularly described as follows: ALL OF CITY OF LEMMON AND FUTURE ADDITIONS.

I hereby certify that the facts set forth in the above notice are true.

CITY OF LEMMON

(Signature of Owners)

By: [Signature]

MAYOR

on or before
(First Publication December 24, 1964)

APPROPRIATION OF WATER

Office of State Water Resources Commission,

Pierre, S. Dak., November 25, 1964

Notice is hereby given that the City of Lemmon ~~whose postoffice~~
~~address is~~ S. Dak., has made an application in accordance with
the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use .33
cubic feet of water per second of time from ~~the~~ ground water through the
Lemmon City Well #7, the point of diversion of which is to be located ~~on the~~
~~bank of said stream~~ in the SE ¼ of the NE ¼ of Section 20
Twp. 23N Range 16E. Said water to be used for the purpose of providing ~~water for the~~
~~following described uses:~~
municipal supplies for the City of Lemmon.

~~and for~~ ~~the purpose of~~

This application will be taken up by the State Water Resources Commission at their office at Pierre for
consideration upon the 20th day of January, 1965, at 2 P. M. All interested persons
may appear and be heard.

Appropriate action will be taken by the Water Resources Commission after suitable time has elapsed for
the consideration of any or all information presented.

State Water Resources Commission

By:

BURTON F. JONES
Water Right Specialist

CC: Mr. F. M. Satter, Manager
Lemmon Tribune
Lemmon, S. Dak.

Affidavit of Publication

STATE OF SOUTH DAKOTA
COUNTY OF PERKINS

ss.

2 M. Satter of said County and State being first duly sworn

on his oath says: That The Lemmon Tribune is a weekly newspaper of general circulation, printed and published in Lemmon in said County and State, by the Lemmon Publishing Co., Inc., and has been such newspaper during the time hereinafter mentioned; and that I, 2 M. Satter, the undersigned, am Editor

of said newspaper, in charge of the advertising department thereof, and have personal knowledge of all facts stated in this affidavit; and that the advertisement headed

Appropriation of Water

a printed copy of which is hereunto attached, was printed and published in the regular and entire issue of said newspaper and was not in supplement, once each week for 4 successive weeks

The first publication being made on the 3 day of Nov, 1964

The second publication being made on the 10 day of Nov, 1964

The third publication being made on the 17 day of Nov, 1964

The fourth publication being made on the 24 day of Nov, 1964

That said newspaper is a legal newspaper, and has a bona fide circulation of more than two hundred copies weekly, and has been published within the County of Perkins for more than fifty-two successive weeks prior to the first publication of said notice, and is printed in whole in an office maintained in Lemmon, South Dakota, the place of publication of said newspaper. That the full amount of the fees for publication of

the annexed notice is \$ 11.63 and inures solely to the benefit of said publishers, that no agreement or understanding for a division thereof has been made with any other person and that no part thereof has been agreed to be paid to any person whomsoever.

F. M. Satter

Subscribed and sworn to before me this 31 day of December, 1964

Clifford Rapperty
Notary Public, South Dakota

APPROPRIATION OF WATER

Office of State Water Resources Commission, Pierre, South Dakota, Nov. 25, 1964

Notice is hereby given that the City of Lemmon, S. Dak., has made an application in accordance with the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use .33 cubic feet of water per second of time from ground water through the Lemmon City Well No. 7, the point of diversion of which is to be located in the SE1-4 of the NE1-4 of Section 20 Twp. 22N Range 16E. Said water to be used for the purpose of providing municipal supplies for the City of Lemmon.

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 20th day of January, 1965, at 2 P.M. All interested persons may appear and be heard.

Appropriate action will be taken by the Water Resources Commission after suitable time has elapsed for the consideration of any or all information presented.

State Water Resources Commission

By:

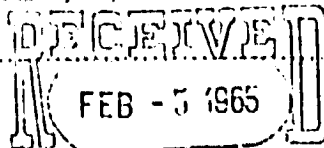
BURTON F. JONES

Water Right Specialist

(Pub. Dec. 3, 10, 17, 24, 1964)

Publication Fees \$.....

Received Payment,



STATE WATER RESOURCES COMM.
PIERRE SOUTH DAKOTA

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SUPPLEMENTARY

TO MICROFILM FILE

139-1

PLANS AND SPECIFICATIONS
FOR
LEMMON CITY WELL NO. 7
LEMMON, SOUTH DAKOTA
1964

Brady Engineering
CONSULTING ENGINEERS
SPEARFISH, SOUTH DAKOTA

NOTICE TO CONTRACTORS

SEALED BIDS WILL BE RECEIVED BY THE CITY AUDITOR OF LEMMON, SOUTH DAKOTA, FOR FURNISHING ALL MATERIALS, LABOR AND EQUIPMENT FOR THE CONSTRUCTION OF A WATER WELL, WELL HOUSE AND CONNECTING PIPING FOR THE CITY OF LEMMON, SOUTH DAKOTA, UNTIL 8:00 O'CLOCK P.M., MOUNTAIN STANDARD TIME, ON THE ____ DAY OF OCT 5, 1964. AT THAT TIME BIDS WILL BE PUBLICLY OPENED AND AWARD MADE AS EARLY AS PRACTICABLE. THE RIGHT IS RESERVED BY THE CITY TO REJECT ANY OR ALL BIDS OR TO ACCEPT ANY BID CONSIDERED MOST ADVANTAGEOUS TO THE CITY.

THE WELL IS TO BE APPROXIMATELY 900 FEET DEEP WITH AN ESTIMATED 850 FEET OF 8-INCH I.D. CASING AND AN ESTIMATED 50 FEET OF 6" STAINLESS STEEL SCREEN AND GRAVEL PACK. THE CONTRACTOR SHALL ALSO FURNISH AND INSTALL A SUBMERSIBLE PUMP.

DETAILED SPECIFICATIONS, BID FORMS AND BIDDING INSTRUCTIONS MAY BE SECURED FROM THE CITY AUDITOR AT LEMMON, SOUTH DAKOTA, OR FROM BRADY ENGINEERING COMPANY AT SPEARFISH, SOUTH DAKOTA.

PAYMENTS WILL BE MADE IN CASH.

By ORDER OF THE CITY COUNCIL

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. SEALED BIDS FOR FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR THE CONSTRUCTION OF A WATER WELL AND FURNISHING AND INSTALLING A SUBMERSIBLE PUMP AND CONSTRUCTION OF A WELL HOUSE AND CONNECTING PIPING WILL BE RECEIVED BY THE CITY AUDITOR OF LEMMON, SOUTH DAKOTA, UNTIL 7:30 P.M., MOUNTAIN STANDARD TIME, ON THE _____ DAY OF _____, 1964, AT WHICH TIME THE BIDS WILL BE OPENED AND PUBLICLY READ, AFTER WHICH BIDS WILL BE CONSIDERED AND AWARDS MADE AS EARLY AS PRACTICABLE.
2. PROPOSAL FORM. BIDS MUST BE MADE UPON THE BLANK FORMS PROVIDED. THE BLANK SPACES MUST BE PROPERLY FILLED IN AS MADE AND NO CHANGES SHALL BE MADE IN THE PROPOSALS. THE PROPOSAL FORM MUST NOT BE DETACHED FROM THESE SPECIFICATIONS. THESE SPECIFICATIONS AND PROPOSAL WILL FORM A PART OF THE CONTRACT.
3. WORK MUST BE BEGUN WITHIN TEN (10) DAYS AFTER DATE OF NOTICE OF AWARD OF THE CONTRACT AND COMPLETED WITHIN THE TIME SET BY THE BIDDER IN HIS PROPOSAL.
4. THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITY IN ANY BID RECEIVED, TO ACCEPT ANY BID CONSIDERED ADVANTAGEOUS TO THE OWNER AND ALSO TO DISREGARD ANY FAILING OR IRRESPONSIBLE BIDDER OR CONTRACTOR KNOWN AS SUCH.
5. NO EXTRA WORK OF ANY KIND WILL BE ALLOWED UNLESS ORDERED BY THE ENGINEER, IN WHICH CASE THE PRICE OF SUCH WORK SHALL BE AGREED UPON PRIOR TO STARTING OF SUCH WORK. SUCH AGREEMENT SHALL BE IN WRITING AND SHALL BE SIGNED BY THE ENGINEER AND THE CONTRACTOR AND APPROVED BY THE OWNER.
6. A BOND SATISFACTORY TO THE OWNER IN THE SUM OF ONE HUNDRED PER CENT (100%) OF THE SUM OF THE CONTRACT WILL BE REQUIRED.
7. THE BIDDER MUST, IF DESIRED, SATISFY THE OWNER OF HIS PRACTICAL AND FINANCIAL ABILITY TO PERFORM THE WORK ON WHICH HE BIDS.
8. A CERTIFIED CHECK, CASHIER'S CHECK OR BANK DRAFT IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA IN THE AMOUNT OF FIVE PER CENT (5%) OF THE BID OR A BID BOND IN THE AMOUNT OF 20% OF THE BID MUST ACCOMPANY EACH BID. SUCH CERTIFIED CHECK OR BOND MUST BE DEPOSITED AS A GUARANTY THAT THE BIDDER, IF SUCCESSFUL, WILL FURNISH A SATISFACTORY BOND FOR THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN ON THE PLANS, AND FURNISH ALL MATERIALS AND EQUIPMENT IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND THIS PROPOSAL WITHIN TEN (10) DAYS AFTER NOTICE OF THE AWARD; AND IF HE FAILS OR REFUSES TO DO SO, SAID CHECK, BANK DRAFT OR BOND SHALL BE FORFEITED TO THE OWNER AS LIQUIDATED DAMAGES FOR SUCH FAILURE. THE CHECK OR BOND OF THE SUCCESSFUL BIDDER WILL BE RETURNED TO HIM UPON FURNISHING SATISFACTORY PERFORMANCE BOND, AND WHEN HE SHALL HAVE ACTUALLY COMMENCED

THE CONSTRUCTION OF SAID IMPROVEMENTS. CHECKS OR BONDS OF UNSUCCESSFUL BIDDERS WILL BE RETURNED WHEN THE BIDS ARE REJECTED.

9. ALL BIDS MUST BE SELF-EXPLANATORY. NO OPPORTUNITY WILL BE GIVEN FOR ORAL EXPLANATION UNLESS THE OWNER DESIRES A MORE FULL EXPLANATION FOR THE PARTICULAR OR PECULIAR DEVICES USED.

10. PAYMENT WILL BE MADE AS SPECIFIED UNDER "PRICES AND PAYMENT," PAGE C-13 IN THE CONTRACT.

11. PROPOSALS DRAWN TO COMPLY WITH INSTRUCTIONS SHALL BE SEALED IN A PLAIN ENVELOPE MARKED: BID FOR WATER WELL, PUMP WELL HOUSE AND PIPING FOR THE CITY OF LEMMON, SOUTH DAKOTA, AND FILED WITH THE CITY AUDITOR BEFORE THE TIME SET FOR THE OPENING OF SAID BIDS.

12. PROPOSALS SHALL BE PUBLICLY OPENED AND READ AT THE TIME MENTIONED AND BIDDERS ARE ENTITLED TO BE PRESENT. PROPOSALS RECEIVED AFTER TIME SET FOR OPENING WILL BE RETURNED UNOPENED TO THE BIDDERS.

13. ALTERNATE BIDS. IF ANY BIDDER WISHES TO PROPOSE A DIFFERENT TYPE OF CONSTRUCTION HE MAY SUBMIT A SEPARATE DESCRIPTION OF THE TYPE OF CONSTRUCTION HE PROPOSES WITH A STATED PRICE FOR THE WORK. HOWEVER, HE MUST ALSO BID THE ITEMS AS LISTED IN THE ATTACHED PROPOSAL FORM IN ORDER FOR HIS ALTERNATE BID TO BE CONSIDERED.

BRADY ENGINEERING COMPANY

PROPOSAL
FOR
WATER WELL NO. 7

CITY OF LEMMON, SOUTH DAKOTA

To: THE CITY COUNCIL
LEMMON, SOUTH DAKOTA

GENTLEMEN:

AFTER MAKING CAREFUL EXAMINATION OF THE PLANS AND SPECIFICATIONS AND LOCATION OF THE PROPOSED LEMMON WATER WELL NO. 7, THE UNDERSIGNED AGREES TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS THAT ARE NECESSARY TO COMPLETE IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND UNDER THE CONDITIONS NAMED, THE FOLLOWING ITEMS OF WORK OR MATERIALS AT THE PRICES NAMED.

NOTE: BIDDERS ON GROUP A MUST ALSO BID GROUP B BUT MAY OR MAY NOT BID GROUP C. GROUP C MAY BE BID SEPARATELY.

GROUP A - WELL CONSTRUCTION

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1. DRILLING 14" BORE HOLE TO ESTIMATED APPROXIMATE DEPTH OF 900 FEET.	FOOT	900	\$ _____	\$ _____
2. FURNISH AND SET 8 5/8" OD, 24#, J-55 CASING	FOOT	850	_____	_____
3. MOVE-IN AND SETTING-UP COST FOR GROUTING CASING	LUMP SUM	1	_____	_____
4. GROUTING MATERIAL	94# BAG	600	_____	_____
5. FOR FURNISHING (BUT NOT INSTALLING) 6" STAINLESS STEEL SCREEN	FOOT	50	_____	_____
6. FOR FURNISHING (BUT NOT INSTALLING) 5 1/2"-14# CASING EXTENSION	FOOT	40	_____	_____
7. FOR FURNISHING (BUT NOT INSTALLING) FILTER SAND FOR GRAVEL PACK	CU. FT.	70	_____	_____
8. FOR INSTALLING IN THE WELL THE 6" SCREEN, 5 1/2" CASING EXTENSION AND GRAVEL PACK	JOB	1	_____	_____
9. FOR FURNISHING, INSTALLING AND REMOVING ALL REQUIRED TEST PUMPING EQUIPMENT (BUT NOT OPERATING) JOB		1	_____	_____
10. FOR RUNNING PUMP TEST	Hour	24	_____	_____
TOTAL BID GROUP A				\$ _____

LEMMON WELL
No. 7

GROUP B - PERMANENT PUMP EQUIPMENT

1. WE AGREE TO FURNISH, INSTALL AND TEST, READY FOR OPERATION, ALL REQUIRED PERMANENT PUMPING EQUIPMENT AND CONTROLS FOR OUR ACTUAL DELIVERED INVOICE COST OF SUCH EQUIPMENT PLUS A LUMP SUM OF..... \$ _____

GROUP C - PUMP HOUSE AND PIPING

- | | | | | |
|---|-------|-----|----------|----------|
| 1. WELL HOUSE BUILDING COMPLETE INCLUDING FLOOR SLAB, EMBANKMENT AND GRADING. | JOB | 1 | \$ _____ | \$ _____ |
| 2. ALL PIPING IN WELL HOUSE INCLUDING METER, VALVES, FITTINGS ETC. TO FIVE FEET OUTSIDE BUILDING AND INCLUDING CHLORINATION EQUIPMENT | JOB | 1 | _____ | _____ |
| 3. FOUR INCH MECH. JOINT CIP TO WATER MAIN FROM 5 FEET OUTSIDE BUILDING | L.F. | 50 | _____ | _____ |
| 4. FOUR INCH GATE VALVE AND VALVE BOX | EACH | 1 | _____ | _____ |
| 5. CAST IRON FITTINGS TO CONNECT TO WATER MAIN | POUND | 200 | _____ | _____ |
| TOTAL BID GROUP C | | | \$ _____ | \$ _____ |

ENCLOSED IS A CERTIFIED CHECK OR BANK DRAFT IN THE AMOUNT OF \$ _____ (AT LEAST 5% OF THE BID) OR A BID BOND IN THE AMOUNT OF 20% OF THE AMOUNT BID, WHICH WILL BE FOREFEITED AS LIQUIDATED DAMAGES TO THE CITY OF LEMMON IN THE EVENT WE ARE AWARDED THE CONTRACT AND DO NOT ENTER INTO THE CONTRACT AS SET FORTH HEREIN.

AS BIDDER ON GROUP A AND GROUP B WE AGREE TO START WORK WITHIN TEN DAYS AFTER EXECUTION OF THE CONTRACT AND WILL PROGRESS WITH THE WORK AT SUCH A RATE THAT ALL WORK WILL BE COMPLETED WITHIN _____ CALENDAR DAYS AFTER EXECUTION OF THE CONTRACT. IN ADDITION TO THE ABOVE CALENDAR DAYS, WE WILL BE ALLOWED EXTRA TIME FOR ANY ACTUAL TIME SPENT WAITING FOR DELIVERY OF PERMANENT PUMPING EQUIPMENT. THE PAYMENTS LISTED ABOVE SHALL BE CONSIDERED FULL PAYMENT FOR COMPLETING THE WORK AS SPECIFIED.

AS BIDDER ON GROUP C WE WILL COMPLETE ALL WORK SPECIFIED WITHIN THIRTY DAYS AFTER THE GROUP A AND GROUP B CONTRACTOR HAS COMPLETED HIS WORK.

RESPECTFULLY SUBMITTED:

ADDRESS: _____

CONTRACTOR
 BY _____

RETURN OF BID GUARANTEE

I HEREBY ACKNOWLEDGE THE RETURN OF OUR BID GUARANTEE IN
THE AMOUNT OF \$ _____.

BY: _____

DATE: _____

GENERAL SPECIFICATIONS

1. DEFINITION OF TERMS

OWNER	THE TERM "OWNER" SHALL BE HELD TO MEAN <u>THE CITY OF LEMMON, SOUTH DAKOTA</u>
CONTRACTOR	THE TERM "CONTRACTOR" SHALL BE HELD TO MEAN THE PERSON OR PERSONS, CO-PARTNERSHIP, COMPANY, OR CORPORATION WHOSE BID FOR THE WORK HAS BEEN ACCEPTED BY THE OWNER.
ENGINEER	THE TERM "ENGINEER" SHALL BE HELD TO MEAN THE ENGINEER FOR THE OWNER.
PLANS	THE TERM "PLANS" SHALL BE HELD TO MEAN THE OFFICIAL DRAWINGS OR REPRODUCTIONS THEREOF PERTAINING TO THE WORK.
SPECIFICATIONS	THE TERM "SPECIFICATIONS" INCLUDES THE DEFINITION OF TERMS, GENERAL PROVISIONS AND CONSTRUCTION DETAILS.

2. GENERAL PROVISIONS

- A. WORK TO BE DONE. THE WORK TO BE DONE SHALL CONSIST OF THE CONSTRUCTION OF A WATER WELL, FURNISH & INSTALL PUMPING EQUIPMENT AND CONSTRUCTION OF WELL HOUSE AND CONNECTING PIPING.
- B. SUPERVISION. THE WORK SHALL BE DONE UNDER THE DIRECTION AND TO THE SATISFACTION OF THE ENGINEER, SUBJECT TO ACCEPTANCE BY THE OWNER UPON THE ENGINEER'S RECOMMENDATIONS.
- C. INTERPRETATION OF PLANS AND SPECIFICATIONS. THE PLANS AND SPECIFICATIONS WILL BE HELD TO COVER ALL WORK THAT COULD REASONABLY BE INFERRED AS NECESSARY FOR A COMPLETE AND WORKMANLIKE JOB. NO DEVIATIONS THERETO WILL BE PERMITTED EXCEPT AS AUTHORIZED BY THE ENGINEER.
- D. MATERIALS. THE CONTRACTOR WILL FURNISH ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PROPERLY CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS WITHIN THE SCOPE OF THE CONTRACT, ACCORDING TO THE PLANS AND SPECIFICATIONS THERETO; INCLUDING SUCH MATERIALS, LABOR AND EQUIPMENT AS MAY BE NEEDED, STREET BARRICADES, FLARES, OR SUCH OTHER DEVICES AS MAY BE REQUIRED DURING CONSTRUCTION TO MAINTAIN SAFE OPERATING CONDITIONS FOR THE PERSONNEL EMPLOYED THEREON AND FOR THE PUBLIC AT LARGE. THE CONTRACTOR WILL FURNISH A COMPETENT GENERAL FOREMAN OR SUPERINTENDENT WHO WILL EXERCISE RESPONSIBLE SUPERVISION OVER THE WORK AND REPRESENT THE CONTRACTOR IN PERFORMING THE WORK.
- E. LINES AND GRADES. THE ENGINEER WILL GIVE THE LOCATION AND GRADES FOR THE WORK, AND NO WORK DEPENDING ON SUCH LOCATION OR GRADE SHALL BE UNDERTAKEN UNTIL THESE HAVE BEEN ESTABLISHED. BENCH MARKS, GRADE STAKES, ETC., SHALL BE PRESERVED WITH DUE CARE BY THE SUPERINTENDENT IN CHARGE OF CONSTRUCTION.
- F. CLEANING UP. BEFORE FINAL ACCEPTANCE BY THE OWNER, THE PROJECT SHALL BE COMPLETELY POLICED AND ALL UNUSED MATERIALS AND RUBBISH SHALL BE REMOVED AND THE PROJECT MUST BE LEFT IN A NEAT, WORKMANLIKE CONDITION.

CONSTRUCTION DETAILS
MATERIAL AND EQUIPMENT

1. GENERAL

- A. LOCATION: THE WELL IS TO BE LOCATED IN THE SOUTH EAST CORNER OF LOT 7 BLOCK 10, SMITHS ADDITION AS INDICATED ON THE PLANS.
- B. THE OWNER SHALL FURNISH SUCH LAND AS THE CONTRACTOR MAY REASONABLY REQUIRE FOR STORAGE OF MATERIALS AND EQUIPMENT AND FOR NECESSARY PITS, ETC. THE OWNER SHALL NOT BE LIABLE FOR DAMAGE TO ADJOINING PROPERTY RESULTING FROM THE CONTRACTOR'S OPERATIONS.
- C. IT IS EXPECTED THAT MOST OF THE DRILLING WILL BE THROUGH SHALES, CLAY AND SAND. HOWEVER, THE OWNER MAKES NO GUARANTEE AS TO MATERIAL OR FORMATIONS THAT WILL BE ENCOUNTERED.

1. MATERIALS

A. CASING: THE CONTRACTOR SHALL FURNISH MANUFACTURER'S CERTIFIED STATEMENT AS TO GRADE AND WEIGHT OF PIPE FURNISHED. ALL MATERIAL MUST BE NEW, FIRST CLASS MATERIAL. NO MILL REJECT MATERIAL WILL BE ACCEPTED. ALL CASING SHALL BE J55 OR BETTER.

1. 8-5/8" O.D. CASING SHALL HAVE A NOMINAL WEIGHT OF AT LEAST 24 POUNDS PER LINEAL FOOT, INCLUDING COUPLINGS. JOINTS SHALL BE LONG THREADS.
2. THE BLANK CASING SECTION TO BE INSTALLED ON THE UPPER END OF THE SCREEN SHALL BE 5 1/2" O.D., GRADE J55 OR BETTER AND HAVE A WEIGHT PER FOOT, INCLUDING COUPLINGS, OF 14 POUNDS.

B. GROUT SHALL BE A MIXTURE COMPOSED OF PORTLAND CEMENT AND WATER. NOT OVER SIX GALLONS OF WATER PER CUBIC FOOT OF CEMENT SHALL BE USED. AN ADDITIVE SHALL BE USED WITH THE CEMENT TO DECREASE THE WEIGHT TO APPROXIMATELY THE WEIGHT OF THE DRILLING MUD.

C. THE SCREEN SHALL BE NOMINAL 6-INCH SIZE STAINLESS STEEL SCREEN AS MANUFACTURED BY EDWARD E. JOHNSON, INC., OR COOK WELL STRAINER CO., OR APPROVED EQUAL. IT IS EXPECTED THAT THE SLOT SIZE WILL BE 30 TO 40 THOUSANDTHS OF AN INCH, BUT THE EXACT DETERMINATION WILL BE MADE BY THE SCREEN MANUFACTURER BASED ON ANALYSIS OF THE FORMATION SAMPLES.

D. GRAVEL PACK MATERIAL SHALL BE GRADED AS RECOMMENDED BY THE SCREEN MANUFACTURER. THE SAND USED FOR THE GRAVEL PACK MUST BE PRODUCED BY A FIRM SPECIALIZING IN PRODUCING THIS KIND OF MATERIAL SUCH AS "GOPHER STATE SILICA, INC." OF LESUER, MINNESOTA, OR THE "EAU CLAIRE SAND AND GRAVEL COMPANY" OF EAU CLAIRE, WISCONSIN. THE CONTRACTOR SHALL HAVE ON HAND BEFORE STARTING TO SET AND GRAVEL PACK THE SCREEN AT LEAST ONE (1) CUBIC FOOT OF SAND FOR EACH FOOT OF SCREEN AND BLANK SECTION TO BE SET PLUS 20 CUBIC FEET. THE SAND SHALL BE OF SILICA OF UNIFORM SIZE WITH ROUNDED GRAINS.

E. PUMPING EQUIPMENT: THE PUMPING EQUIPMENT TO BE INSTALLED SHALL CONSIST OF A SUBMERSIBLE PUMP AND COLUMN PIPE, POWER CABLES, MAIN

LEMMON WELL
No. 7

DISCONNECT SWITCH, PUMP PANEL, LOW WATER "SHUTOFF" PROBES WITH ELECTRICAL CONDUCTORS TO THE SURFACE, LOW VOLTAGE RELAY, ONE-QUARTER INCH AIR LINE, PRESSURE GAUGE, HAND AID PUMP, AND SANITARY WELL SEAL.

THE EXACT MAKE AND CAPACITY OF THE EQUIPMENT SHALL BE SPECIFIED BY THE OWNER, BASED ON THE RESULTS OF THE PUMPING TEST. IT IS EXPECTED THAT A 20 HORSEPOWER PUMPING UNIT WILL BE SPECIFIED WITH THE PUMP SUCTION SET AT APPROXIMATELY 500 TO 600 FEET BELOW THE GROUND SURFACE. THE ELEVATION OF THE PROBES AND LOWER END OF THE AIR LINE SHALL BE SET AS INDICATED ON THE ATTACHED PLAN SHEET No. 2.

AS EXPLAINED ELSEWHERE, THE CONTRACTOR WILL BE PAID THE ACTUAL INVOICE COST OF THIS EQUIPMENT DELIVERED TO LEMMON PLUS HIS LUMP SUM BID PRICE FOR INSTALLING.

II EQUIPMENT

THE CONTRACTOR SHALL PROVIDE ALL TOOLS, DERRICKS, ENGINES, PUMPS AND OTHER MACHINERY AND EQUIPMENT OF WHATEVER DESCRIPTION THAT ARE NECESSARY TO COMPLETE ALL WORK SPECIFIED OR IMPLIED HEREIN. THE MACHINERY, TOOLS AND EQUIPMENT SHALL BE IN GOOD CONDITION AND ADEQUATE TO PERFORM ALL WORK REQUIRED IN ACCORDANCE WITH THESE SPECIFICATIONS.

IV TESTING AND PUMPING EQUIPMENT

THE CONTRACTOR SHALL FURNISH THE NECESSARY EQUIPMENT AND QUALIFIED PERSONNEL TO PERFORM ALL TESTING AND PUMPING REQUIRED BY THESE SPECIFICATIONS AND KEEP AN ACCURATE RECORD OF ALL SUCH TESTS.

EQUIPMENT TO BE FURNISHED SHALL INCLUDE, BUT IS NOT NECESSARILY LIMITED TO THE FOLLOWING:

1. A PUMP AND MOTOR CAPABLE OF PUMPING 100 GALLONS PER MINUTE FROM A DEPTH OF 500 FEET CONTINUOUSLY FOR 24 HOURS.
2. AN ACCURATE MEASURING DEVICE TO MEASURE THE QUANTITY OF WATER PUMPED. THIS MEASURING DEVICE SHALL CONSIST OF A METER OR CALIBRATED WEIR OR OTHER ACCEPTABLE DEVICE.
3. AN AIR LINE OF AT LEAST 500 FEET IN LENGTH WITH AN ACCURATE PRESSURE GAUGE READING FROM ZERO POUNDS TO 150 POUNDS PER SQUARE INCH PRESSURE, OR FROM ZERO FEET TO 350 FEET. AN AIR PUMP OR AIR CYLINDERS WITH A CAPACITY OF 150 POUNDS PER SQUARE INCH.

LOG RECORD AND SAMPLES

A. THE CONTRACTOR SHALL KEEP AN ACCURATE RECORD OF THE LOCATION OF THE TOP AND BOTTOM OF EACH STRATUM PENETRATED AND SHALL SAVE AND

LEMMON WELL
No. 7

DELIVER TO THE ENGINEER A SAMPLE OF MATERIAL TAKEN FROM EACH TEN FEET OF DRILLING AND AT EVERY CHANGE IN FORMATION. EACH SAMPLE SHALL BE ENCLOSED IN A SUITABLE CONTAINER PLAINLY LABELED WITH THE DEPTH AT WHICH TAKEN AND THE DATE TAKEN. THE CONTAINERS SHALL BE FURNISHED BY THE CONTRACTOR.

WRITTEN LOGS SHALL BE KEPT BY THE CONTRACTOR'S SUPERINTENDENT SHOWING THE WELL LOG INCLUDING DESCRIPTION AND TOP AND BOTTOM DEPTH OF EACH FORMATION AND THE DRILLING TIME FOR EACH FIVE FEET OF DEPTH. A COPY OF THIS WRITTEN LOG SHALL BE AVAILABLE TO THE ENGINEER AT ALL TIMES.

B. FAILURE ON THE PART OF THE CONTRACTOR TO OBTAIN, PRESERVE AND DELIVER SUCH SAMPLES OR RECORDS TO THE ENGINEER SHALL BE CONSIDERED AN ACTUAL DAMAGE TO THE OWNER AND SHALL AUTHORIZE THE OWNER TO RETAIN FROM MONIES DUE OR TO BECOME DUE THE CONTRACTOR THE SUM OF \$10.00 AS LIQUIDATED DAMAGES FOR EACH SAMPLE THAT THE CONTRACTOR FAILS TO PROVIDE.

RECORD OF CASING INSTALLED

THE CONTRACTOR SHALL KEEP AN ACCURATE RECORD AS ASSEMBLED OF THE ORDER, NUMBER, SIZE AND LENGTHS OF THE INDIVIDUAL PIECES OF PIPE AND SCREEN AND ALL OTHER MATERIAL OR EQUIPMENT INSTALLED IN THE WELL.

INVOICE FOR MATERIALS

THE CONTRACTOR SHALL BE REQUIRED TO FURNISH TO THE ENGINEER A COPY OF INVOICES FOR ALL MATERIAL DELIVERED TO THE JOB SITE INCLUDING CASING, CEMENT, SCREEN AND PUMPING EQUIPMENT AND CONTROLS.

PITS

PITS SHALL BE LARGE ENOUGH SO THAT NO APPRECIABLE AMOUNT OF CUTTINGS SHALL BE CARRIED THROUGH THE PITS AND CIRCULATED BACK DOWN THE WELL. THE ENGINEER MAY REQUIRE THE PITS TO BE ENLARGED OR ADDITIONAL PITS TO BE CONSTRUCTED IF IT IS DETERMINED THAT THE CUTTINGS ARE BEING CARRIED THROUGH TO THE PUMP INTAKE.

QUALIFICATION REQUIREMENTS

THE CONTRACTOR MAY BE REQUIRED TO PROVIDE SATISFACTORY PROOF OF HIS FINANCIAL AND TECHNICAL ABILITY TO CONSTRUCT A WELL OF THIS TYPE. HE SHALL HAVE HAD PREVIOUS EXPERIENCE IN CONSTRUCTING WELLS OF THIS DEPTH AND SIZE. HE MAY BE REQUIRED TO SUBMIT PROOF THAT HE HAS ADEQUATE EQUIPMENT AND EXPERIENCED PERSONNEL TO PERFORM ALL WORK REQUIRED.

SPECIAL ATTENTION IS MADE AT THIS TIME TO THE SPECIFICATIONS FOR "DEVELOPING AND TESTING." THE CONTRACTOR MUST HAVE A PUMP AVAILABLE TO TEST THIS WELL WITH A PUMP CAPABLE OF PUMPING AT LEAST 100 GPM

LEMMON WELL
No. 7

CD-4

FROM A MAXIMUM DEPTH OF 500 FEET AND SUITABLE EQUIPMENT FOR ACCURATELY MEASURING THE DEPTH TO THE WATER SURFACE WHILE PUMPING AND FOR MEASURING THE PUMPING RATE.

AFTER THE WELL HAS BEEN COMPLETED THE PITS SHALL BE CLEANED OUT AND BACKFILLED. THE AREA AROUND THE WELL WILL BE CLEANED UP OF ALL MATERIALS USED BY THE CONTRACTOR, INCLUDING CEMENT SACKS, LUMBER, THREAD PROTECTORS FROM THE CASING, ETC.

LEMMON WELL
No.7

GENERAL CONSTRUCTION PROCEDURE

A. SURFACE PIPE

THE CONTRACTOR MAY DRILL THE FIRST 20 FEET AT A DIAMETER OF APPROXIMATELY 15 INCHES AND IMMEDIATELY SET 20 FEET OF 12-INCH CMP OR OTHER TYPE PIPE. THIS 12-INCH PIPE IS NOT CONSIDERED PART OF THE PERMANENT WELL BUT SHALL SERVE ONLY TO PROTECT THE TOP OF THE HOLE DURING CONSTRUCTION. THE CONTRACTOR MAY GROUT THE 12-INCH CASING BY ANY METHOD HE CHOOSES.

NO SEPARATE PAYMENT SHALL BE MADE FOR DRILLING THE 20 FEET OF 15-INCH HOLE OR FURNISHING, SETTING AND GROUTING THE 20 FEET OF 12-INCH PIPE. THE CONTRACTOR SHALL ABSORB THE COST OF THIS WORK AND MATERIAL IN HIS OTHER BID ITEMS.

THIS 12-INCH SURFACE PIPE IS FOR THE CONTRACTOR'S OWN USE IN MAINTAINING THE SURFACE CONDITION OF THE HOLE AND IF HE PREFERENCES TO CONSTRUCT THE WELL WITHOUT SETTING THIS 20 FEET OF SURFACE PIPE HE MAY DO SO AT HIS OWN RISK.

B. DRILLING 14-INCH BORE HOLE

THE 14" (INCH) BORE HOLE SHALL BE DRILLED TO AN APPROXIMATE DEPTH OF 900 FEET, AT WHICH DEPTH IT IS ANTICIPATED AN ADEQUATE WATER BEARING SAND FORMATION WILL BE FOUND. IF THE SAMPLES FROM THAT DEPTH INDICATE A SATISFACTORY FORMATION MAY EXTEND DEEPER, THE CONTRACTOR MAY BE REQUIRED TO CONTINUE TO A GREATER DEPTH BUT PROBABLY NOT DEEPER THAN TO A TOTAL DEPTH OF 1100 FEET.

THE BORE HOLE SHALL NOT VARY MORE THAN TWO DEGREES FROM VERTICAL; THE HOLE SHALL BE STRAIGHT ENOUGH TO ALLOW THE SATISFACTORY USE OF A COMMERCIAL TURBINE PUMP WITHOUT UNDUE CURVATURE OF THE SHAFTING.

AFTER THE 8-5/8 INCH CASING HAS BEEN SET BUT BEFORE CEMENTING, THE CONTRACTOR MAY BE REQUIRED TO DEMONSTRATE THIS BY THE FOLLOWING MEANS OR BY OTHER METHODS APPROVED BY THE ENGINEER.

A DUMMY SHALL BE CONSTRUCTED, 40 FEET IN LENGTH WITH THREE RINGS, EACH RING 12 INCHES WIDE AND SEVEN INCHES IN DIAMETER. THE RINGS SHALL BE TRULY CYLINDRICAL AND SHALL BE SPACED ONE AT EACH END OF THE DUMMY AND ONE RING IN THE CENTER THEREOF. THE SPOKES OF THE RINGS SHALL BE AT RIGHT ANGLES TO THE VERTICAL AXIS OF THE DUMMY. THIS DUMMY SHALL BE LOWERED INTO THE WELL AND SHALL MOVE FREELY WITHOUT BINDING THROUGH THE ENTIRE LENGTH OF THE 8-INCH CASING. SHOULD THE DUMMY FAIL TO MOVE FREELY THROUGHOUT THIS ENTIRE LENGTH, THE ALIGNMENT OF THE WELL SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE OR SHOULD HE FAIL TO CORRECT THIS ALIGNMENT, A NEW WELL SHALL BE CONSTRUCTED BY THE CONTRACTOR AT HIS OWN EXPENSE AT A POINT TO BE DESIGNATED BY THE ENGINEER.

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THIS TEST, IF REQUIRED, SHALL BE MADE BEFORE GROUTING THE CASING.

PAYMENT FOR THIS SECTION OF THE CONTRACT SHALL BE MADE AS FOLLOWS:

PAYMENT SHALL BE MADE AT THE BID PRICE PER FOOT FOR "DRILLING 14-INCH BORE HOLE" FOR THE ACTUAL LINEAL FEET FROM SURFACE TO TOTAL DEPTH. IT IS ANTICIPATED THIS 14-INCH BORE HOLE WILL BE DRILLED TO A TOTAL DEPTH OF 900 FEET BUT IF THE ACTUAL TOTAL DEPTH IS GREATER OR LESS, THE PAYMENT PER FOOT OF HOLE ACTUALLY DRILLED SHALL BE AS STATED IN THE PROPOSAL FOR THIS ITEM.

C. ELECTRIC LOGGING

ELECTRIC LOGGING OF WELL SHALL BE DONE IMMEDIATELY AFTER COMPLETION OF THE 14" (FOURTEEN INCH) BOREHOLE. THE ELECTRIC LOGGING SHALL BE DONE BY OTHERS, BUT THE CONTRACTOR SHALL BE REQUIRED TO GIVE WHAT ASSISTANCE IS REQUIRED TO COMPLETE THE LOGGING INCLUDING GETTING THE HOLE IN SATISFACTORY CONDITION TO ACCOMPLISH THE LOGGING. THIS LOGGING SHALL BE DONE IN AS SHORT A TIME AS POSSIBLE AND IN A MANNER THAT WILL CAUSE THE CONTRACTOR THE LEAST POSSIBLE DELAY, BUT NO EXTRA PAYMENT WILL BE MADE TO THE CONTRACTOR FOR "SHUT DOWN" TIME OR "RIG TIME" WHILE THE LOG IS BEING RUN AND ANALYZED. THE EXACT LENGTH OF 8 5/8" CASING TO BE INSTALLED, WILL BE DETERMINED FROM THE FIELD PRINT OF THE ELECTRIC LOG.

THE EXACT LENGTH OF SCREEN TO BE INSTALLED SHALL ALSO BE DETERMINED FROM THE FIELD PRINT OF THE ELECTRIC LOG AND THE CONTRACTOR WILL BE DIRECTED TO ORDER THE SCREEN. THE CONTRACTOR SHALL SUBMIT SAMPLES TO THE SCREEN MANUFACTURER OF THE CUTTINGS FROM THE SECTION TO BE SCREENED FOR THE SCREEN MANUFACTURER'S USE IN DESIGNING THE SCREEN SLOT SIZE.

D. FURNISHING AND SETTING THE 8-5/8" O.D.

THE 8-5/8" SHALL BE SET AS SHOWN ON THE ATTACHED PLAN SHEET TO THE DEPTH DETERMINED FROM THE ELECTRIC LOG. CENTRALIZERS SHALL BE PROVIDED AT LEAST EVERY 120 FEET ON THE CASING TO INSURE THAT THE CASING WILL BE CENTERED IN THE HOLE. THE EXACT CASING LENGTHS ASSEMBLED AND INSTALLED SHALL BE CALCULATED TO SET THE BOTTOM OF THE 8-5/8" CASING AT THE ELEVATION DETERMINED BY THE ENGINEER. DURING THE GROUTING OPERATION AND FOR AT LEAST TWELVE HOURS AFTER COMPLETION OF THE GROUTING THE ENTIRE CASING STRING SHALL BE SOLIDLY SUPPORTED FROM THE SURFACE AT THE ELEVATION DESCRIBED ABOVE.

IF THE CONTRACTOR PREFERS TO INSTALL THE CASING BY SOME OTHER METHODS THAN DESCRIBED, HE SHALL SUBMIT HIS PROPOSAL TO THE ENGINEER AND MAY ALTER THIS METHOD ONLY ON APPROVAL OF THE ENGINEER.

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PAYMENT FOR THIS SECTION OF THE CONTRACT SHALL BE MADE AT THE BID PRICE PER LINEAL FOOT OF 8-5/8" CASING ACTUALLY FURNISHED AND SET. NO EXTRA PAYMENT WILL BE MADE FOR CENTRALIZERS, CEMENT BASKET OR FOR OTHER INCIDENTAL WORK OR MATERIALS REQUIRED.

E. GROUTING CASING

THE ANNULAR SPACE BETWEEN THE CASING AND THE HOLE SHALL BE FILLED WITH CEMENT GROUT. GROUT SHALL BE PROPORTIONED OF CEMENT AND THE MINIMUM QUANTITY OF WATER (NOT OVER SIX GALLONS PER CUBIC FOOT OF CEMENT) REQUIRED TO GIVE A MIXTURE OF SUCH CONSISTENCY THAT IT CAN BE FORCED THROUGH THE GROUT PIPES. THE MIXTURE, METHOD OF MIXING, AND CONSISTENCY OF GROUT SHALL BE APPROVED BY THE ENGINEER. AN ADDITIVE SHALL BE USED TO REDUCE THE WEIGHT OF THE GROUT TO APPROXIMATELY THAT OF THE DRILLING MUD.

A "METAL BASKET" OR OTHER MEANS APPROVED BY THE ENGINEER MUST BE USED TO PREVENT THE GROUT FROM ENTERING THE WATER BEARING FORMATION. ALSO, THE CONTRACTOR SHALL HAVE THE HOLE CONDITIONED WITH HEAVY MUD BEFORE STARTING GROUTING. THE CASING SHALL BE PERFORATED ABOVE THE "METAL BASKET" AND A PACKER SET IN THE BOTTOM OF THE CASING. THE GROUT SHALL BE FORCED OUT THROUGH THE PERFORATIONS TO COMPLETELY FILL THE ANNULAR SPACE BETWEEN THE CASING AND THE WALLS OF THE BORE HOLE FROM THE BOTTOM OF THE CASING TO THE GROUND SURFACE. BEFORE STARTING THE GROUTING OPERATION THE DRILLING MUD MUST BE FREELY CIRCULATED FROM THE BOTTOM OF THE CASING UP THROUGH THE ANNULAR SPACE TO INSURE FREE PASSAGE OF THE GROUT.

AT THE TIME THE GROUTING IS DONE FIVE ONE-PINT TEST SAMPLES IN CARDBOARD CARTONS OF THE ACTUAL GROUTING MIXTURE SHALL BE FURNISHED TO THE ENGINEER. AFTER THE GROUTING IS COMPLETED ALL WORK ON THE WELL SHALL BE SUSPENDED FOR AT LEAST TWENTY-FOUR HOURS OR UP TO FORTY-EIGHT HOURS IF, IN THE OPINION OF THE ENGINEER, THE TEST SAMPLES HAVE NOT "SET" SUFFICIENTLY HARD IN TWENTY-FOUR HOURS.

BEFORE STARTING THE GROUTING OPERATION, THE CONTRACTOR SHALL SUBMIT A DETAILED EXPLANATION TO THE ENGINEER OF THE EXACT METHOD HE PROPOSES TO USE. THE ENGINEER MAY APPROVE VARIATIONS FROM THE METHOD OUTLINED HEREIN IF HE BELIEVES THE VARIATIONS PROPOSED WILL PRODUCE SATISFACTORY RESULTS.

PAYMENT FOR GROUTING SHALL BE MADE IN TWO PARTS AS FOLLOWS:

- (1) FOR FURNISHING ALL REQUIRED GROUTING EQUIPMENT TO THE JOB AND FOR SETTING UP TO PUMP IN THE GROUTING MIXTURE, THE CONTRACTOR SHALL BE PAID HIS LUMP SUM CONTRACT PRICE UNDER ITEM 3 "MOVE-IN AND SET-UP COST."
- (2) FOR FURNISHING AND PUMPING INTO PLACE, THE CEMENT AND LIGHTWEIGHT ADDITIVES, THE CONTRACTOR SHALL BE PAID HIS CONTRACT PRICE UNDER ITEM 4 FOR EACH 94 POUNDS OF GROUTING MATERIAL

ACTUALLY USED IN THE GROUTING OPERATION. THESE TWO PAYMENTS SHALL COVER ALL COST OF GROUTING THE CASING INCLUDING THE CEMENT BASKET AND ANY OTHER MATERIAL OR EQUIPMENT NEEDED TO SATISFACTORILY COMPLETE THE CEMENTING JOB. NO ADDITIONAL PAYMENT WILL BE MADE FOR RIG-TIME OR SHUT-DOWN-TIME WHILE WAITING FOR THE GROUT TO SET.

F. FURNISHING AND SETTING SCREEN AND GRAVEL PACKING

BEFORE STARTING THIS PART OF THE WORK THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A DETAILED DESCRIPTION OF THE METHOD HE PROPOSES TO USE IN SETTING THE SCREEN AND GRAVEL PACKING.

BEFORE STARTING THIS PART OF THE WORK, THE DRILL PIPE SHALL BE RUN TO THE BOTTOM OF THE HOLE AND ANY GROUT DRILLED OUT AND CLEAR WATER CIRCULATED THROUGH THE WELL TO REMOVE ALL DRILLING MUD AND CUTTINGS. THE LOWER END OF THE DRILL PIPE SHALL BE EQUIPPED WITH AN ACCEPTABLE MEANS OF DIVERTING THE WATER AGAINST THE SIDES OF THE OPEN HOLE TO REMOVE ALL MUD CAKE.

AFTER THE HOLE HAS BEEN CLEANED, THE SCREEN SHALL BE RUN TO THE BOTTOM OF THE HOLE. THE SCREEN SHALL BE PROVIDED WITH CENTRALIZERS AT 25 FOOT SPACING. THE CENTRALIZERS SHALL BE OF A TYPE THAT WILL EXPAND TO A 14" DIAMETER BELOW THE 8" CASING BUT SHALL ALLOW THE SCREEN TO BE PULLED BACK THROUGH THE 8" CASING IF NECESSARY. THE GRAVEL PACK MIXED WITH WATER SHALL BE PUMPED DOWN AROUND THE OUTSIDE OF THE SCREEN AT THE SAME TIME THAT THE WATER IS BEING RETURNED FROM THE BOTTOM OF THE INSIDE OF THE SCREEN TO THE GROUND SURFACE.

IT SHALL NOT BE PERMISSIBLE TO "DUMP" THE SAND IN THE CASING AT THE SURFACE WITHOUT A POSITIVE MEANS OF PLACING THE SAND AROUND THE SCREEN.

AFTER COMPLETION OF THE GRAVEL PACKING CLEAR WATER SHALL BE CIRCULATED THROUGH THE GRAVEL PACK AND SCREEN AND RETURNED TO THE SURFACE FROM THE BOTTOM OF THE SCREEN TO REMOVE ALL FINE SAND FROM INSIDE THE SCREEN. WHEN THE RETURN WATER IS CLEAR, SUFFICIENT CHLORINE SHALL BE ADDED TO THE WATER BEING CIRCULATED THROUGH THE WELL TO PROVIDE AT LEAST 100 PARTS PER MILLION OF CHLORINE. THIS CHLORINE SOLUTION SHALL BE CIRCULATED UNTIL THE CHLORINE IS APPARENT IN THE RETURN WATER AND THEN THE CIRCULATION STOPPED AND THE CHLORINE LEFT IN THE WELL.

PAYMENT FOR THIS PART OF THE CONTRACT SHALL BE MADE AS FOLLOWS:

- (1) PAYMENT FOR "FURNISHING THE 6" NOMINAL SCREEN" SHALL BE MADE AT THE BID PRICE PER FOOT OF SCREEN ACTUALLY FURNISHED FOR THIS ITEM. THIS PAYMENT SHALL BE CONSIDERED COMPENSATION FOR FURNISHING THE SCREEN TO THE SITE BUT NOT FOR INSTALLING.

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2. PAYMENT FOR "FURNISHING THE 5½"-14# CASING SHALL BE MADE AT THE BID PRICE PER FOOT FOR THE AMOUNT OF CASING ACTUALLY INSTALLED. THIS PAYMENT SHALL BE CONSIDERED COMPENSATION FOR FURNISHING THE 5½" CASING TO THE SITE BUT NOT FOR INSTALLING.
3. PAYMENT FOR FURNISHING THE FILTER SAND SHALL BE MADE AT THE BID PRICE PER CUBIC FOOT OF ACCEPTABLE FILTER SAND DELIVERED TO THE SITE. THIS PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING THE FILTER SAND TO THE SITE BUT NOT FOR PLACING.
4. PAYMENT SHALL BE MADE FOR INSTALLING THE 6" STAINLESS STEEL SCREEN AND 5½" CASING EXTENSION AND FILTER SAND AT THE LUMP SUM BID PRICE FOR INSTALLING AND GRAVEL PACKING SCREEN AND PLANK EXTENSION (Bid Item #8). THIS PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR INSTALLING THE SCREEN AND 5½" CASING EXTENSION AND THE GRAVEL PACK, FOR CLEANING THE WELL AND FOR DISINFECTION. NO SEPARATE PAYMENT WILL BE MADE FOR SCREEN CENTRALIZERS, CHLORINE, RIG TIME OR ANY OTHER LABOR, MATERIALS OR EQUIPMENT REQUIRED TO COMPLETE THIS PART OF THE CONTRACT.

G. DEVELOPING AND TESTING THE WELL

1. AFTER THE WELL HAS BEEN COMPLETED, THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR CONDUCTING A FINAL PUMPING TEST. THE TEST SHALL BE RUN AS HEREINAFTER DESCRIBED.
2. TEST PUMP
THE CONTRACTOR MUST FURNISH AND INSTALL NECESSARY PUMPING EQUIPMENT CAPABLE OF PUMPING TO THE REQUIRED POINT OF DISCHARGE A MAXIMUM OF AT LEAST 100 GPM BUT WITH SATISFACTORY THROTTLING DEVICES SO THAT THE DISCHARGE MAY BE REDUCED TO 25 GPM. THE PUMP SUCTION SHALL BE SET AT A MAXIMUM DEPTH OF 500 FEET BELOW THE SURFACE BUT IF THE WELL WILL PRODUCE A STEADY 100 GPM FROM A LESSER DEPTH THE PUMP MAY BE SET HIGHER. HOWEVER, IF IT IS NECESSARY TO LOWER THE PUMP TO PRODUCE 100 GPM IT SHALL BE LOWERED AT THE CONTRACTOR'S EXPENSE. THE PUMPING UNIT SHALL BE COMPLETE WITH PRIME MOVER OF AMPLE POWER, CONTROLS AND APPURTENANCES AND SHALL BE CAPABLE OF BEING OPERATED WITHOUT INTERRUPTION FOR A PERIOD OF 24 HOURS.
3. AUXILIARY EQUIPMENT
THE CONTRACTOR SHALL FURNISH ALL NECESSARY DISCHARGE PIPING FOR THE PUMPING UNIT, WHICH SHALL BE OF SUFFICIENT SIZE AND LENGTH TO CONDUCT THE WATER BEING PUMPED A DISTANCE OF 25 FEET FROM THE WELL. HE SHALL ALSO FURNISH,

INSTALL AND MAINTAIN EQUIPMENT OF APPROVED SIZE AND TYPE FOR MEASURING THE FLOW OF WATER; SUCH EQUIPMENT TO BE AN ORIFICE OR WATER METER. A WATER METER WILL BE PREFERRED. TO MEASURE THE ELEVATION OF THE WATER LEVEL IN THE WELL, A $\frac{1}{4}$ " COPPER AIR LINE COMPLETE WITH GAUGE, HAND PUMP AND VALVE OR AN ACCEPTABLE ELECTRIC PROBE WITH SUSPENSION WIRE MARKED AT 25' INTERVALS SHALL BE PROVIDED. UNLESS OTHERWISE PERMITTED, THE AIR LINE SHALL BE SECURELY FASTENED TO THE PUMPING UNIT AND SHALL TERMINATE 20 FEET ABOVE THE PUMP SUCTION.

4. DURATION OF TEST

THE CONTRACTOR SHALL FURNISH ALL LABOR, MOTIVE POWER, LUBRICATING OIL AND OTHER NECESSARY MATERIALS, EQUIPMENT, LABOR AND SUPPLIES REQUIRED AND SHALL OPERATE THE PUMPING UNIT AT SUCH RATES OF DISCHARGE AND FOR SUCH PERIODS OF TIME AS DIRECTED. ACCIDENTAL INTERRUPTIONS MAY, IF SO AGREED UPON BETWEEN THE CONTRACTOR AND THE ENGINEER, BE COMPENSATED FOR BY CORRESPONDINGLY EXTENDING THE TIME OF THE COMPLETION OF THE TEST RUN. TIME STATED FOR THE DURATION OF THE FINAL TEST IS AN ESTIMATE ONLY AND THE ENGINEER RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO EXTEND SUCH PERIOD OF TEST, OR TO MAKE ADDITIONAL TESTS OR TO REDUCE THE TIME OF THE TEST.

5. DETERMINATION OF DRAWDOWN

THE MAIN PURPOSE OF THIS PART OF THE CONTRACT IS TO DETERMINE THE DRAWDOWN LEVEL FOR VARIOUS PUMPING RATES. THE CONTRACTOR SHALL ACCURATELY DETERMINE THE FINAL DRAWDOWN LEVEL FOR PUMPING RATES OF 25GPM, 50 GPM, 75 GPM AND 100 GPM OR MAXIMUM CAPACITY OF THE WELL FROM THE 500 FOOT DEPTH. THE PUMP SHALL BE OPERATED AT EACH OF THE ABOVE RATES FOR A PERIOD OF ONE HOUR AFTER THE WATER HAS REACHED A STATIC LEVEL BEFORE INCREASING THE PUMPING RATE TO THE NEXT PUMPING RATE.

6. AFTER THE DRAWDOWN FOR 100 GPM OR THE MAXIMUM CAPACITY OF THE WELL AT 500 FOOT LEVEL HAS BEEN ESTABLISHED, THE PUMPING TESTS SHALL BE CONTINUED AT THAT RATE UNTIL THE WATER IS CLEAR AND FREE OF SAND.
7. THE CONTRACTOR SHALL FURNISH THE ENGINEER A COMPLETE WRITTEN REPORT ON THE PUMPING TESTS. THE REPORT SHALL INCLUDE THE WATER LEVEL RECORDED EACH FIVE MINUTES FROM THE START OF THE TEST UNTIL THE WATER LEVEL HAS REMAINED CONSTANT FOR ONE HOUR AT THE MAXIMUM WELL CAPACITY OR AT 100GPM. THE TIME OF EACH CHANGE IN PUMPING RATE SHALL BE SHOWN.

PAYMENT FOR TEST PUMPING SHALL BE MADE IN TWO PAYMENTS AS FOLLOWS:

1. FURNISHING, INSTALLING AND REMOVING ALL REQUIRED TEST PUMPING EQUIPMENT SHALL BE PAID FOR AT THE LUMP SUM BID PRICE UNDER Bid Item No. 9 of Group A.
2. THE PUMP TEST SHALL BE PAID FOR AT THE BID PRICE PER HOUR UNDER Bid Item No. 10 of Group A FOR THE ACTUAL HOURS THAT THE TEST PUMP IS OPERATED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.

H. FURNISHING AND INSTALLING PERMANENT PUMPING EQUIPMENT (Bid Item No. 1, Group B).

UNDER THIS ITEM THE CONTRACTOR SHALL FURNISH AND INSTALL READY FOR OPERATION A SUBMERSIBLE PUMPING UNIT AND CONTROLS AS DESCRIBED UNDER "MATERIALS" AND AS SHOWN ON THE ATTACHED PLAN SHEETS.

IT IS ESTIMATED THAT THIS WELL WILL PRODUCE 75 TO 100 GPM FROM A PUMPING LEVEL OF LESS THAN 500 FEET.

THE PUMPING CAPACITY OF THE PUMP TO BE INSTALLED AND THE SETTING DEPTH SHALL BE DETERMINED ON THE BASIS OF THE TEST PUMPING. IMMEDIATELY AFTER COMPLETION OF THE PUMP TEST, THE OWNER SHALL ADVISE THE CONTRACTOR AS TO THE SIZE PUMP TO BE INSTALLED AND THE SETTING DEPTH.

THE PUMP COLUMN AND ALL OTHER EQUIPMENT INSTALLED IN THE WELL SHALL BE DISINFECTED BY COVERING ALL PARTS OF THE EQUIPMENT, INSIDE AND OUT, WITH A SOLUTION OF 100 PARTS PER MILLION OF CHLORINE IMMEDIATELY BEFORE BEING INSTALLED IN THE WELL.

THE OWNER WILL REQUEST QUOTATIONS INCLUDING TRANSPORTATION TO LEMMON FROM PUMP MANUFACTURERS FOR ALL EQUIPMENT REQUIRED UNDER THIS ITEM. THE OWNER AND THE ENGINEER WILL DECIDE WHICH MANUFACTURER'S EQUIPMENT SHALL BE INSTALLED. THE OWNER WILL THEN DIRECT THE CONTRACTOR IN WRITING TO FURNISH A SPECIFIC MAKE AND MODEL OF EACH PIECE OF EQUIPMENT AND WILL FURNISH THE CONTRACTOR WITH A COPY OF THE MANUFACTURER'S QUOTATION. THE CONTRACTOR SHALL THEN PURCHASE AND INSTALL THE SPECIFIC EQUIPMENT ORDERED BY THE OWNER. AFTER DELIVERY OF EQUIPMENT THE CONTRACTOR SHALL FURNISH THE OWNER WITH A COPY OF THE INVOICE COVERING THE COST OF ALL EQUIPMENT FURNISHED UNDER THIS ITEM, INCLUDING TRANSPORTATION TO LEMMON, SOUTH DAKOTA.

THE CONTRACTOR, UNDER GROUP A AND B, SHALL FURNISH AND SET THE 3/4" PLYWOOD PANEL ON 2" PIPE AS INDICATED. ALL CONTROL EQUIPMENT SHALL BE RIGIDLY MOUNTED ON THE PANEL AND HE SHALL ALSO MOUNT ON THE PANEL TWO 220 VOLT POWER OUTLETS AND A SOCKET FOR 220 V. LAMP. ONE OF THE OUTLETS SHALL BE WIRED WITH THE PUMP MOTOR TO BE ENERGIZED WHEN THE PUMP IS RUNNING AND "DEAD" WHEN

THE PUMP IS NOT RUNNING. THE OTHER OUTLET SHALL BE WIRED INDEPENDENTLY OF THE PUMP.

HE SHALL PROVIDE THE POWER SUPPLY FROM THE METER POLE : UNDERGROUND CONDUIT TO THE PANEL. THE METER POLE AND POWER TO THE METER BASE SHALL BE PROVIDED BY OTHERS. THE METER POLE WILL NOT BE MORE THAN 15 FEET FROM THE CONTROL PANEL. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR FURNISHING AND SETTING THE PANEL, THIS COST SHALL BE CONSIDERED INCIDENTAL TO OTHER CONTRACT ITEMS.

THE REASON FOR THE UNDERGROUND POWER SERVICE AND FREE STANDING CONTROL PANEL IS TO ALLOW COMPLETE REMOVAL OF THE WELL HOUSE TO FACILITATE FUTURE WELL WORK.

PAYMENT WILL BE MADE FOR THIS BID ITEM No. 1, of Group B AS FOLLOWS:

THE OWNER WILL PAY THE CONTRACTOR AN AMOUNT EQUAL TO THE INVOICE COST OF ALL EQUIPMENT FURNISHED UNDER THIS ITEM OF THE CONTRACT PLUS THE LUMP SUM AMOUNT OF HIS BID UNDER ITEM 1 OF GROUP B. THE AMOUNT OF THE CONTRACTOR'S LUMP SUM BID UNDER THIS ITEM SHOULD INCLUDE HIS COST OF ORDERING, HANDLING AND INSTALLING THE EQUIPMENT PLUS HIS PROFIT BUT SHOULD NOT INCLUDE THE COST OF THE EQUIPMENT. THE INVOICE COST OF THE EQUIPMENT WILL BE ADDED TO HIS LUMP SUM BID WHEN PAYMENT IS MADE FOR THIS ITEM. THE INVOICE COST SHALL BE CONSIDERED TO BE THE ACTUAL COST TO THE CONTRACTOR AFTER DEDUCTING ANY DISCOUNTS ALLOWED BY THE MANUFACTURER OR SUPPLIER.

THIS TYPE OF PAYMENT ALLOWS THE OWNER TO CHOOSE THE EXACT TYPE OF EQUIPMENT HE DESIRES AND DOES NOT MAKE IT NECESSARY FOR EACH BIDDING CONTRACTOR TO FIGURE THE CHEAPEST TYPE OF EQUIPMENT IN HIS BID IN ORDER TO SUBMIT THE LOWEST POSSIBLE BID. IT IS ASSUMED THAT THE COST OF INSTALLATION WILL BE APPROXIMATELY THE SAME FOR ANY STANDARD MAKE OF EQUIPMENT.

IMPORTANT NOTE: IF, AFTER THE COMPLETION OF THE PUMP TEST, IT IS DETERMINED THAT THE PUMP USED FOR TESTING IS OF THE PROPER CAPACITY AND DESIGN, THE OWNER RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO LEAVE THE TEST PUMP INSTALLED IN THE WELL AS THE PERMANENT PUMP TO BE FURNISHED UNDER THIS PART OF THE CONTRACT. THE OWNER SHALL NOT CHOOSE THIS ALTERNATIVE UNLESS THE TEST PUMP AND ALL EQUIPMENT INCLUDING THE COLUMN PIPE IS NEW. THE CONTRACTOR SHALL THEN ALSO INSTALL THE LOW WATER "SHUT OFF" PROBES AND CONTROL, AIR LINE, PRESSURE GAUGE AND AIR PUMP AND ALL OTHER REQUIRED EQUIPMENT READY FOR OPERATION.

IF THE CONTRACTOR IS ORDERED TO LEAVE THE TEST PUMPING EQUIPMENT PERMANENTLY INSTALLED IN THE WELL, THE CONTRACTOR WILL BE PAID HIS INVOICE COST (INCLUDING TRANSPORTATION) OF ALL PUMPING AND CONTROL EQUIPMENT LEFT INSTALLED INCLUDING PUMP, COLUMN PIPE, CABLES, WELL SEAL, LOW WATER SHUT OFF PROBES AND WIRES, RELAY, MOTOR STARTER, AIR LINE, GAUGE AND PUMP. IN THIS CASE, THE

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I. WELL HOUSE BUILDING

UNDER THIS ITEM THE CONTRACTOR SHALL FILL THE BUILDING AREA TO THE REQUIRED SUBGRADE ELEVATION AS INDICATED ON THE PLANS BEFORE PLACING THE FLOOR SLAB. THE FILL MUST BE COMPACTED BY HAND OR MECHANICAL TAMPING IN MAXIMUM THREE INCH LAYERS. IF NECESSARY FOR PROPER COMPACTING THE FILL SHALL BE WATERED. THE FILL AROUND THE BUILDING SHALL BE SLOPED AS INDICATED ON THE PLANS.

THE SAND CUSHION MATERIAL MAY BE ANY NON PLASTIC GRAULULAR MATERIAL WITH A MAXIMUM SIZE OF 1/2" AND NOT MORE THAN 5% PASSING A 100 MESH SIEVE. THE SAND CUSHION SHALL BE WET BEFORE PLACING THE CONCRETE SLAB.

THE CONCRETE FOR THE SLAB SHALL BE ONE PART PORTLAND CEMENT, TWO PARTS CONCRETE SAND AND TWO PARTS ROCK OF A MAXIMUM SIZE OF ONE INCH.

THE FLOOR SURFACE SHALL BE STEEL TROWELED AND SLOPED UNIFORMLY ONE INCH FROM ALL WALLS TO THE DOOR.

ALL LUMBER SHALL BE No. 2 GRADE OR BETTER AND ALL CARPENTRY WORK SHALL FOLLOW NORMAL GOOD PRACTICES.

THE ANCHOR BOLTS, STRAP IRON ANCHORS AND LAG SCREWS AS SHOWN ON THE PLANS SHALL BE PROVIDED TO ALLOW EASY REMOVAL OF THE BUILDING FROM THE FLOOR SLAB TO FACILITATE FUTURE WORK ON THE WELL.

PAYMENT FOR THE WELL HOUSE SHALL BE MADE AT THE BID PRICE UNDER ITEM 1 OF GROUP C AND SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL MATERIAL, LABOR AND EQUIPMENT TO COMPLETE THE BUILDING INCLUDING GRADING, CONCRETE, LUMBER, ROOFING, INSULATION, ASBESTOS CEMENT BOARD LINING, DOOR, PAINTING AND MISCELLANEOUS MATERIAL REQUIRED TO COMPLETE THE BUILDING AS INDICATED. THIS ITEM DOES NOT INCLUDE ANY PIPING OR ELECTRICAL WORK.

J. PIPING IN WELL HOUSE

UNDER BID ITEM No. 2 OF GROUP C THE CONTRACTOR SHALL FURNISH AND INSTALL ALL PIPING INDICATED IN THE PLANS FROM THE WELL DISCHARGE TO A POINT FIVE FEET OUTSIDE THE BUILDING. THIS SHALL INCLUDE THE METER, CHECK VALVE, 3" VALVE AND ALL OTHER FITTINGS AND PIPE REQUIRED. THE STEEL PIPE SHALL BE STANDARD WEIGHT GALVANIZED. THE CAST IRON PIPE SHALL BE CLASS 150 FLANGED AND/OR MECHANICAL JOINT AS INDICATED IN THE PLANS.

UNDER THIS ITEM, THE CONTRACTOR SHALL ALSO FURNISH AND INSTALL COMPLETE READY FOR OPERATION THE HYPOCHLORINATOR INCLUDING SOLUTION HOSES, CONNECTION TO MAIN, SOLUTION TANK AND STAND FOR THE TANK AND HYPOCHLORINATOR. NOTE THAT THE SOLUTION PUMP MOTOR MUST BE 220 VOLT.

THE HYPOCHLORINATOR SHALL HAVE A CAPACITY OF APPROXIMATELY 10 GALLONS PER HOUR WITH INTERCHANGABLE PULLEYS TO REDUCE CAPACITY TO 5.8 OR TO 1.4 GALLONS PER HOUR.

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PAYMENT UNDER ITEM 2 OF GROUP C SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING AND INSTALLING ALL OF THE PIPING REQUIRED IN THE PUMP HOUSE AND FOR FURNISHING AND INSTALLING THE HYPOCHLORINATOR ALL AS INDICATED ON THE PLANS AND AS DESCRIBED ABOVE.

K. PIPING FROM WELL HOUSE TO MAIN.

UNDER ITEMS 3, 4, AND 5 OF GROUP C, THE CONTRACTOR SHALL FURNISH AND INSTALL THE 4" CIP FROM FIVE FEET OUTSIDE THE WELL HOUSE TO THE CITY MAIN IN THE STREET AND SHALL FURNISH AND INSTALL THE 4" GATE VALVE AND BOX AND ALL NECESSARY FITTINGS TO MAKE THE CONNECTION TO THE MAIN.

THE PIPE SHALL BE LAID TO PROVIDE A MINIMUM COVER OF FIVE FEET. THE BACKFILL TO SIX INCHES ABOVE THE PIPE SHALL BE TAMPED IN SIX INCH LIFT. MAKING UP THE JOINTS AND ALL OTHER INSTALLATION OPERATIONS SHALL CONFORM TO THE MANUFACTURERS RECOMMENDATIONS AND NORMAL GOOD PRACTICES FOR THIS WORK.

PAYMENT SHALL BE MADE AT THE BID PRICE PER UNIT AS STATED IN BID ITEMS 3, 4 AND 5 OF GROUP C AND SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT TO COMPLETE THE INSTALLATION IN ACCORDANCE WITH THE PLANS.

CONTRACT

THIS CONTRACT MADE AND ENTERED INTO THIS _____ DAY OF _____, 19____, BY AND BETWEEN _____, OF THE STATE OF _____, PARTY OF THE FIRST PART, HEREINAFTER DESIGNATED AS THE OWNER, AND _____, PARTY OF THE SECOND PART, HEREINAFTER DESIGNATED AS THE CONTRACTOR.

WITNESS: THAT THE CONTRACTOR FOR AND IN CONSIDERATION OF THE COVENANTS, AGREEMENTS, AND PAYMENTS HEREINAFTER MENTIONED TO BE MADE AND PERFORMED BY THE OWNER HEREBY COVENANTS AND AGREES TO AND WITH THE OWNER AS FOLLOWS:

1. DEFINITION OF TERMS: WHENEVER THE WORD OR EXPRESSION OWNER IS USED IN THIS CONTRACT IT SHALL BE UNDERSTOOD AS REFERRING TO _____ OF THE STATE OF _____.

WHENEVER THE WORD OR EXPRESSION CONTRACTOR IS USED IT SHALL BE UNDERSTOOD TO MEAN THE PERSON, PERSONS, CO-PARTNERSHIPS, OR CORPORATIONS REPRESENTATIVES WHO HAS/HAVE BEEN AWARDED THE CONTRACT FOR PERFORMING THE WORK SPECIFIED HEREIN.

WHENEVER THE WORD ENGINEER IS USED IN THIS CONTRACT IT SHALL BE UNDERSTOOD AS REFERRING TO THE ENGINEER FOR THE OWNER OR SUCH OTHER ENGINEER, SUPERINTENDENT, OR INSPECTOR AS MAY BE AUTHORIZED BY SAID OWNER.

DESCRIPTION OF WORK: THE CONTRACTOR HEREBY AGREES TO CONSTRUCT IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND IN THE LOCATION DESIGNATED, THE VARIOUS ITEMS OF WORK AWARDED SAID PARTY OF THE SECOND PART, BEING ITEMS NUMBERED: _____

AS SHOWN IN THE SCHEDULE OF PRICES BID IN THE ATTACHED PROPOSAL WHICH IS A PART OF THIS CONTRACT.

2. RIGHTS AND RESPONSIBILITIES OF OWNER:

A. INSPECTION AND SUPERVISION. IT IS AGREED BY THE CONTRACTOR THAT THE OWNER SHALL BE AND IS HEREBY AUTHORIZED TO APPOINT FROM TIME TO TIME SUCH ENGINEER, SUPERINTENDENT, OR INSPECTOR AS THEY DEEM PROPER, TO INSPECT THE MATERIAL TO BE FURNISHED AND THE WORK TO BE DONE UNDER THIS AGREEMENT AND IN ACCORDANCE WITH THE SPECIFICATIONS THEREFORE. THE CONTRACTOR SHALL FURNISH ALL AID AND ASSISTANCE REQUIRED BY THE ENGINEER, SUPERINTENDENT, OR INSPECTOR FOR THE PROPER INSPECTION AND EXAMINATION OF THE WORK AND ALL PARTS OF THE SAME. THE CONTRACTOR SHALL REGARD AND OBEY THE DIRECTIONS AND INSTRUCTIONS OF ANY ENGINEER, SUPERINTENDENT, OR INSPECTOR SO APPOINTED WHEN THE SAME ARE CONSISTENT WITH THE OBLIGATIONS OF THIS AGREEMENT AND OF THE SPECIFICATIONS ATTACHED HERETO, OR SAID CONTRACTOR SHALL IMMEDIATELY APPEAL TO THE ENGINEER FOR HIS DECISION, AND SHALL RESPECT SUCH DECISION WHEN SO RENDERED.

B. Right of Access and Collateral Work. The Owner reserves the right to enter the property or location on which the works herein contracted for are to be constructed, or installed by such agent or agents as it may elect for the purpose of constructing or installing such collateral works as the Owner may desire. Such collateral works will be constructed, or installed with as little hindrance or interference as possible with the Contractor. The Contractor hereby agrees not to interfere with or prevent the performance of such collateral work by the agent or agents of the Owner or to claim any extra compensation or damages by delays or hindrances which may be caused by the construction or installation of such collateral work.

The Owner, its engineers, agents or employees, may for any and all purposes which may be required by their contract, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Any differences or conflicts which may arise between the Contractor and the Owner shall be adjusted and determined by the Engineer.

C. Changes, Alterations and Extra Work. The Contractor further agrees that the Owner may make such alterations as they may see fit in the line, grade, form, dimensions, plan or material of the work herein contemplated, or any part thereof, either before or after the commencement of the construction.

If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damages or anticipated profits on the work that may be dispensed with. If they increase the amount of work, such increase shall be paid for according to the quantity of work actually done, and at the prices established for such work under this contract; provided, however, that if the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, that the Owner shall recompense the Contractor for any material or labor so used. No work shall be regarded as extra work unless it is ordered in writing by the Engineer and approved by the Governing Board of the Owner and with the agreed price for the same specified in said order, provided said price for the work is not otherwise determined by this contract. All claims for extra work shall be made to the Owner within sixty days after its completion, and failing to make such claims within this time, all rights of the Contractor for extra pay for such work shall be forfeited.

D. Discrepancies and Omissions. This agreement, including the specifications and plans, is intended to be sufficient to show all work to be done and material to be furnished hereunder.

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in

ACCORDANCE WITH THE BEST PRACTICE, AND IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE PLANS AND SPECIFICATIONS, OR OTHERWISE, OR IN THE EVENT OF ANY DOUBT AS TO THE MEANING OF ANY PORTION OF THE CONTRACT, SPECIFICATIONS, OR PLANS, THE ENGINEER SHALL DEFINE WHICH IS INTENDED TO APPLY TO THE WORK, AND THE CONTRACTOR SHALL BE BOUND BY SUCH DECISION. ANY WORK OR MATERIAL NOT SHOWN ON THE DRAWINGS OR DESCRIBED IN THE SPECIFICATIONS BUT WHICH MAY BE FAIRLY IMPLIED AS INCLUDED IN ANY ITEM OF THE CONTRACT, SHALL BE DONE AND FURNISHED BY THE CONTRACTOR WITHOUT ADDITIONAL CHARGE THEREFORE.

THE OWNER WILL FURNISH ALL REAL ESTATE AND RIGHTS-OF-WAY REASONABLY NECESSARY FOR THE WORK, INCLUDING LAND NEEDED FOR THE CONSTRUCTION, FOR WASTE DUMPS, FOR CAMP SITES, AND FOR ACCESS TO THE WORK.

IN CASE OF SERIOUS DELAYS IN THE ACQUISITION OF THE NECESSARY LAND FOR THIS PURPOSE, AN EXTENSION OF TIME WILL BE GRANTED THE CONTRACTOR SUFFICIENT TO COMPENSATE THEREFORE. THE CONTRACTOR SHALL HAVE NO COMPENSATION FOR MINOR DELAYS OR INTERRUPTION CAUSED BY FAILURE TO SECURE SUCH LAND, BUT SHALL RECEIVE COMPENSATION FOR THE ACTUAL LOSSES OCCASIONED BY SERIOUS DELAYS.

3. AUTHORITY FOR THE ENGINEER:

A. SUPERVISIONS. IT IS MUTUALLY AGREED BETWEEN THE PARTIES TO THIS CONTRACT THAT THE ENGINEER SHALL SUPERVISE AND DIRECT ALL WORK INCLUDED HEREIN. TO PREVENT ALL DISPUTES AND TO DISCOURAGE LITIGATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES OF THIS CONTRACT THAT IF IT CANNOT BE OTHERWISE AGREED, THE ENGINEER SHALL IN ALL CASES DETERMINE THE AMOUNT OF THE QUANTITIES OF THE SEVERAL KINDS OF WORK WHICH ARE TO BE PAID FOR UNDER THIS CONTRACT, AND HE SHALL DETERMINE ALL QUESTIONS IN RELATION TO SAID WORK AND THE CONSTRUCTION THEREOF, AND SHALL IN ALL CASES ARBITRATE EVERY QUESTION WHICH MAY ARISE RELATIVE TO THE EXECUTION OF THIS CONTRACT ON THE PART OF SAID CONTRACTOR, AND HIS ESTIMATE AND FINDINGS SHALL BE THE CONDITION PRECEDENT TO THE RIGHT OF THE CONTRACTOR TO ANY ACTION ON THE CONTRACT AND TO ANY RIGHTS TO RECEIVE ANY MONEY UNDER THE CONTRACT.

B. DURATION OF WORK. WHENEVER IT IS NECESSARY IN ORDER TO ASSURE THE SAFE AND PROPER CONSTRUCTION OF THE WORK, THE ENGINEER SHALL DETERMINE THE TIMES AND SEASONS AND THE ORDER OF PRECEDENCE UNDER WHICH THE WORK SHALL BE DONE. WHERE THE OWNER IS HAVING OTHER WORK DONE, EITHER BY CONTRACT OR BY ITS OWN FORCE, THE ENGINEER SHALL DIRECT THE MANNER OF CONSTRUCTING THE WORK DONE UNDER THIS CONTRACT IN ORDER THAT CONFLICTS MAY BE AVOIDED AND THE VARIOUS WORKS BEING DONE FOR THE OWNER MAY BE HARMONIZED.

C. ASSISTANTS AND INSPECTORS. THE WORD "ENGINEER" SHALL MEAN THE ENGINEER FOR THE OWNER OR HIS DULY AUTHORIZED AGENT, ASSISTANT ENGINEER, SUPERINTENDENT, AND INSPECTORS ACTING SEVERALLY WITHIN THE SCOPE OF THE PARTICULAR DUTIES ASSIGNED TO THEM.

D. INSPECTORS. IT IS MUTUALLY AGREED THAT THE INSPECTORS ON THIS WORK SHALL NOT BE REGARDED AS DEPUTY ENGINEERS, BUT THEIR DUTIES SHALL BE TO REPORT TO THE ENGINEER IN CHARGE ANY DEVIATION FROM THE SPECIFICATIONS, AND WHEN NECESSARY TO ORDER THE WORK STOPPED UNTIL THE ENGINEER IN CHARGE CAN GIVE HIS OPINION CONCERNING THE DISPUTED QUESTION.

ALL DECISIONS REGARDING THE CHARACTER OF WORK TO BE DONE OR MATERIAL TO BE FURNISHED OR THE INTERPRETATION OF THE SPECIFICATIONS SHALL BE REFERRED TO THE ENGINEER IN CHARGE, AND THE INSPECTORS SHALL MAKE NO CHANGES OR DEVIATIONS FROM THE SPECIFICATIONS OR ALLOWANCES OF ANY KIND WITHOUT WRITTEN AUTHORITY TO THAT EFFECT FROM THE ENGINEER IN CHARGE. IT IS FURTHERMORE AGREED BY THE PARTIES TO THIS CONTRACT THAT IN CASE THE ENGINEER IN CHARGE IS OBLIGATED TO BE ABSENT FROM THE WORK FOR CONSIDERABLE TIME AND IT BECOMES NECESSARY TO DELEGATE HIS AUTHORITY DURING HIS ABSENCE TO ANY ONE OF SAID INSPECTORS, SAID INSPECTOR SHALL BE APPOINTED IN WRITING AND SUCH AUTHORITY WILL CEASE WITHOUT NOTICE ON RETURN OF THE ENGINEER.

E. LINES AND GRADES. ALL LINES AND GRADES SHALL BE FURNISHED BY THE ENGINEER, BUT THE CONTRACTOR SHALL PROVIDE SUCH ORDINARY LABOR AS MAY REASONABLY BE REQUIRED BY THE ENGINEER TO ASSIST HIM IN SUCH WORK. WHENEVER NECESSARY, WORK SHALL BE SUSPENDED TO PERMIT THIS WORK, BUT SUCH SUSPENSION WILL BE AS BRIEF AS PRACTICABLE, AND THE CONTRACTOR SHALL BE ALLOWED NO EXTRA COMPENSATION THEREFORE. THE CONTRACTOR SHALL GIVE THE ENGINEER AMPLE NOTICE OF THE TIME AND PLACE WHERE THE LINES AND GRADES WILL BE NEEDED. ALL STAKES, MARKS, ETC., SHALL BE CAREFULLY PRESERVED BY THE CONTRACTOR, AND IN CASE OF THEIR DESTRUCTION OR REMOVAL BY HIM OR HIS EMPLOYEES, SUCH STAKES, MARKS, ETC., SHALL BE REPLACED BY THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

F. QUANTITIES AND MEASUREMENTS. NO EXTRA MEASUREMENTS OF ANY KIND WILL BE ALLOWED IN MEASURING WORK UNDER THIS CONTRACT, BUT THE ACTUAL LENGTH, THE SOLID CONTENTS, THE NUMBER AND WEIGHT ONLY SHALL BE CONSIDERED, UNLESS OTHERWISE SPECIFICALLY PROVIDED.

G. DEFINITION OF TERMS. WHENEVER IN THE SPECIFICATIONS OR DRAWINGS ACCOMPANYING THIS AGREEMENT, THE TERMS OR DESCRIPTIONS OF VARIOUS QUALITIES RELATIVE TO "FINISH," "WORKMANSHIP," AND OTHER QUALITIES OF SIMILAR KIND WHICH CANNOT FROM THEIR NATURE BE SPECIFICALLY AND CLEARLY DESCRIBED AND SPECIFIED, BUT ARE NECESSARILY DESCRIBED IN GENERAL TERMS TO BE "SATISFACTORY," "FIRST CLASS," "WORKMANLIKE," OR DESCRIBED BY OTHER TERMS, THE FULFILLMENT OF WHICH MUST DEPEND ON INDIVIDUAL JUDGMENT, THEN, AND IN ALL SUCH CASES, ANY QUESTION OF THE FULFILLMENT OF SAID SPECIFICATIONS SHALL BE DECIDED BY THE ENGINEER, AND SAID WORK SHALL BE DONE IN ACCORDANCE WITH HIS INTERPRETATION OF THE SAME, AND TO HIS FULL SATISFACTION AND APPROVAL, AND HE SHALL IN ALL CASES BE THE JUDGE OF THE FULFILLMENT THEREOF.

H. EXPLANATION OF PLANS. WHENEVER ANY MISUNDERSTANDING SHALL ARISE CONCERNING THE MEANING AND INTENT OF THE DRAWINGS FURNISHED OR TO BE FURNISHED TO THE CONTRACTOR UNDER THIS AGREEMENT, OR WHENEVER ANY APPARENT DISCREPANCIES SHALL ARISE BETWEEN SAID PLANS AND THE CONTRACT OR SPECIFICATIONS, THE ENGINEER SHALL EXPLAIN THE SAME, AND SAID EXPLANATION SHALL BE FINAL AND BINDING ON BOTH PARTIES TO THIS CONTRACT. SAID ENGINEER MAY AMEND OR CORRECT ANY ERRORS OR OMISSIONS IN THE DRAWINGS OR SPECIFICATIONS WHEN SUCH AMENDMENT OR CORRECTION IS NECESSARY TO BRING OUT THE MEANING AND INTENT WHEN IT IS CLEARLY INDICATED BY A REASONABLE INTERPRETATION OF THE SAME.

I. EMERGENCIES. WHENEVER, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR HAS NOT TAKEN SUFFICIENT PRECAUTION FOR THE SAFETY OF THE PUBLIC OR THE PROTECTION OF THE WORKS TO BE CONSTRUCTED UNDER THIS CONTRACT, OR OF ADJACENT STRUCTURES OR PROPERTY WHICH MAY BE INJURED BY PROCESSES OF CONSTRUCTION ON ACCOUNT OF SUCH NEGLIGENCE, AND WHENEVER IN THE OPINION OF SAID ENGINEER, AN EMERGENCY SHALL ARISE AND IMMEDIATE ACTION SHALL BE CONSIDERED NECESSARY IN ORDER TO PROTECT PUBLIC, PRIVATE, PERSONAL, OR PROPERTY INTERESTS, THEN, AND IN THAT EVENT, THE SAID ENGINEER, WITH OR WITHOUT NOTICE TO SAID CONTRACTOR MAY PROVIDE SUITABLE PROTECTION TO SAID INTERESTS BY CAUSING SUCH WORK TO BE DONE AND MATERIAL TO BE FURNISHED AND PLACED AS SHALL FURNISH SUCH PROTECTION AS SAID ENGINEER MAY CONSIDER NECESSARY AND ADEQUATE.

THE COST AND EXPENSE OF SUCH WORK AND MATERIAL SO FURNISHED SHALL BE BORNE BY SAID CONTRACTOR, AND IF THE SAME SHALL NOT BE PAID ON PRESENTATION OF THE BILLS THEREFORE, THEN SAID COSTS SHALL BE DEDUCTED FROM ANY AMOUNTS DUE OR WHICH MAY BECOME DUE SAID CONTRACTOR.

THE PERFORMANCE OF SUCH EMERGENCY WORK UNDER THE DIRECTION OF THE ENGINEER SHALL IN NO WAY RELIEVE THE CONTRACTOR FROM ANY DAMAGES WHICH MAY OCCUR DURING OR AFTER SAID PRECAUTION HAS BEEN DULY TAKEN BY SAID ENGINEER.

J. PRELIMINARY APPROVAL. NO ENGINEER, SUPERINTENDENT OR INSPECTOR SHALL HAVE ANY POWER TO WAIVE THE OBLIGATIONS OF THIS CONTRACT FOR THE FURNISHING BY THE CONTRACTOR OF GOOD MATERIAL AND OF HIS PERFORMING GOOD WORK AS HEREIN DESCRIBED IN FULL ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. NO FAILURE OR OMISSION OF ANY ENGINEER, SUPERINTENDENT, OR INSPECTOR TO CONDEMN ANY DEFECTIVE WORK OR MATERIAL SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATION TO AT ONCE TEAR OUT, REMOVE, AND PROPERLY REPLACE THE SAME AT ANY TIME UPON THE DISCOVERY OF SAID DEFECTIVE WORK OR MATERIAL.

K. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT. IF AT ANY TIME, THE METHODS OR EQUIPMENT USED BY THE CONTRACTOR ARE FOUND TO BE UNSAFE OR INADEQUATE FOR SECURING THE SAFETY OF THE

WORKMEN OR OTHER PERSONS WHO MAY BE ENDANGERED THEREBY, OR TO SECURE THE QUALITY OF WORK OR THE RATE OF PROGRESS REQUIRED UNDER THIS CONTRACT, THE ENGINEER MAY ORDER THE CONTRACTOR TO INCREASE THEIR SAFETY OR IMPROVE THEIR CHARACTER AND EFFICIENCY, AND THE CONTRACTOR SHALL COMPLY WITH SUCH ORDERS.

IF, AT ANY TIME THE WORKING FORCE OF THE CONTRACTOR IS INADEQUATE FOR SECURING THE PROGRESS HEREIN SPECIFIED, THE CONTRACTOR SHALL, IF SO ORDERED, INCREASE HIS FORCE OR EQUIPMENT, OR BOTH, TO SUCH AN EXTENT AS TO GIVE REASONABLE ASSURANCE OF COMPLIANCE WITH THE SCHEDULE OF PROGRESS.

THE FAILURE OF THE ENGINEER TO MAKE SUCH DEMANDS SHALL NOT RELEASE THE CONTRACTOR OF HIS OBLIGATIONS TO SECURE THE SAFETY OF HIS MEN, THE QUALITY OF HIS WORK, AND THE RATE OF PROGRESS REQUIRED BY THIS CONTRACT.

L. RIGHT TO RETAIN IMPERFECT WORK. IF ANY PART OR PORTION OF THE WORK DONE OR MATERIAL FURNISHED UNDER THIS CONTRACT SHALL PROVE DEFECTIVE AND NOT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND IF THE IMPERFECTION OF THE SAME SHALL NOT BE OF SUFFICIENT MAGNITUDE OR IMPORTANCE AS TO MAKE THE WORK DANGEROUS OR UNDESIRABLE OR IF THE REMOVAL OF SUCH WORK WILL CREATE CONDITIONS WHICH ARE DANGEROUS OR UNDESIRABLE, THE ENGINEER SHALL HAVE THE RIGHT AND AUTHORITY TO RETAIN SUCH WORK, BUT SHALL MAKE SUCH DEDUCTIONS IN THE FINAL PAYMENT THEREFORE AS MAY BE JUST AND REASONABLE.

M. ARBITRATION.

1. ENGINEER'S DECISIONS. THE ENGINEER SHALL, WITHIN A REASONABLE TIME, DECIDE ALL QUESTIONS OR CLAIMS OF EITHER PARTY TO THIS CONTRACT AND ALL MATTERS RELATING TO THE EXECUTION AND PROGRESS OF THE WORK OR THE INTERPRETATION OF THE PLANS, SPECIFICATIONS, AND CONTRACT. UNLESS OTHERWISE PROVIDED, ALL THE ENGINEER'S DECISIONS SHALL BE SUBJECT TO ARBITRATION.

2. ARBITRATION. UNLESS OTHERWISE SPECIFICALLY PROVIDED, ALL QUESTIONS IN DISPUTE UNDER THIS CONTRACT SHALL BE SUBMITTED TO ARBITRATION AT THE CHOICE OF EITHER PARTY TO THIS CONTRACT. THE GENERAL PROCEDURE SHALL CONFORM TO THE LAWS OF THE STATE; AND WHEREVER PERMITTED BY LAW, THE DECISION OF THE ARBITERS MAY BE FILED IN COURT TO CARRY IT INTO EFFECT.

IF THE ENGINEER FAILS TO MAKE A DECISION WITHIN A REASONABLE TIME, AN APPEAL TO ARBITRATION MAY BE TAKEN, AS IF HIS DECISION HAD BEEN RENDERED AGAINST THE PARTY APPEALING. IN SUCH CASES, AND IN CASE OF AN APPEAL FROM THE ENGINEER'S DECISION, THE DEMAND FOR ARBITRATION SHALL BE FILED WITH HIM IN WRITING WITHIN TEN DAYS THEREAFTER; AND, IN NO CASE, LATER THAN THE TIME OF FINAL PAYMENT.

THE PARTIES MAY AGREE UPON ONE ARBITER, OTHERWISE THERE SHALL BE THREE; ONE NAMED IN WRITING BY EACH PARTY, AND THE THIRD CHOSEN BY THE TWO ARBITERS SO SELECTED. SHOULD THE PARTY DEMANDING ARBITRATION FAIL TO NAME AN ARBITER WITHIN TEN DAYS OF THE DEMAND, HIS RIGHT TO ARBITRATE SHALL LAPSE, AND THE DECISION OF THE ENGINEER SHALL BE FINAL AND BINDING UPON HIM. SHOULD THE OTHER PARTY FAIL TO CHOOSE AN ARBITER WITHIN TEN DAYS, THE ENGINEER SHALL APPOINT SUCH ARBITER. SHOULD EITHER PARTY REFUSE OR NEGLECT TO SUPPLY THE ARBITERS WITH ANY PAPERS OR INFORMATION DEMANDED IN WRITING, THE ARBITERS ARE EMPOWERED BY BOTH PARTIES TO TAKE EX-PARTE PROCEEDINGS.

THE ARBITERS SHALL ACT WITH PROMPTNESS. THE DECISION OF ANY TWO SHALL BE BINDING ON BOTH PARTIES TO THE CONTRACT. THE DECISION OF THE ARBITERS UPON ANY QUESTION SUBJECT TO ARBITRATION UNDER THIS CONTRACT SHALL BE A CONDITION PRECEDENT TO ANY RIGHT OF LEGAL ACTION.

THE ARBITERS, IF THEY DEEM THE CASE DEMANDS IT, ARE AUTHORIZED TO AWARD THE PARTY WHOSE CONTENTION IS SUSTAINED, SUCH SUMS AS THEY DEEM PROPER FOR THE TIME, EXPENSE, AND TROUBLE INCIDENT TO THE APPEAL; AND IF THE APPEAL WERE TAKEN WITHOUT REASONABLE CAUSE, DAMAGES FOR ANY DELAY OCCASIONED MAY BE AUTHORIZED. THE ARBITERS SHALL FIX THEIR OWN COMPENSATION UNLESS PROVIDED BY AGREEMENT, AND SHALL ASSESS THE COST AND CHARGES OF THE ARBITRATION UPON EITHER OR BOTH PARTIES. THE AWARD OF THE ARBITERS MUST BE IN WRITING.

4. RESPONSIBILITY OF CONTRACTOR:

A. PERSONS INTERESTED IN CONTRACT. NO PERSON OR PERSONS OTHER THAN THE CONTRACTOR WHOSE NAME IS AFFIXED HERETO AS CONTRACTOR SHALL HAVE ANY INTEREST HEREUNDER AS CONTRACTOR. THIS CONTRACT SHALL BE VOID IF ANY MEMBER OF THE GOVERNING BOARD OF THE OWNER OR ANY PERSON IN THE EMPLOY OF SAID BOARD SHALL BECOME DIRECTLY OR INDIRECTLY INTERESTED IN IT AS CONTRACTING PARTY, PARTNER, STOCKHOLDER, SURETY, OR OTHERWISE IN THE PERFORMANCE OF THIS CONTRACT, OR IN THE SUPPLIES, WORK, OR BUSINESS TO WHICH IT RELATES OR ANY PORTION OF PROFITS THEREOF. PROVIDED THAT INCIDENTAL INTEREST, SUCH AS THE OWNERSHIP OF STOCK OR BONDS IN A RAILROAD, TELEPHONE, OR OTHER PUBLIC UTILITY, WHICH MAY, AS AN INCIDENT TO ITS USUAL BUSINESS, FURNISH SERVICES OR SUPPLIES TO THE CONTRACTOR, SHALL NOT BE INCLUDED IN THE MEANING OF THIS PROVISION.

B. PERSONAL ATTENTION OF CONTRACTOR. THE CONTRACTOR SHALL GIVE PERSONAL ATTENTION TO THE FAITHFUL PROSECUTION AND COMPLETION OF THIS WORK AND SHALL BE PRESENT EITHER IN PERSON OR BY DULY AUTHORIZED REPRESENTATIVES ON THE SITE OF THE WORK CONTINUALLY DURING ITS PROGRESS.

C. CONTRACTOR'S ADDRESS. THE ADDRESS GIVEN IN THE PROPOSAL UPON WHICH THIS CONTRACT IS BASED IS HEREBY DESIGNATED AS THE PLACE TO WHICH NOTICES, LETTERS, OR OTHER COMMUNICATIONS TO THE CONTRACTOR MAY BE MAILED. IN LIEU OF THE ABOVE, SAID NOTICES, LETTERS, OR COMMUNICATIONS MAY BE DELIVERED PERSONALLY TO THE CONTRACTOR OR TO HIS DULY AUTHORIZED REPRESENTATIVE PRESENT AT THE SITE OF THE CONSTRUCTION. THE DELIVERY OF ANY SUCH NOTICE, LETTER, OR COMMUNICATION AT EITHER OF THE ABOVE FROM THE OWNER TO THE CONTRACTOR SHALL BE DEEMED SUFFICIENT SERVICE THEREOF UPON THE CONTRACTOR; AND THE DATE OF SAID SERVICE SHALL BE THE DATE OF SUCH DELIVERY.

D. CONTRACTOR'S AGENT. THE CONTRACTOR DURING HIS ABSENCE FROM THE WORK, SHALL KEEP A COMPETENT SUPERINTENDENT OR FOREMAN UPON THE WORK, FULLY AUTHORIZED TO ACT FOR HIM IN HIS ABSENCE, AND TO RECEIVE SUCH ORDERS AS MAY BE GIVEN FOR THE PROPER CONTINUANCE OF THE WORK. NOTICE OF ANY IMPERFECTIONS IN THE WORK OR MATERIAL FURNISHED TO ANY FOREMAN OR AGENT IN CHARGE OF ANY PORTION OF THE SAME, IN THE ABSENCE OF THE CONTRACTOR SHALL BE CONSIDERED AS NOTICE TO THE CONTRACTOR.

E. OBSERVANCE OF LAWS AND ORDINANCES. THE CONTRACTOR SHALL BE SUBJECT TO ALL LAWS OF THE STATE OF SOUTH DAKOTA WITHIN WHICH STATE THIS AGREEMENT IS TO BE FULFILLED, AND TO ALL ORDINANCES OF THE OWNER.

F. PROTECTION AGAINST NEGLIGENCE AND DAMAGES. SHOULD ANY WORK BE DONE OR MATERIAL FURNISHED OR PLACED ON THE PUBLIC HIGHWAY OR IN ANY PLACE WHERE PROTECTION IS NECESSARY, THE CONTRACTOR SHALL, AT ALL TIMES, AND ESPECIALLY DURING THE NIGHT, PUT UP AND MAINTAIN SUCH BARRIERS AND RED LIGHTS AND TAKE SUCH OTHER NEEDFUL PRECAUTIONS AS MAY BE NECESSARY TO EFFECTUALLY PREVENT THE HAPPENING OF ANY ACCIDENT IN CONSEQUENCE OF WORK BEING DONE OR MATERIAL BEING DEPOSITED IN SUCH PLACES; AND THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGES OCCASIONED IN THIS WAY OR BY REASON OF HIS ACT OR NEGLIGENCE OR THAT OF ANY AUTHORIZED SUBCONTRACTOR OR AGENT, EMPLOYEE, OR WORKMAN; AND THE SAID CONTRACTOR SHALL SAVE AND KEEP HARMLESS THE OWNER FROM SUITS OR DEMANDS FOR DAMAGES ALLEGED TO HAVE OCCURRED TO PERSONS OR PROPERTY BY REASON OF SAID WORK OR OF SO PLACING SAID MATERIAL OR FROM SAID ACT OF NEGLIGENCE.

THE CONTRACTOR, OR HIS SUBCONTRACTORS, AGREES TO CARRY PUBLIC LIABILITY INSURANCE PROVIDING FOR A LIMIT OF NOT LESS THAN FIFTY THOUSAND DOLLARS (\$50,000.00) FOR ALL DAMAGES ARISING OUT OF BODILY INJURIES TO, OR THE DEATH OF, ONE PERSON; AND SUBJECT TO THAT LIMIT FOR EACH PERSON, A TOTAL OF \$100,000.00 FOR ALL DAMAGES ARISING OUT OF BODILY INJURIES TO OR THE DEATH OF TWO OR MORE PERSONS IN ANY ONE ACCIDENT; AND FURTHER AGREES TO CARRY REGULAR CONTRACTOR'S PROPERTY DAMAGE LIABILITY INSURANCE PROVIDING FOR A LIMIT OF NOT LESS THAN \$20,000.00 FOR ALL DAMAGES ARISING OUT OF INJURY TO OR DESTRUCTION OF PROPERTY DURING THIS PERIOD.

THE CONTRACTOR FURTHER AGREES DURING THE PERFORMANCE OF THE WORK TO TAKE ALL NECESSARY PRECAUTION AND TO PLACE PROPER GUARDS FOR THE PREVENTION OF ACCIDENTS, AND PUT UP AT NIGHT PROPER GUARDS FOR THE PREVENTION OF ACCIDENTS, AND PUT UP AT NIGHT PROPER AND SUFFICIENT LIGHT, AND WILL INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ALL DAMAGES AND COSTS TO WHICH THEY MAY BE PUT BY REASON OF INJURY TO THE PERSON OR PROPERTY OF ANOTHER RESULTING FROM NEGLIGENCE OR CARELESSNESS IN THE PERFORMANCE OF THE WORK OR IN GUARDING THE SAME, OR FROM ANY IMPROPER MATERIAL USED IN ITS CONSTRUCTION, OR BY, OR ON ACCOUNT OF, ACT OR OMISSION OF THE CONTRACTOR OR THE AGENT THEREOF; AND THE CONTRACTOR HERBY FURTHER AGREES THAT THE WHOLE OR SO MUCH OF THE MONEY DUE OR BY VIRTUE OF THIS AGREEMENT AS SHALL OR MAY BE CONSIDERED NECESSARY BY THE GOVERNING BOARD OF SAID OWNER SHALL OR MAY BE RETAINED BY THE OWNER UNTIL ALL SUITS OR CLAIMS FOR DAMAGES AS AFORESAID HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THE EFFECT FURNISHED THE SAID OWNER.

THE SAID CONTRACTOR SHALL TAKE PROPER MEANS TO PROTECT THE ADJACENT OR ADJOINING PROPERTY OR PROPERTIES IN ANY WAY ENCOUNTERED OR WHICH MIGHT BE INJURED BY ANY PROCESS OF CONSTRUCTION, TO BE UNDERTAKEN UNDER THIS AGREEMENT, AND HE SHALL BE LIABLE FOR ANY OR ALL CLAIMS FOR DAMAGES ON ACCOUNT OF HIS FAILURE TO FULLY PROTECT ALL PROPERTY INJURED DURING OR ON ACCOUNT OF SUCH CONSTRUCTION.

G. PROTECTION AGAINST CLAIMS FOR LABOR AND MATERIALS. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ALL CLAIMS AGAINST THEM FOR MATERIAL FURNISHED OR WORK DONE UNDER THIS CONTRACT; AND IT IS FURTHER AGREED BY THE CONTRACTOR THAT THE CONTRACTOR SHALL, IF SO DESIRED, FURNISH THE OWNER SATISFACTORY EVIDENCE THAT ALL PERSONS WHO HAVE DONE WORK OR FURNISHED MATERIAL UNDER THIS AGREEMENT HAVE DULY BEEN PAID FOR SUCH WORK OR MATERIAL AND IN CASE SUCH EVIDENCE IS DEMANDED AND NOT FURNISHED TO THE OWNER, SUCH AMOUNT AS MAY, IN THE OPINION OF THE OWNER BE NEEDED, MAY BE RETAINED FROM THE MONEY DUE THE CONTRACTOR FROM THE OWNER, UNTIL SATISFACTORY EVIDENCE BE FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED.

H. ABANDONMENT AND FORFEITURE. IN CASE THE CONTRACTOR SHALL ABANDON THE WORK AND FAIL OR REFUSE TO COMMENCE IT AGAIN WITHIN FIFTEEN DAYS AFTER NOTIFICATION FROM THE OWNER, OR IF HE SHOULD FAIL TO COMPLY WITH THE ORDERS OF THE ENGINEER OR WITH THIS AGREEMENT OR WITH THE SPECIFICATIONS HERETO ATTACHED, THEN, AND IN THAT CASE, THE SURETIES ON THE BOND SHALL BE NOTIFIED AND DIRECTED TO COMPLETE THE SAME. IN CASE THE SURETIES FAIL TO COMPLY WITH THE NOTICE, THE OWNER MAY, WITHIN FIFTEEN DAYS AFTER SERVING NOTICE, CARRY ON THE WORK AT THE EXPENSE OF THE CONTRACTOR AND SURETIES.

IF THE WORK TO BE DONE UNDER THIS CONTRACT SHALL BE ABANDONED BY THE CONTRACTOR, OR IF THIS CONTRACT SHALL BE ASSIGNED OR PLACED IN BANKRUPTCY, OR THE WORK SUBLET BY HIM, OR OTHERWISE THAN HEREIN SPECIFIED, OR IF AT ANY TIME THE ENGINEER SHALL BE OF THE OPINION

AND SHALL SO CERTIFY IN WRITING TO THE GOVERNING BOARD OF SAID OWNER THAT THE PERFORMANCE OF THE CONTRACT IS UNNECESSARILY OR UNREASONABLY DELAYED, OR THAT THE CONTRACTOR IS VIOLATING ANY OF THE CONDITIONS OR AGREEMENTS OF THIS CONTRACT, OR IS EXECUTING THE SAME IN BAD FAITH OR NOT IN ACCORDANCE WITH THE TERMS THEREOF, OR IS NOT MAKING SUCH PROGRESS IN THE EXECUTION OF THE WORK AS TO INDICATE ITS COMPLETION WITHIN THE TIME SPECIFIED IN THIS CONTRACT OR WITHIN THE TIME TO WHICH THE COMPLETION OF THE CONTRACT MAY HAVE BEEN EXTENDED BY THE OWNER, THE OWNER MAY NOTIFY THE CONTRACTOR TO DISCONTINUE ALL WORK OR ANY PART THEREOF, UNDER THIS CONTRACT, BY A WRITTEN NOTICE TO BE SERVED UPON THE CONTRACTOR OR AS HEREINBEFORE PROVIDED, AND A COPY OF WHICH NOTICE SHALL BE GIVEN TO HIS SURETY OR THE AUTHORIZED AGENT FOR THE LATTER; THEREUPON THE CONTRACTOR SHALL DISCONTINUE THE WORK, OR SUCH PART THEREOF AS THE OWNER MAY DESIGNATE, AND THEREUPON THE SURETY MAY, AT ITS OPTION, ASSUME THIS CONTRACT, OR THAT PORTION OF THE WORK SO DESIGNATED; PROVIDED, HOWEVER, THAT THE SURETY SHALL EXERCISE ITS OPTION, IF AT ALL, WITHIN TWO WEEKS AFTER THE WRITTEN NOTICE OF THE OWNER HAS BEEN SERVED ON THE CONTRACTOR TO DISCONTINUE WORK AND UPON THE SURETY OR ITS AUTHORIZED AGENT. THE SURETY, IN SUCH EVENT, SHALL TAKE THE CONTRACTOR'S PLACE IN ALL RESPECTS AND SHALL BE PAID FOR ALL WORK PERFORMED BY IT IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT; AND IF THE SURETY UNDER THE PROVISIONS HEREOF SHALL ASSUME SAID ENTIRE CONTRACT, ALL MONIES REMAINING DUE THE CONTRACTOR AT THE TIME OF HIS DEFAULT, SHALL THEREUPON BECOME DUE AND PAYABLE TO THE SURETY AS THE WORK PROGRESSES. SUBJECT TO ALL THE TERMS OF THIS CONTRACT.

IN CASE THE SURETY DOES NOT, WITHIN THE HEREINBEFORE SPECIFIED TIME, EXERCISE ITS RIGHTS AND OPTION TO ASSUME THIS CONTRACT OR THAT PORTION THEREOF ON WHICH THE OWNER HAS ORDERED THE CONTRACTOR TO DISCONTINUE WORK, THEN THE OWNER SHALL HAVE THE POWER TO COMPLETE BY CONTRACT OR OTHERWISE AS IT MAY DETERMINE, THE WORK HEREIN DESCRIBED, OR SUCH PART THEREOF AS IT MAY DEEM NECESSARY; AND THE CONTRACTOR AGREES THAT THE OWNER SHALL HAVE THE RIGHT TO TAKE POSSESSION OF, AND USE, ANY OF THE MATERIALS, PLANT, TOOLS, EQUIPMENT, SUPPLIES, AND PROPERTY OF EVERY KIND PROVIDED BY THE CONTRACTOR FOR THE PURPOSE OF HIS WORK, AND TO PROCURE OTHER TOOLS, EQUIPMENT, AND MATERIALS FOR THE COMPLETION OF THE WORK, AND TO CHARGE TO THE CONTRACTOR THE EXPENSE OF SAID CONTRACTS, LABOR, MATERIALS, TOOLS, EQUIPMENT, AND EXPENSES THERETO. THE EXPENSE SO CHARGED SHALL BE DEDUCTED BY THE OWNER OUT OF SUCH MONIES AS MAY BE DUE OR MAY AT ANY TIME THEREAFTER BECOME DUE THE CONTRACTOR UNDER, AND BY VIRTUE OF, THIS CONTRACT OR ANY PART THEREOF. THE OWNER SHALL NOT BE REQUIRED TO OBTAIN THE LOWEST FIGURE FOR THE WORK OF COMPLETING THE CONTRACT OR ANY PART THEREOF; BUT SUCH EXPENSE TO BE DEDUCTED SHALL BE THE ACTUAL COST OF SUCH WORK. IN CASE THE EXPENSE IS IN EXCESS OF THE SUM OF MONIES

DUE THE CONTRACTOR OR WHICH BECOME DUE THE CONTRACTOR BY VIRTUE OF THIS CONTRACT, THE OWNER SHALL HAVE A LEGAL CLAIM IN THE AMOUNT OF SAID EXCESS AGAINST ANY OTHER ASSETS OF THE CONTRACTOR AND/OR THE SURETY AND SHALL TAKE WHATEVER ACTION IS REQUIRED TO INSURE COLLECTION OF SAID AMOUNT. WHEN ANY PARTICULAR PART OF THE WORK IS BEING CARRIED OUT BY THE OWNER BY CONTRACT OR OTHERWISE, UNDER THE PROVISIONS OF THIS SECTION, THE CONTRACTOR SHALL CONTINUE THE REMAINDER OF THE WORK IN CONFORMITY WITH THE TERMS OF THIS CONTRACT AND IN SUCH A MANNER AS IN NO WAY TO HINDER OR INTERFERE WITH THE PERSONS OR WORKMEN EMPLOYED, AS ABOVE PROVIDED BY THE OWNER.

1. LIQUIDATED DAMAGES, RIGHT TO DISCONTINUE WORK. THE CONTRACTOR FURTHER AGREES THAT THE WORK SHALL BE COMMENCED AND CARRIED ON IN THE ORDER OF PRECEDENCE SPECIFIED.

THE CONTRACTOR FURTHER AGREES THAT HE WILL COMMENCE WORK WITHIN TEN (10) CALENDAR DAYS AFTER THE NOTICE OF AWARD OF THIS CONTRACT, AND WILL PROGRESS THEREWITH SO THAT ALL WORK WILL BE COMPLETED WITHIN THE TIME SPECIFIED IN THE PROPOSAL.

SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK AS HEREIN SPECIFIED, WITHIN THE TIME NAMED, HE SHALL BE LIABLE TO THE OWNER FOR INSPECTION SERVICES FOR THE SUM OF TWENTY DOLLARS (\$ 20.00) PER DAY AS LIQUIDATED DAMAGES FOR EVERY DAY THE AFORESAID WORK MAY BE UNCOMPLETED OVER AND BEYOND THE TIME HEREIN STIPULATED FOR ITS COMPLETION.

5. CONDUCT OF WORK

A. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. THE CONTRACTOR SHALL KEEP A COPY OF THE PLANS, PROFILES, AND SPECIFICATIONS CONSTANTLY ACCESSIBLE FOR THE USE OF THE ENGINEER AND INSPECTOR ON THE WORK.

B. LOSSES AND DAMAGES. ALL LOSS AND DAMAGE ARISING OUT OF THE NATURE OF THE WORK TO BE DONE, OR FROM THE ACTION OF THE ELEMENTS, OR FROM ANY UNFORESEEN CIRCUMSTANCES IN THE PROSECUTION OF THE SAME, OR FROM UNUSUAL OBSTRUCTION OR DIFFICULTIES WHICH MAY BE ENCOUNTERED IN THE PROSECUTION OF THE WORK, OR FROM ANY CASUALTY WHATSOEVER OF EVERY DESCRIPTION SHALL BE SUSTAINED AND BORNE BY THE CONTRACTOR AT HIS OWN COST AND EXPENSE.

C. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL WORK DONE OR MATERIAL FURNISHED UNDER THIS AGREEMENT FROM INJURY BY ACTION OF THE ELEMENTS, OR BY PROCESS OF CONSTRUCTION; HE SHALL ALSO TAKE PROPER MEANS TO PROTECT ADJACENT OR ADJOINING PROPERTY

OR PROPERTIES IN ANY WAY ENCOUNTERED OR WHICH MIGHT BE INJURED BY THE PROCESS OF CONSTRUCTION TO BE UNDERTAKEN UNDER THIS AGREEMENT.

THE CONTRACTOR SHALL PROPERLY GUARD AND PROTECT ALL FINISHED OR PARTIALLY FINISHED WORK, AND SHALL BE RESPONSIBLE FOR THE SAME, UNTIL THE ENTIRE CONTRACT IS COMPLETED AND ACCEPTED BY THE ENGINEER.

D. HINDRANCES AND DELAYS. NO CHARGE SHALL BE MADE BY THE CONTRACTOR FOR HINDRANCES OR DELAYS FROM ANY CAUSE (EXCEPT WHERE WORK IS STOPPED BY ORDER OF THE OWNER) DURING THE PROGRESS OF ANY PORTION OF THE WORK EMBRACED IN THIS CONTRACT, BUT SUCH DELAYS IF DUE TO NO FAULT OR NEGLIGENCE OF THE CONTRACTOR SHALL ENTITLE HIM TO AN EXTENSION OF TIME, ALLOWED FOR COMPLETION OF THE WORK SUFFICIENT TO COMPENSATE FOR THE DETENTION, PROVIDED THE CONTRACTOR SHALL GIVE TO THE ENGINEER IMMEDIATE NOTICE IN WRITING OF THE CAUSE OF SUCH DETENTION. THE AMOUNT OF DETENTION SHALL NOT INCLUDE UNREASONABLE WEATHER. IN CASE SAID WORK SHALL BE STOPPED BY THE OWNER, THEN SUCH STOPPING OF SAID WORK CAUSING SUCH EXPENSE AS IN THE JUDGMENT OF THE ENGINEER IS NECESSARY, OTHER THAN THE LEGAL COST OF CARRYING ON THE CONTRACT, SHALL BE PAID BY THE OWNER TO THE CONTRACTOR.

THE OWNER RESERVES THE RIGHT OF SUSPENDING THE WHOLE OR ANY PART OF THE WORK CONTRACTED TO BE DONE WHEN THEY SHALL DEEM IT FOR THE INTERESTS OF THE OWNER TO DO SO, WITHOUT COMPENSATION FOR THE LOSS TO THE CONTRACTOR FOR SUCH SUSPENSION OTHER THAN EXTENDING THE TIME OF COMPLETING THE WORK AS MUCH AS IT MAY HAVE BEEN DELAYED BY SUSPENSION; AND IF THE SAID WORK SHALL BE DELAYED FOR THE REASON THAT THE OWNER DOES NOT OWN THE PROPERTY NECESSARY FOR SAID OWNER TO OWN. THEN, AND IN THAT CASE, AND EVERY SUCH CASE, THE CONTRACTOR SHALL BE ENTITLED TO AS MUCH ADDITIONAL TIME WHEREIN TO PERFORM AND COMPLETE THIS CONTRACT ON HIS PART AS THE ENGINEER SHALL CERTIFY IN WRITING TO BE JUST; BUT NO ALLOWANCE BY WAY OF DAMAGES SHALL BE MADE FOR SUCH A DELAY. NEITHER AN EXTENSION OF TIME FOR ANY REASON BEYOND THAT FIXED HEREIN FOR THE COMPLETION, NOR THE DOING AND ACCEPTANCE OF ANY PART OF THE WORK CALLED FOR BY THIS CONTRACT, SHALL BE DEEMED TO BE A WAIVER BY SAID OWNER OF THE RIGHT TO ABROGATE THIS CONTRACT FOR ABANDONMENT OR DELAY, IN THE MANNER PROVIDED FOR IN THIS AGREEMENT.

E. DEFECTS AND THEIR REMEDIES. IT IS FURTHER AGREED THAT IF THE WORK OR ANY PART THEREOF, OR ANY MATERIAL BROUGHT ON THE GROUND FOR USE IN THE WORK, OR SELECTED FOR THE SAME, SHALL BE DEEMED BY THE ENGINEER TO BE UNSUITABLE OR NOT IN CONFORMITY WITH THE SPECIFICATIONS, THE CONTRACTOR SHALL FORTHWITH REMOVE SUCH MATERIAL AND REBUILD OR OTHERWISE REMEDY SUCH WORK IN ACCORDANCE WITH THE DIRECTIONS OF THE ENGINEER.

F. CONSTRUCTION PLANT. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL AND MACHINERY NECESSARY IN THE PROSECUTION AND COMPLETION OF THE CONTRACT, AND IT IS UNDERSTOOD THAT THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR THE CARE OR PROTECTION OF ANY MATERIAL, TOOLS, OR MACHINERY OR FOR ANY PART OF THE WORK UNTIL IT IS FINALLY COMPLETED AND ACCEPTED.

6. SANITARY REGULATIONS:

NECESSARY SANITATION CONVENIENCES FOR THE USE OF LABORERS ON THE WORK, PROPERLY SECLUDED FROM PUBLIC OBSERVATION, SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN SUCH A MANNER AND AT SUCH POINTS AS SHALL BE APPROVED BY THE ENGINEER, AND THEIR USE SHALL BE STRICTLY ENFORCED.

7. PRICES AND PAYMENTS:

A. PRICES FOR WORK. IN CONSIDERATION OF THE FURNISHING OF THE MATERIAL AND LABOR AND THE COMPLETION OF ALL WORK BY THE CONTRACTOR AND ON THE COMPLETION OF ALL WORK AND OF THE DELIVERY OF THE MATERIAL EMBRACED IN THIS CONTRACT IN FULL CONFORMITY WITH THE SPECIFICATIONS AND STIPULATIONS THEREIN CONTAINED, PAYMENT WILL BE MADE AS FOLLOWS AND THE CONTRACTOR HEREBY AGREES TO RECEIVE SUCH PAYMENT IN FULL FOR FURNISHING ALL MATERIAL AND LABOR AND FOR WELL AND TRULY PERFORMING THE SAME AND THE WHOLE THEREOF IN THE MANNER AND ACCORDING TO THE SPECIFICATIONS AND THE REQUIREMENTS OF THE ENGINEER UPON THE COMPLETION OF THE CONTRACT AND AFTER PUBLICATION AND POSTING AS REQUIRED BY LAW. MONTHLY PARTIAL PAYMENTS WILL BE MADE IN THE AMOUNT OF 90% OF THE VALUE OF THE WORK COMPLETED AND MATERIALS FURNISHED TO THE SITE DURING THE PRECEDING MONTH. THE VALUE OF THE WORK COMPLETED SHALL BE COMPUTED BY THE ENGINEER. UPON COMPLETION OF ALL WORK AND UPON ACCEPTANCE BY THE OWNER, FINAL PAYMENT WILL BE MADE IN ACCORDANCE WITH THE CONTRACTOR'S ACCEPTED PROPOSAL.

B. BOND AND SURETIES. IT IS FURTHER AGREED BY THE PARTIES TO THIS CONTRACT THAT THIS CONTRACT SHALL BE EXECUTED IN TRIPPLICATE, ONE COPY BEING RETAINED BY THE OWNER, ONE TO BE DELIVERED TO THE CONTRACTOR AND ONE TO THE ENGINEER. THE CONTRACTOR AGREES TO EXECUTE A BOND FOR THE SUM OF ONE HUNDRED PER CENT (100%) OF THE CONTRACT FOR THE SATISFACTORY PERFORMANCE OF THE WORK, AND IT IS AGREED THAT THIS CONTRACT SHALL BE VOID UNTIL SUCH BOND IS FURNISHED AND APPROVED BY THE OWNER. THE FOREGOING BOND MUST BE SIGNED BY THE CONTRACTOR AND THE SURETIES. THE SURETIES AND THE AMOUNT IN WHICH EACH WILL QUALIFY MUST BE SATISFACTORY TO THE OWNER.

SHOULD ANY SURETY UPON THE CONTRACT BE DEEMED UNSATISFACTORY AT ANY TIME BY THE OWNER, NOTICE WILL BE GIVEN FORTHWITH AND THE CONTRACTOR SHALL IMMEDIATELY SUBSTITUTE A NEW SURETY OR SURETIES SATISFACTORY TO THE SAID OWNER.

8. COMPONENT PARTS OF CONTRACT:

THIS CONTRACT CONSISTS OF THE FOLLOWING COMPONENT PARTS,
ALL OF WHICH ARE HEREBY MADE A PART HEREOF AS IF HEREIN SET
FORTH IN FULL.

1. NOTICE TO CONTRACTORS
2. GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS
3. ACCEPTED PROPOSAL
4. CONTRACT AND AGREEMENT
5. PLANS AND SPECIFICATIONS
6. CONTRACT BOND

IN WITNESS WHEREOF: THE PARTIES HERETO HAVE CAUSED THIS
AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE
WRITTEN, EACH OF THE ABOVE COUNTERPARTS BEING DEEMED AS AN
ORIGINAL.

ATTEST:

OWNER

By: _____

DATE: _____

ATTEST:

CONTRACTOR:

By: _____
AUTHORIZED OFFICER

C O N T R A C T B O N D

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____ AS _____
 PRINCIPAL, AND _____ AS _____
 SURETIES, ARE HELD AND FIRMLY BOUND UNTO THE _____

IN THE PENAL SUM OF _____
DOLLARS AND FOR THE PAYMENT OF WHICH WE DO HEREBY BIND OURSELVES, OUR
HEIRS, EXECUTORS, AND ADMINISTRATORS, JOINTLY, SEVERALLY AND FIRMLY BY
THESE PRESENTS.

DATE: _____, A.D., 19____

THE CONDITION OF THE OBLIGATION IS SUCH THAT WHEREAS, THE ABOVE
 BOUNDED _____ OF _____ HAS
 BEEN AWARDED BY THE _____ THE
 CONTRACT FOR ITEMS NUMBERED: _____

COPY OF WHICH CONTRACT TOGETHER WITH ALL OF ITS TERMS, COVENANTS, CONDITIONS, AND STIPULATIONS IS INCORPORATED HEREIN AND MADE A PART HEREOF AS FULLY AND AMPLY AS IF SAID CONTRACT WERE RECITED AT LENGTH HEREIN.

NOW THEREFORE, IF SAID PRINCIPAL SHALL IN ALL RESPECTS FULFILL THIS SAID CONTRACT ACCORDING TO THE TERMS AND THE TENOR THEREOF, AND SHALL FAITHFULLY DISCHARGE THE DUTIES AND OBLIGATIONS THEREIN ASSUMED, THEN THE APOVE OBLIGATION IS TO BE VOID AND OF NO EFFECT; OTHERWISE TO BE AND REMAIN IN FULL FORCE AND VIRTUE IN LAW. AS

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS BOND IS GIVEN TO SECURE AND DOES SECURE NOT ONLY THE FAITHFUL PERFORMANCE BY THE PRINCIPAL HEREIN NAMED OF SAID CONTRACT FOR THE CONSTRUCTION WORK AS SPECIFIED IN SAID CONTRACT AND IN STRICT ACCORDANCE WITH THE TERMS OF SAID CONTRACT AND THE PLANS AND SPECIFICATIONS MADE A PART THEREOF; AND SHALL ALSO WELL AND TRULY PERFORM AND FULFILL ALL THE UNDERTAKINGS, COVENANTS, TERMS, CONDITIONS, AND AGREEMENTS OF ANY AND ALL DULY AUTHORIZED MODIFICATIONS OF SAID CONTRACT THAT MAY HEREAFTER BE MADE, NOTICE OF WHICH MODIFICATIONS TO THE SURETY BEING HEREBY WAIVED, BUT THAT IT IS GIVEN TO SECURE AND DOES SECURE ALSO PAYMENT BY THE SAID BOUNDED

SUPPLIES, TOOLS, FUEL, LUBRICANTS, EQUIPMENT, EQUIPMENT RENTAL, MACHINERY, INSURANCE PREMIUMS, AND SERVICES USED OR CONSUMED IN THE CONSTRUCTION OF THE WORK BY HIM AND ANY OF HIS SUB-CONTRACTORS, AND FOR THE PAYMENT OF ALL LABORERS AND MECHANICS FOR ALL LABOR PERFORMED IN THE WORK BY HIM OR ANY OF HIS SUBCONTRACTORS IN CARRYING OUT THE PROVISIONS OF THIS CONTRACT, AND IF SUCH PAYMENT BE MADE THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE IT SHALL REMAIN IN FULL FORCE AND EFFECT.

NO CONTRACT SHALL BE VALID WHICH SEEKS TO LIMIT THE TIME TO LESS THAN FIVE YEARS IN WHICH AN ACTION MAY BE BROUGHT UPON THE BOND COVERING THE CONSTRUCTION WORK, AND THIS BOND IS MADE, EXECUTED, AND DELIVERED WITH SUCH UNDERSTANDING.

SIGNED THIS _____ DAY OF _____, 19____

PRINCIPAL

SURETY

BY: _____ SURETY

SURETY

ATTORNEY IN FACT

1" Nipple & Screened Elbow

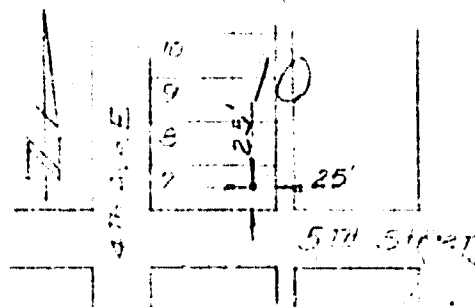
Gd El. +0

8 5/8" O.D. 24# 155 Casing
(Wall Thickness 0.264")

14" Borehole

Cement Grout

NOTE: Depths indicated are estimates based on available information but may vary. Actual depths will be determined from drilling samples and logs run during construction.



LOCATION MAP

10 1/2" O.D. 11# 155 Casing

850'

Gravel Pack
(Filter Sand)

14" Borehole

Estimated 50' of
6" Nominal Stainless
Steel Screen

900'

WELL CONSTRUCTION DETAILS

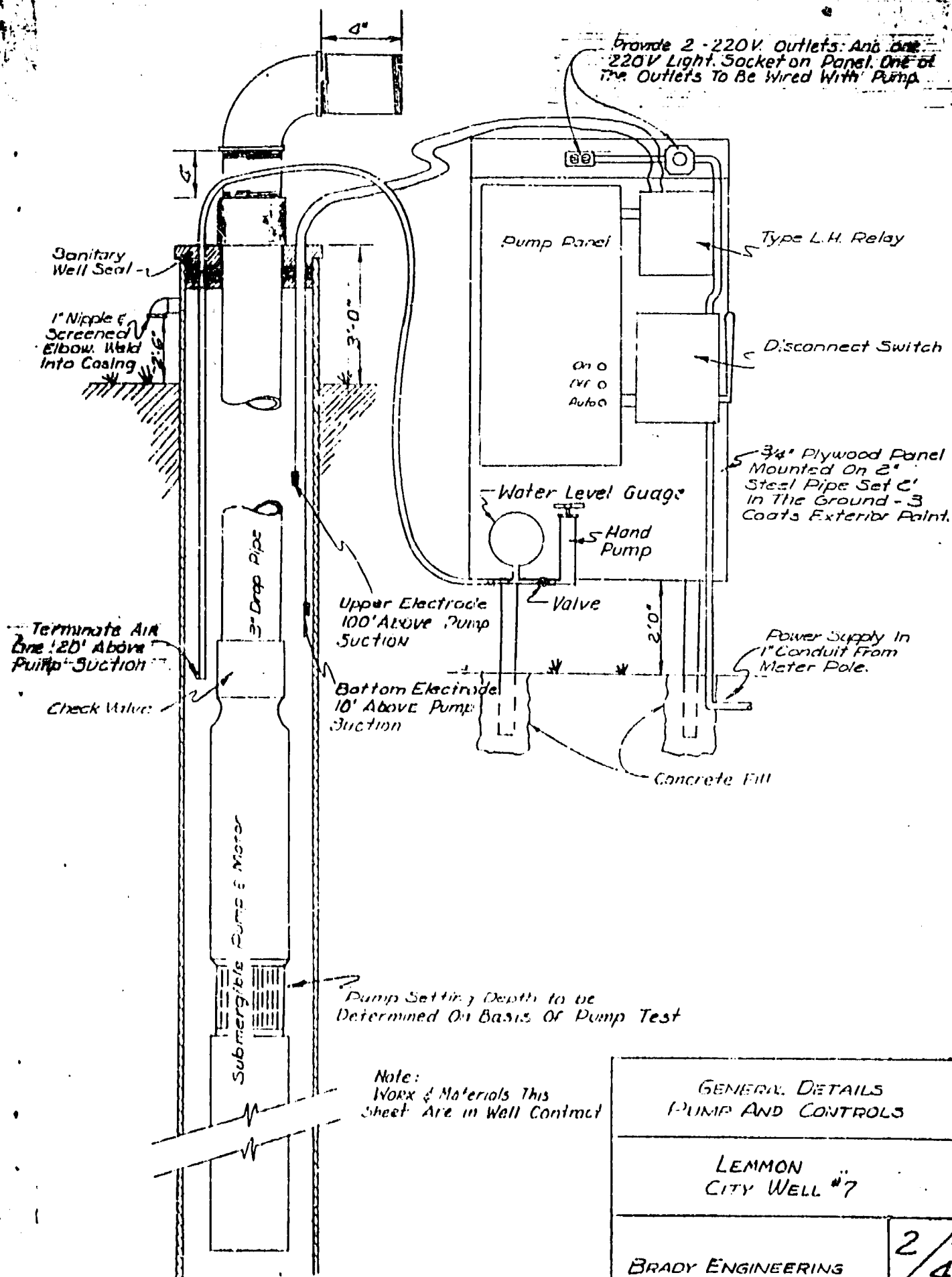
LEMMON
CITY WELL #7

AUGUST 1964

BRADY ENGINEERING

1

4



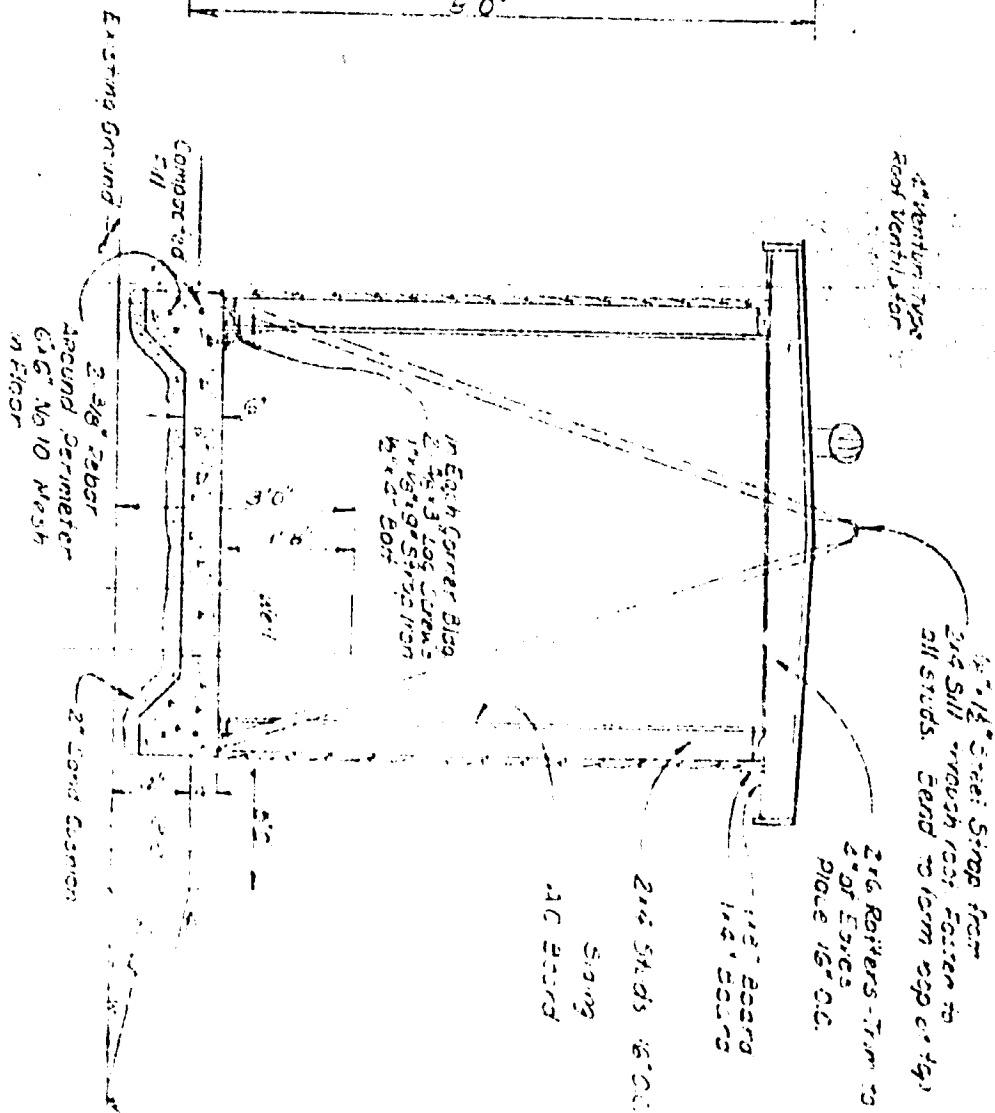
GENERAL DETAILS
PUMP AND CONTROLS

LEMMON
CITY WELL #7

BRADY ENGINEERING

2/4





18" x 1 1/2" Steel Strap
to lift Building

3" Blanked Indication
In Ceiling & Walls

Metrol Drug Store

POINT EXTERIOR AND 2' EXPOSED
WOOD WITH PINE SOFTWOOD
COATS OF PINE POINT EXTERIOR
COATS OF PINE POINT EXTERIOR

WELL HOUSE
DETAILS

LEMON
CITY WELL #7

1000

STATE OF SOUTH DAKOTA
REISSUED VESTED RIGHT WATER LICENSE NO. 739A-1
DIVISION OF NO. 739-1 INTO NO. 739A-1 AND 739B-1

(1) The City of Lemmon, 303 1st Ave W, Lemmon SD 57638, was issued Water License No. 739-1, July 21, 1971 for a right to appropriate 0.77 cubic feet of water per second (cfs) from groundwater (6 wells), Perkins County, South Dakota, for municipal use purposes. Water Right No. 739-1 with priority dates of 1913, 1936, 1945, 1951, 1944 and September 21, 1964 was issued to the City for diversion of water with construction of the described water supply system completed and the applicable to beneficial use of said water completed.

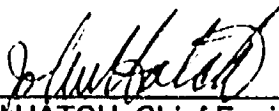
On October 4, 1995, the Water Management Board validated the vested right portion of No. 739-1. Water Right License No. 739-1 is being divided and reissued and will separate the vested right portion from the water right as follows:

Vested Water Right No. 739A-1 - authorizing diversion of 0.20 cfs of water from two wells. Well #3 (0.09 cfs) is located in the SE 1/4 NE 1/4 Section 20-T23N-R16E with a priority date of January 1, 1939. Well #5 - (0.11 cfs) is located in the SW 1/4 SE 1/4 Section 20-T23N-R16E with a priority date of January 1, 1951.

Water Right No. 739B-1 - authorizing diversion of 0.19 cfs of water from Well #8 located in the SW 1/4 NW 1/4 Section 21-T23N-R16E with a priority date of September 21, 1964.

(2) The vested right owner is entitled to divert 0.20 cubic feet of water per second for beneficial use. The location of the diversion points are: Well #3 - 195 feet west & 450 feet south from the northeast corner of Section 20 (SE 1/4 NE 1/4) and Well #5 - 1630 feet west & 77 feet north from the southeast corner of Section 20 (SW 1/4 NW 1/4); all in T23N-R16E.

(3) Pursuant to Section 46-5-30.1 City of Lemmon, 303 1st Ave West, Lemmon SD 57638 the holder and/or owner of Vested Water Right No. 739A-1 is issued a license to appropriate 0.20 cubic feet of water per second from groundwater (two wells) with priority dates of January 1, 1936 and January 1, 1951 from the location specified in (2) of this license. The water is to be used for the purpose of municipal use. This license is subject to any limitations, conditions or qualifications listed in Vested Water Right No. 739A-1 and subject to South Dakota State Law.



JOHN HATCH, Chief Engineer
 Water Rights Program
 Department of Environment and Natural Resources

DEC 18 1995

date

Permit No. 739-1
Grand River - Water District

Report Of Examination Of Works And/Or Application of Water To Beneficial Use

TO: Chief Engineer, Water Rights Program, DENR, Foss Bldg., Pierre, SD 57501

I have this day, June 19, 1995, made a thorough examination of the water use system owned by the City of Lemmon of 303 First Avenue W., Lemmon, SD 57638 holder of Permit No. 739-1, bearing the priority of 9/21, 1964; 1951; 1945; 1944; 1936; and 1913, authorizing the diversion of 0.20 (1964 priority date), 0.57 (vested cnes) cu. ft. per second of groundwater for municipal uses, in Perkins County.

I have to report on the conditions of the same as follows:

A. Works used to divert the water:

Three pumps, 40, 50, and 85 gallon per minute.
Three motors, 7.5, 20, and 25 horse power.

B. Works used to transport water to place of use:

50 feet of 2 inch steel pipe; 450 feet of 6 3/4 PVC pipe; and 100 feet of 6 inch PVC pipe.

C. Works used to apply water to beneficial use:

Water is used for municipal uses and is either directly delivered to the customers or is stored in a 600,000 gallon tank.

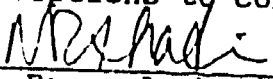
The system is in the following condition Good. The points of diversion are located: Well No. 3: About 195 feet west and 445 feet south from the Northeast of Section 20, T23N-R16E (SE1/4 NE1/4); Well No. 5: About 1630 feet west, 77 feet north from the southeast corner of Section 20, T23N-R16E (SW1/4 SE1/4); Well No. 8: About 115 feet east, 970 feet south from the northwest corner of Section 21, T23N-R16E (SW1/4 NW1/4). The works are capable of diverting and conveying to the place of use 0.39 cu. ft. per second of groundwater which is to be used for municipal purposes. Water has been put to beneficial use to the maximum extent as follows:

Three wells: Well No. 3 in Cannonball Formation and the other two are in Fox Hills Formation. Water is used for municipal uses.

The license should be issued for 0.39 cfs
Applicable permit qualifications have been complied with: Yes X No

Exceptions to compliance are: None

Date Report Completed: 7/3/1995


M. Rassool Ahadi
Natural Resources Engineer
DENR, Water Rights Program



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3181

August 29, 1995

Mike Priest, Finance Officer
City of Lemmon
303 1st Ave West
Lemmon SD 57638

Dear Mr. Priest:

The original Notice of Intent to Validate Vested Water Right Claim No. 739-1 was published with an error. Therefore, the notice needs to be readvertised to correct the error in the legal description of the location of the wells. The Readvertisement of the Notice of Intent to Validate Vested Water Right Claim has been sent to the Publisher of the Lemmon Leader printed at Lemmon SD. For your information, a copy of the notice is enclosed. Please review the notice prior to publication and notify this office, if you have any corrections or questions.

The cost of publication of this notice will be paid by the Water Rights Program. Please contact us if you have any questions.

Sincerely,

Eric Gronlund
Natural Resources Engineer
605 773-3352

enclosures

Permit_no 739-1

Status LC

GENERAL PERMIT INFORMATION

First_name	CITY OF	Priordate	01/01/1913
Last_name	LEMON	Per_cfs	0.770
Contact		Per_afa	0.00
Address1	MAYOR	Per_acres	0.00
Address2	303 1ST AVE W	Lic_cfs	0.770
City	LEMON	Lic_afa	0
State	SD 57638	Lic_acres	0.00
Plus4			
Telephone	0 0 0		
Comments1	PARTIAL VR-.04 CFS-1913;.12 CFS-1936;.12 CFS-1944;.12 CFS-1945;.16 CFS-1951;		
Comments2	.20 CFS-9/21/64		
Comments3			
Comments4			
Comments5			
Comments6			
Comments7			
Comments8			

Basin	GR	Hydrounit1	10131303	From_month	1
County_1	PK	Hydrounit2	0	From_day	1
County_2		Aquifer	FXHL	To_month	12
County_3		Mng_unit		To_day	31
		Type	VR		
Use_type1	MUN	Diversion1		GROUNDWATER	
Use_type2		Diversion2			
Use_type3		Diversion3			
Use_type4		Diversion4			
Use_type5		Diversion5			
Use_type6		Diversion6			

Dp_twn1	023N	Dp_twn2	000	Dp_twn3	000	Dp_twn4	000
Dp_rng1	16E	Dp_rng2	00	Dp_rng3	00	Dp_rng4	00
Dp_sec1	20	Dp_sec2	00	Dp_sec3	00	Dp_sec4	00
Dp_qsec1	AD	Dp_qsec2		Dp_qsec3		Dp_qsec4	
Dp_twn5	000	Dp_twn6	000	Dp_twn7	000	Dp_twn8	000
Dp_rng5	00	Dp_rng6	00	Dp_rng7	00	Dp_rng8	00
Dp_sec5	00	Dp_sec6	00	Dp_sec7	00	Dp_sec8	00
Dp_qsec5		Dp_qsec6		Dp_qsec7		Dp_qsec8	
Dp_twn9	000						
Dp_rng9	00						
Dp_sec9	00						
Dp_qsec9							

ADMINISTRATION INFORMATION

Permit No 239-1

VESTED RIGHT INFO.

Date Posted	09/21/1964
Date Received	02/05/1965
Wr_date	W/R'S
Date Constructed	/ /
Date of Beneficial Use	/ /
Orig_owner	
Orig_amnt1	0.57
Orig_amnt2	0
Pres_amnt1	0.77
Pres_amnt2	0
Pres_date	06/11/1971

PERMIT INFORMATION

Date Received	09/21/1964
Date Returned	09/23/1964
Date Corrected	10/02/1964
Date Approp	01/20/1965
Fifth_year	07/20/1965
Completion date	01/20/1966
Date for Beneficial use	01/20/1967
Cert_dte	07/22/1971
Lic_dte	07/22/1971
Cnckd_dte	/ /
Pmt_qual1	SQ
Pmt_qual2	
Pmt_qual3	
Pmt_qual4	
Pmt_qual5	
Pmt_qual6	
Pmt_qual7	
Pmt_qual8	
Pmt_qual9	
Pmt_qual10	

PARTIAL PERMIT INFO.

Ptl_prior1	/ /
Ptl_cfs1	0.00
Ptl_afa1	0
Ptl_prior2	/ /
Ptl_cfs2	0.00
Ptl_afa2	0
Ptl_prior3	/ /
Ptl_cfs3	0.00
Ptl_afa3	0
Ptl_prior4	/ /
Ptl_cfs4	0.00
Ptl_afa4	0

Permit_no 739-1

No_wells 06

WELL INFORMATION

WI_twn1	023N	WI_twp2	000	WI_twn3	000	WI_twn4	000
WI_rng1	16E	WI_rng2	00	WI_rng3	00	WI_rng4	00
WI_sec1	20	WI_sec2	00	WI_sec3	00	WI_sec4	00
WI_qsec1	AD	WI_qsec2		WI_qsec3		WI_qsec4	
Hole_dia1	12.0	Hole_dia2	0.00	Hole_dia3	0.00	Hole_dia4	0.00
Hole_dpth1	900	Hole_dpth2	0	Hole_dpth3	0	Hole_dpth4	0
Case_type1	ST	Case_type2		Case_type3		Case_type4	
Case_dia1	8	Case_dia2	0	Case_dia3	0	Case_dia4	0
Case_thck1	.025	Case_thck2	.000	Case_thck3	.000	Case_thck4	.000
Scrn_type1	SL	Scrn_type2		Scrn_type3		Scrn_type4	
Scrn_dia1	8	Scrn_dia2	0	Scrn_dia3	0	Scrn_dia4	0
Scrn_lng1	50	Scrn_lng2	0	Scrn_lng3	0	Scrn_lng4	0
Grvl_thck1	4	Grvl_thck2	0	Grvl_thck3	0	Grvl_thck4	0
Grvl_lng1	50	Grvl_lng2	0	Grvl_lng3	0	Grvl_lng4	0
Same_prop1	80	Same_prop2	0	Same_prop3	0	Same_prop4	0
Othr_prop1	160	Othr_prop2	0	Othr_prop3	0	Othr_prop4	0
Dpth_top1	0	Dpth_top2	0	Dpth_top3	0	Dpth_top4	0
Dpth_bttm1	0	Dpth_bttm2	0	Dpth_bttm3	0	Dpth_bttm4	0
Dpth_wtr1	36E3	Dpth_wtr2	0	Dpth_wtr3	0	Dpth_wtr4	0

WI_twn5	000
WI_rng5	00
WI_sec5	00
WI_qsec5	
Hole_dia5	0.00
Hole_dpth5	0
Case_type5	
Case_dia5	0
Case_thck5	.000
Scrn_type5	
Scrn_dia5	0
Scrn_lng5	0
Grvl_thck5	0
Grvl_lng5	0
Same_prop5	0
Othr_prop5	0
Dpth_top5	0
Dpth_bttm5	0
Dpth_wtr5	0

7-10-1995

NRShred

Nat-Res. Engineer

North Lemmon

Lemmon
(BM 2577)

73-9A-1

