5682

1. Considered 4-6, 1960
2. Name of Applicant Town of Midland
3. Post Office Address _____
4. Amount of water claimed 1.33
5. Source of water supply Ground waters (Phantom?)
6. Water to be used for Domestic
   Acres to be irrigated —
7. Water to be diverted and used in Andrews County about ~~miles~~ _____ of _____.
8. Proof of Publication Received _____ 1 al.
   Not Received _____
9. Application Approved ✓
   Subject to Rec fee
   Not Approved _____
   Action deferred _____
10. Remarks:

Form 2—Application for Permit to Appropriate Water—Original

No. 568-2

Water Division No. 2 Bad River District

(Blanks to be Filled by the Engineer for the W. R. C.)

RECEIVED JAN 11 1939 STATE WATER RESOURCES COMM. PIERRE, SOUTH DAKOTA

APPLICATION FOR PERMIT

To Appropriate Water within the State of South Dakota

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

1. Name of applicant Town of Midland, South Dakota

Postoffice address Midland, County Haakon, State South Dakota

I. If a corporation A municipal corporation

(a) Name of same Town of Midland, South Dakota

(b) Date and place of incorporation 1906

(c) Amount of capital stock

(d) Amount paid in

(e) Names and addresses of directors Town Board of Trustees Chairman, Joseph Schilling--Members, Floyd Sammons Robert Ellsworth

(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) By contract

(b) Cash on hand, $

(c) Treasury stock, $

(d) Bonds to be issued, $25,000.00

(e) Other resources, $Adequate

Map No. 539-2

2. Name of diversion work Midland Municipal Well No. 2

3. Amount of water claimed 1.33 cubic feet per second or about 600 GPM.

4. Source of water supply Well

5. Location of point of diversion 413 feet S 19°10' W. from the center of Sec. 6, T1N, R25E, BHM, on Outlot "E", Town of Midland, S. Dk. bank County.

6. Annual period or periods during which water is to be used Daily throughout the year

7. To be used for:

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 No irrigation

(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.)

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

(a) Nature of use For municipal water supply, including 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 On same owner's property On property owned by others

* Shallow well

** In Dakota Sands

8. Estimated cost of work:

(a) Head Gates, $_____ (b) Pumping plant $_____

(c) Fluming, $_____ (d) Canal-earth, $_____ Rock, $_____

(e) Other structures Well $36,000.00 Total, $_____

9. Description of diversion works:

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

_____

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_____FEET DEPTH AT OUTLET—ACRES	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 1/2 years.

11. Time required for complete application of water to the proposed beneficial use 1/2 years.

12. Choice of newspaper for publication of notice of intention to appropriate _____ Pioneer - Review, Philip, S. D.

STATE OF SOUTH DAKOTA }
County of Haakon } ss.

I, Joseph Schilling representing the Town of Midland, 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.

Signed Joseph Schilling

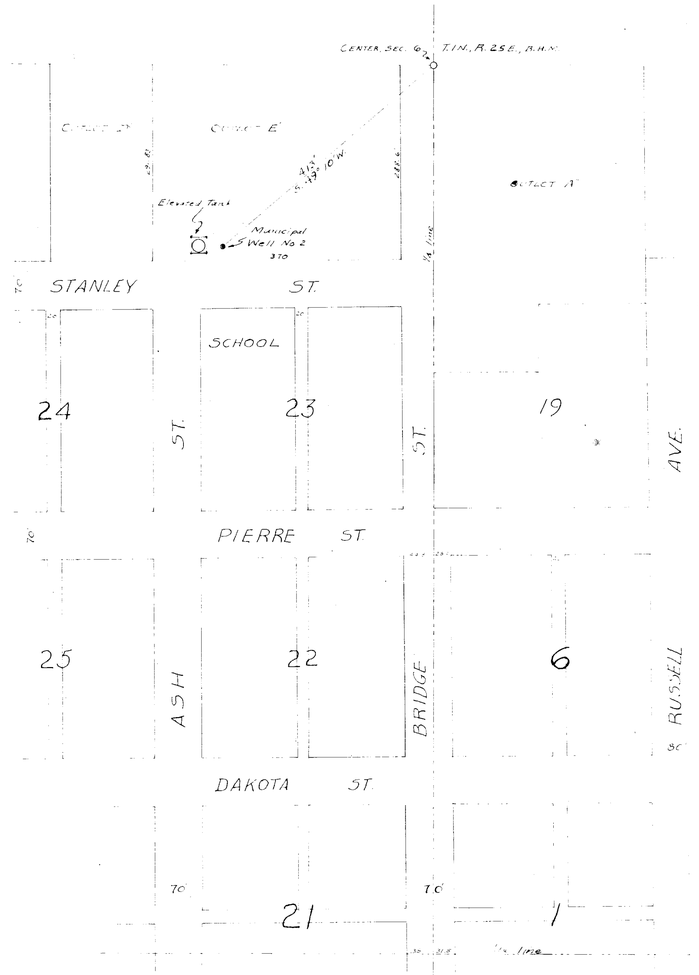
Subscribed and sworn to before me this 4th day of January 1950

T. E. Bigg

Notary Public (or other qualified officer.)

*Each diversion must have a headgate or measuring device.

MAP OF WELL SITE
MUNICIPAL WELL No 2
MIDLAND, SOUTH DAKOTA
SCALE: 1" = 100 FT.



SURVEYOR'S CERTIFICATE

I, V. L. Rugg, a Registered Land Surveyor, do hereby certify that, at the request of the Town of Midland, South Dakota, I determined the location of the site of the proposed Municipal Well No. 2 and prepared the above map, which is a true representation thereof.

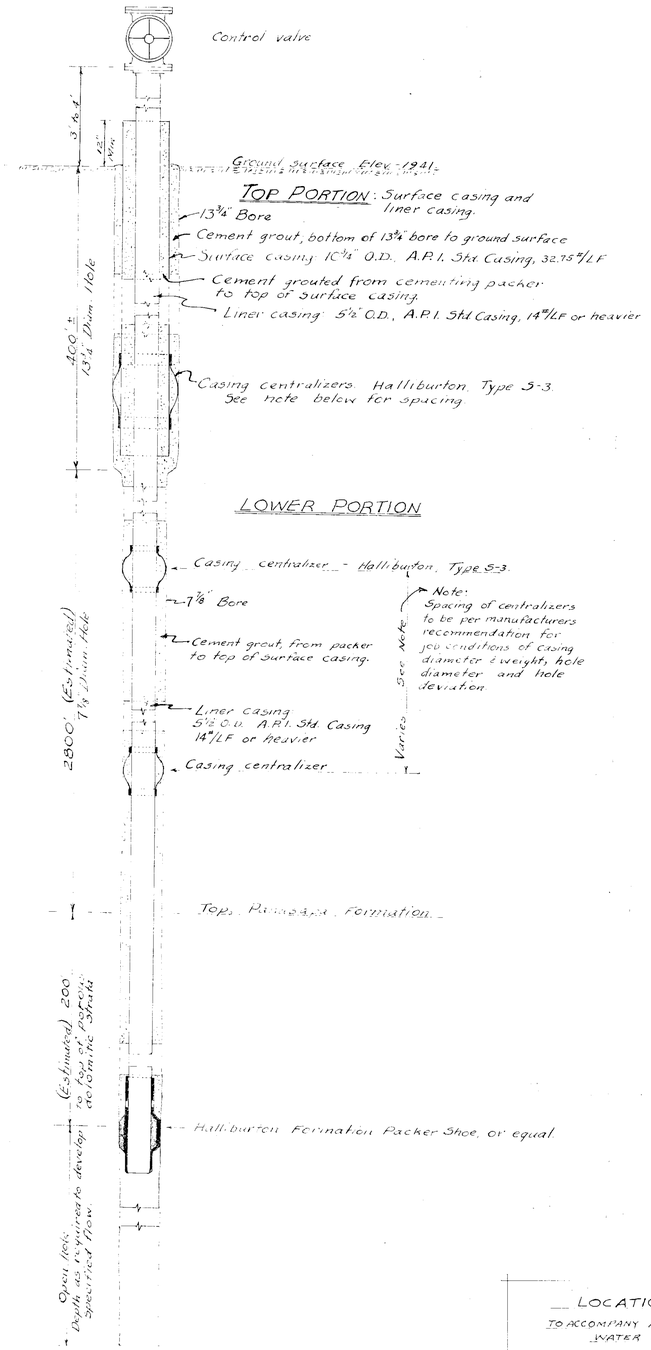
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of January, 1960.

V. L. Rugg
Registered Land Surveyor

ACKNOWLEDGMENT

Subscribed and sworn to before me this ____ day of January, 1960

_____
Notary Public



TYPICAL WELL DETAILS
(No Scale)

LOCATION MAP AND WELL DETAILS

TO ACCOMPANY APPLICATION FOR PERMIT TO APPROPRIATE WATER FOR MUNICIPAL WATER SUPPLY

MUNICIPAL WELL No. 2
MIDLAND, SOUTH DAKOTA

PREPARED FOR THE TOWN OF MIDLAND, SOUTH DAKOTA BY
STAVEN ENGINEERING CO.
RAPID CITY, SOUTH DAKOTA — JANUARY, 1960

Map 539-V (Appl. No. 5648-V)

Remarks by State Water Resources Commission:

STATE OF SOUTH DAKOTA
County of Hughes } ss.

Pierre, South Dakota, April 19, 1960

This is to certify that the foregoing application was received by the Commission at 9:30 o'clock a.m. upon the 11th day of January, 1960.

State Water Resources Commission
By: Burton Lifmann
for Chief Engineer, Executive Officer

Number of permit 568-2

Date of first receipt of application January 11, 1960

Date of return to applicant for correction, amendments or changes required as follows: Jan 11, 1960

Date of receipt of corrected application January 13, 1960

Date from which applicant may claim right January 11, 1960

Approved April 6, 1960, Recorded in Book 6 Page 24

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 6, 1960

2nd. The whole of said work is to be completed on or before October 6, 1960

3rd. The limit of time for proof of beneficial use of water appropriated in accordance herewith is April 6, 1961

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 1.33 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 seventieth (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 needs and beneficially ~~applied for irrigation~~ on or before April 6, 1961; said water to be used during the following described annual period:

continuously

Witness my hand this 19th day of April, 1960.

State Water Resources Commission
By: [illegible]
Chief Engineer, Executive Officer

Certificate of Construction Issued August 23, 1962

Water License Issued August 23, 1962

Form 2A -- Wells (Supplement to Form 2)

9. (Continued)

III. Well Specifications

(a) Hole and casing

Size of drill hole or excavation 13-3/4" 7-7/8", Depth 400' 3100' (Approx.)

Type of casing Steel (wood, concrete, steel, etc.)

Size of casing 10.75" 5.50", Thickness of casing 0.279" 0.244"

Length of casing 10.75"-400' 5.50"-3100' (Approx.) If collection gallery, length, size and depth of gallery

(b) Screens

Type of perforated screen None

Size of perforated screen (diameter), (length)

Thickness of gravel pack , length of gravel pack

(c) Water Bearing Materials

Distance to water 3200'. Character of water bearing materials Pahasapa limestone: dolomitic, gray, porous, with small dolomite rhombs; estimated 3350-3450-foot depth at Midland.

Thickness of water bearing material 300' to 400'

(d) Pump and Motor

Type of pump Anticipate flowing well (centrifugal, propeller, mixed flow, etc.)

Name of pump , size

Kind of motor (gasoline, electric, diesel, etc.)

Horsepower , Name of Motor

(e) Complete well

Capacity 600 GPM at drawdown of . Estimated cost $36,000.00

(f) Owner of land upon which well is located Town of Midland, South Dakota
Name

Address

(g) Distance to nearest existing wells

On same owner's property 2100 feet* On property owned by others 1300 feet**

* Shallow well
** In Dakota Sands

Form No. 26.

STATE OF SOUTH DAKOTA

WATER LICENSE No. 568-2

WHEREAS, On the 11th day of January A. D. 19 60

the town of Midland

~~X~~ County of Haakon and State of South Dakota duly made application (No. 568-2) to us for a permit to use 1.33 cubic feet per second of the waters of artesian ground water County of Haakon, State of South Dakota, for municipal purposes; and

WHEREAS, On the 19th day of April A. D. 19 60 Permit No. 568-2 was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 6th day of October A. D. 19 60 and for the application to beneficial use of said water on or before the 6th day of April A. D. 19 61 and,

WHEREAS, On the 14th day of June A. D. 19 62 the holder of said permit duly made proof of the completion of adequate works for the diversion of 1.33 cubic feet per second of said waters, as evidenced by our Certificate No. 568-2 dated August 23, 1962 confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 1.33 cubic feet per second of water, with date of priority of January 11, 1960 ~~XXXX~~ and,

WHEREAS, On the 14th day of June A. D. 19 60 proof was duly made of the application to beneficial use of 1.33 cubic feet per second of said water; to be used for municipal supplies for the Town of Midland

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 the Town of Midland

xx ---------- the holder---- and owner---- of said permit No. 568-2

a water right, dating from January 11, 1960 to the use of 1.33

cubic feet per second of the waters of artesian ground water

in the County of Haakon and State of South Dakota, or so much thereof as may be necessray for the purposes hereinbelow mentioned, to be diverted at a point S19°10' W from the center of Section 6, T1N, R25E

and conducted through the town water system

for the purpose---- of municipal use

subject, however, to the laws of the State of South Dakota applicable to a license for the use of the waters of the State, and subject, also to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS, My hand and seal of our office at Pierre, South Dakota,

this 23rd day of August A. D. Nineteen

Hundred and Sixty-Two.

State Water Resources Commission

By:

Chief Engineer, Executive Officer
J. W. GRIMES

STATE OF SOUTH DAKOTA

Water License No.

To

Source of Supply ---------- County

Am't ---------- c. f. s.

Point of Diversion

Place of Use

Purpose

Date of Priority

Recorded

in Book ---- of ---- Page ----

Form No. 20.

Permit No. 568-2

Water Division No. 2 Bad River Water District

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to Certify, That the Town of Midland

xx, County of Haakon, and State of South Dakota, the holder of Permit No. 568-2, issued upon Application No. 568-2, bearing date of priority of January 11, 1960, authorizing the diversion of 1.33 cu. ft. per second of the waters of artesian ground water County of Haakon, State of South Dakota, at a point S49°10' W 413' from the center of Section 6, T1N, R25E, for municipal purposes, has fully 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 1.33 cu. ft. per second of water; and that xxxxxxxxxxxxxxxxxxxxxxxxx the use of said water are described as follows, to-wit: to be conducted through the city water system for distribution to municipal users.

Witness my hand this 23rd day of August A. D. 1962

State Water Resources Commission

By:

Chief Engineer, Executive Officer
J. W. GRIMES

Form 8—Notice of Intention to Appropriate Water

No. 569-2

(First Publication on or before March 10 1960.)

APPROPRIATION OF WATER

Office of State Water Resources Commission,

Pierre, S. Dak., January 21, 1960.

Notice is hereby given that the Town of Midland whose postoffice address is Midland 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 1.33 cubic feet of water per second of time from the ~~ground water~~ through the Midland Municipal Well #2, the point of diversion of which is to be located on the ~~bank of said stream~~ in the NW¼ of the SW¼ of Section 5 Twp. 11 Range 25E. Said water to be used for the purpose of providing ~~irrigation on the following described lands~~ municipal water supplies for the Town of Midland

~~and/or~~ ~~xxxxxx~~.

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 6th day of April, 1960, 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:

~~Chief Engineer-Executive Officer~~
Burton F. Jones,
Water Right Specialist

cc: C.H. Satzinger-Manager
Philip Pioneer Review
Philip, South Dakota

Form 11—Proof of Publication—Appropriation of Water.

568-2

No. 568-2

PROOF OF PUBLICATION

RECEIVED
APR 19 1960
STATE WATER RESOURCES COMM.
PIERRE SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
County Haakon } ss.

Lu Emler being duly sworn, deposes and says the annexed printed copy of Notice of Intention to Appripriate Water was taken from the Pioneer-Review a newspaper which during the whole itme of publication of said notice herein after stated, has been and is printed and published in the City of Philip County of Haakon and State of South Dakota; that the said notice was published in said newspaper on the following dates:

January 28, 1960

February 4, 1960

February 11, 1960

February 18, 1960

in each and every issue of the full number thereof, the first publication being made on the 28th day of January 19 60 and the last publication on the 18th day of February 19 60, upon which days or times of publication aforesaid the newspaper was regularly published, and that during the whole time of said publication he was assistant editor the printer and publisher of the said newspaper.

Lu Emler

Subscribed and sworn to before me this 27th day of February A. D. 1960

Notary Public Haakon County, S. D.

No. 568-2
APPROPRIATION OF WATER

Office of State Water Resources Commission
Pierre, S. Dak.
January 21, 1960

Notice is hereby given that the Town of Midland whose postoffice address is Midland, 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 1.33 cubic feet of water per second of time from ground water through the Midland Municipal Well No. 2, the point of diversion of which is to be located in the NE¼ of the SW¼ of Section 6, Twp. 1N, Range 20E. Said water to be used for the purpose of providing municipal water supplies for the Town of Midland.

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 6th day of April, 1960, 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
(Publish Jan. 28 - Feb. 4 - 11 - 18.

Form 16

RECEIVED
JUN 18 1960
STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

Permit No 568-2

Water Division No. 2 Belle Fourche Water District

NOTICE OF COMPLETION OF WORKS

This blank must be filed 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.) Midland, S. D.

(Date) June 15, 1960

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

DEAR SIRS: Notice is hereby given of the completion of the works for the diversion of Midland Municipal Well No. 2 1.33 cu. ft. per second of the waters of the state from Well through the Pahasapa-Limestone Formation for Municipal water supply including fire protection purposes Permit No. 568-2 Completed 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 Town of Midland Midland, South Dakota

2. The postoffice address of such person or the place of business of such corporation is Midland County of Haakon State of South Dakota

3. The number of such permit is 568-2 and the date set for the completion of such work is May 30, 1960

4. Said water to be used for Municipal 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 1.33 cubic feet per second.

6. The amount of land for which said water is available is Outlot E Town of Midland acres, particularly described as follows: 413 ft. S 49° 10' W from corner of Sec. 6 T1N, R25E BHM on Outlot "E" Town of Midland, SD

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

Tyler E. Edstrom, Town Clerk,
(Signature of Owners) Town of Midland, So. Dak.

Form No. 21

Permit No. 568-2

Water Division No. 2 Bad River Water District

Certificate of Examination of Works

Report of Examining Engineer

To the State Water Resources Commission, Pierre, South Dakota:

Dear Sirs: I hereby certify that in accordance with your letter of authorization dated _____ 19____, I have this day made a thorough examination of the diversion works constructed by Town of Midland, of Haakon County, South Dakota, holder of Permit No. 568-2, issued upon Application No. 568-2, bearing date of priority of Jan 1, 1960, authorizing the diversion of 1.33 cu. ft. per second of the waters of Groundwater for Municipal purposes. I have to report on the condition of the same as follows:

The diversion works comprise: One 6" Pumpquip 3311 deep well w/ 40 HP 1075 RPM 3 ph 42 of 5.5" casing. No meters on distribution system. Well House. Well Pump Motor. Well House into an elevated 65,000 gal. tank. One flow pressure is 270 P.S.I.

and the system is in the following condition: Good

The point of diversion is located 413' S & 92' W from the center of Sec. 6, T1N, R25E B.H.M. in Outlot E.

The works are capable of diverting and conveying to the place of use 550 G.P.M. cu. ft. per second of water, which is to be used for Municipal & Fire protection

The legal sub-divisions to be irrigated are: _____

_____ comprising a total of _____ acres of land.

The domestic use intended comprises Municipal & Fire protection

The utilization for power, mining, or other beneficial uses comprises: _____

Witness my hand, this 14th day of June, A. D. 19 61

—SEAL—

Examining Engineer.

RECEIVED
JUN 13 1960
STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

ENGINEER'S REPORT ON
CONSTRUCTION OF MUNICIPAL WELL NO. 2
MIDLAND, SOUTH DAKOTA

The Contractor, E. A. Robb Well Servicing of Casper, Wyoming, moved onto the well site and began drilling about April 12, 1960. At 10:30 a.m. on April 13 we were notified by Mr. Schilling, of the Midland Town Board, that the driller had advised him the 10-3/4" surface casing was installed and would be cemented in that morning. The driller, Mr. White, had not notified me of the casing run, as it was agreed he would do. Mr. Schilling was quite sure that not more than 200 feet of such casing had been installed, instead of the specified 400 feet. After trying to contact Mr. Robb at Casper, the writer left for Midland at once, arriving while the cementing operation was in progress. Being too late to sound the hole in advance of cementing, I informed the driller that the depth to cement would be sounded before any drilling tools went in the hole. The driller stated the depth of hole was 403 feet and that the amount of casing in the hole was 396 feet. Cement delivered to the site and used totalled 150 sacks, plus 2 sacks of calcium chloride. A strong cement return, estimated at 20-30 sacks, indicated that the driller's statement was not true. Had the depths of hole and casing been as claimed, it would have required substantially more cement to accomplish the strong return shown.

On the following day the hole was sounded showing a depth of 152 feet to the top of the cement. Had the hole been 403 feet deep, as claimed, the condition would have required about 276 sacks of cement to accomplish the cement return shown.

It was recommended to the Town Board that the Contractor be contacted at once to correct the situation by either: (1) Starting all over again in a new location, or (2) installing a minimum 400 feet of 8-5/8" casing in the existing 10-3/4" casing and a 9-7/8" bore hole. When contacted, Mr. Robb disclaimed all knowledge of the driller's action and readily agreed to run in the 8-3/4" casing as required. He also agreed to replace the driller at once, which was done.

The 8-3/4" casing was run in to a depth of 406 feet. Mr. Robb conferred with engineers of the Halliburton Oil Well Cementing Co., recognized specialists in the field of well cementing, who advised the following cementing procedure:

1. The 8-5/8" casing to be suspended inside the 10-3/4" casing and bore hole by a bridge collar across the top of the 10-3/4" casing.

2. Both the 8-5/8" casing and the deep string of 5½" casing to be cemented in one continuous operation.

3. The deep string of 5½" casing to be cemented in two stages to avoid excessive hydrostatic head which would ensue with single-stage cementing from a probable depth of 3200 feet to the ground surface in one continuous operation.

The considerable hydrostatic head required to keep such a long column of cement moving entailed some risk that weaker streaks of the various formations would break down and absorb the incoming cement slurry for a time, during which the top of the cement column would stop moving upward in the annular space. The high temperatures anticipated at that depth would serve to accelerate the setting of the cement, with some consequent risk of "bridging" of the cement before completion of the cementing operation. Two-stage cementing would be accomplished by a Halliburton "DV" multiple-stage cementing tool incorporated in the string of casing.

In operation the first stage of cement, equal to the computed required volume plus 30%, is pumped down; being "chased" by a finned rubber by-pass plug which passes through the "DV" tool and seats on the float shoe near the bottom of the casing. A check valve in the float shoe prevents any cement slurry from backing up into the casing when pump pressure is taken off. An opening "bomb" (so-called from its shape) is then dropped down the casing. This cannot pass through the DV tool, but centers on the lower of two seats formed in the tool. Raising the pump pressure shears a brass pin and forces an inner sleeve downward, opening the cementing ports. Second-stage cement is pumped through these ports, being "chased" by the solid rubber top plug which is stopped by the upper seat in the DV tool. Increasing the pump pressure shears another brass pin, forcing the closing sleeve downward and sealing the cementing ports. The above procedure and equipment were approved subject to clarification of details by the Halliburton Co.

It was agreed that the drill cutting samples would be picked up and cared for by Mr. F. E. Pohle, of Philip, South Dakota. "Pop" Pohle, as he is familiarly known, is a deep-well hobbyist with a well-grounded knowledge of local water-bearing formations and was a faithful attendant at the job throughout most of the work.

The driller's log indicates that on April 10, at 2224 feet depth, the well started to flow strongly. The driller's comment, "Hit soft break at 2194" was especially significant. This would be at an elevation of minus 249, mean sea level datum, and indicated, in our opinion, a comparatively soft, water-bearing streak in the Sundance formation. The record logs of two wells in this general area show that this formation was encountered at depths of minus 237 and minus 278, M.S.L. datum, respectively, which evidence served to confirm our opinion. The speed at which the bit penetrated below the 2194-foot depth was probably such that the bit had penetrated to about 2220-foot depth by the time the flow of water arrived at the surface.

On the morning of April 28 Mr. Robb called from Midland, advising that they were drilling at 3140-foot depth in mixed shale and limestone-streaked formation. He was instructed to proceed with drilling until a solid, consistent limestone was encountered on which to set the 5½" casing. It was estimated that this would be found at approximately 3200-foot depth.

At noon the writer was contacted by Mr. S. A. Reefover, District Engineer for the Halliburton Oil Well Cementing Co. at Casper, Wyoming. He advised that Mr. Robb had consulted with his firm as to the best way of handling the cementing job at Midland and that they wished to clear all details with us before proceeding. After reviewing the proposed procedure and equipment he recommended the following:

1. That the flow from the well not be "killed" by a heavy mud column prior to cementing. He stated that the column of cement slurry would effectually "kill" the flow and result in a better cement job, due to better bond on the casing which would be scoured clean by the hot water.

2. That the DV cementing tool be set in the casing string at a point below the flow (from the Sundance formation) it was desired to "kill".

3. That the cement mix for the job should be:

50/50 Pozmix "A" cement.
Plus 4% Gel, by volume.
Plus 1/4 lb. Floccle per sack. (3/8" cellulose flakes)
Weight of slurry, 13.6# per gal. Slurry yield, 1.43 C.F. per sack.

This mix was prescribed to obtain a slurry having improved dispersion (pumpability), retarded setting time to offset high temperatures, good formation sealing qualities, improved corrosion resistance and a reduced weight. This would be beneficial in formations which would not stand a heavy hydrostatic bottom hole load while circulating cement slurry to the ground surface.

When the ability of the cement slurry to "kill" the flow was questioned he reassured the writer that cement slurry of the specified mix could be counted on to seal off the flow with certainty, with placement of the DV tool as prescribed. Since he represented a firm recognized throughout the industry as expert consultants in the field of well cementing, his recommendations were accepted and approved for use on this job. Verification of this was made to Mr. Floyd Sammons, of the Midland Town Board, immediately thereafter.

On the evening of April 28 Mr. Robb again called, advising that the last sample showed consistent limestone cuttings at 3194-foot depth. He was instructed by the writer to set the 5½" casing at that depth; this instruction being immediately verified to Mr. Sammons of the Town Board.

At Midland, on April 29, the crew finished "coming out of the hole" about 8:30 a.m. With the bit out of the hole, the flow from the Sundance formation, as it flowed in the waste ditch, was estimated by the writer at 400 to 500 GPM. The observed temperature at the casing head was 130° F. In the writer's opinion, it was all coming from the Sundance formation in the 2194-2255-foot depth zone. It was believed that the flowing pressure from this zone precluded any contribution to the flow from the Dakota-Lakota series.

The 5½" casing run was started about 9:00 a.m. on April 29. The driller's log indicated a fairly consistent shale run in the 2255-2392-foot depth zone and it was decided to set the DV cementing tool at a depth of approximately 2300 feet, as closely as possible without cutting casing, or about 89½ feet above the bottom of the hole.

At about 850-foot depth the casing started to drag in the hole and would not sink of its own weight. An adapter was made to fit the casing to the Kelly in order to "wash" the casing down while rotating it. However, the recirculation pump was too clogged with drill cuttings, principally shale, to operate and several hours were required to dismantle and clean it. It was important that the water be fairly free from shale to avoid clogging the check valve in the float collar near the bottom of the casing; in which event it would be necessary to pull the casing to clear it. Additional time was spent re-vamping the mud pit, which was partially filled with drill cuttings from the well, so that shale-free water could be circulated.

At 5:00 p.m. work on the casing run was resumed. The casing was rotated like a drill, then retracted slightly and lowered again; water being circulated through it in the meantime. This was continued all night, but very little progress was made. The theory was advanced that one of the hard, slaty lumps colloquially known as "noggins", quite common in shale formations, had washed loose from its lodgement in the wall of the bore and was acting somewhat in the manner of a ball valve in the hole; allowing water to flow, but obstructing the passage of the casing. On the following morning, May 30, it was decided to pull the casing and ream out the hole to the bottom.

In view of the strong flow the writer advised the Contractor to obtain mud and weight material necessary to "kill" the well which, he agreed, was a good precautionary measure. Accordingly, he contacted Mr. Stovall, of Stovall Mud Engineers at Casper, Wyoming, who agreed to start 45,000 lbs. of heavy weight material on the road at once and come to Midland himself to design the mud mix and supervise that phase of the work. A truck was dispatched to Belle Fourche for a load of bentonite. A back-hoe was obtained to clean out the mud pit. A list of the setting depths for the centralizers and DV tool was left in the driller's desk. On resumption of the casing run, these settings were to be checked by Mr. Schilling. The writer then returned to Rapid City.

At 7:00 p.m. that evening (April 30) Mr. Robb called, advising that they had reamed the hole and that about 1300 feet of casing had

been run in with no trouble. He called again at 11:55 p.m. advising that the casing run should be completed in about 3 hours.

On May 1st, the writer arrived in Midland at 2:45 a.m. The total of measured casing in the hole was 3199.9 feet, this total being checked by adding machine. When an additional depth of at least 10 feet was indicated by the Kelly, the drill pipe register was machine-checked by Mr. Schilling and the writer. Errors in addition were found to total slightly over 23 feet, all "short", indicating that the hole was actually 3217 feet deep, instead of 3194 feet. An error of 20 feet was found in the addition of one drill pipe length to total 1660.26 feet; therefore, 20 feet should be added to the depth indicated on the tags attached to all drill cutting samples taken below 1630-foot depth. The completed casing run showed a total depth of 3242 feet (to the nearest foot) by measured casing, all depths being measured from the Kelly bushing at elevation 1945, M.S.L. datum. The 25-foot difference between the total of the drill pipe register and the total of measured casing can only be accounted for by errors in measuring or recording the lengths of either or both items. A depth of 3242 feet was accepted by the writer as the most probable true depth of casing. The DV cementing tool, set 898 feet above bottom, is at 2344-foot depth.

Mr. Stovall was on the job, as were the materials for making up the heavy mud. The Contractor decided to follow Halliburton's recommendation to kill the well with cement slurry and, in the event of failure, to do so with a heavy mud column, while ordering out additional cement to complete the job.

The cement requirement, as computed by the Halliburton Co., was found to be 68 sacks less than our computations indicated. After a mutual re-check of computations, the Contractor obtained an additional 80 sacks of Type I cement. This was added during the last part of the first stage of cementing so that the heaviest cement slurry is in the bottom portion of the hole.

The first stage of cementing started at 9:35 a.m. on May 1st, and displacement was completed at 10:13 a.m. The opening bomb was dropped and the DV tool was opened at 10:25 a.m. Mud was circulated through the cementing ports and measured at the Halliburton truck. At about 70 barrels of fluid displacement, a good showing of Flocele flakes was obtained at the casing head, indicating that the casing was securely cemented below the DV tool.

The second stage cement was pumped in, the top plug placed and displacement of second stage cement started at 11:19 a.m. Fluid appeared to be coming out the top at about the same rate displacement fluid was being pumped in and, for a time, it appeared that the try would succeed. Then circulation dropped suddenly to a mere trickle as some weak formation broke down and began to absorb cement, until the top plug came down on the DV tool, closing the ports. Shortly thereafter, the well flow picked up again, showing that the attempt to kill the well with cement slurry had failed.

After discussion with Mr. Robb and the Halliburton crew chief the following plan was decided upon:

1. To have Neutron and Gemoton logs run on the well by Layne Wells Co., out of Newcastle, Wyoming, to determine the nature of the various formations and to locate the top of the annular cement column; then, gun perforate the casing just above that point.

2. Mix heavy mud and circulate through perforations to kill the well and recirculate to form mud cake on the walls of the weak formations.

3. Cement top portion through gun perforations.

The Layne Wells truck arrived and logged the well at about 9:00 p.m. Top of consistent cement was shown to be at 2245-foot depth, an even 100 feet above the plug at the DV tool which was logged at a depth of 2348 feet. Four 1/2" holes were gun perforated at 2244 feet. In a few minutes a very strong flow fountained about 6" above the 5½" casing. Its temperature was measured at 147° by the Layne Wells operator who estimated the formation temperature to be about 160° F. About midnight, after great difficulty, the crew finally capped the 5½" casing with a cementing cap and the flow was reduced to that coming from the 5½" - 8-5/8" annulus, plus the 8-5/8"-10-3/4" annulus, restricted by the bridge cap suspending the 8-5/8" casing. A by-pass ditch was dug to carry the flow past the mud pit.

Mixing of heavy mud began immediately, using Halliburton equipment, and at about 3:40 a.m. (May 2) an attempt was made to kill the flow. However, a break in the ditch allowed too much water to leak into the mud pit, cutting the mud viscosity from 46 to approximately 33. The flow from the well dropped to approximately the mud recirculation rate for about 15 minutes, then picked up rapidly once more as the mud was thinned out or lost into formation. Mixing of a second batch of mud was begun at about 4:45 a.m.

All remaining weight material went into the second batch of mud. At 10:00 a.m. this mud, having a weight of 10.4 lbs. per gallon and a viscosity of about 43, was started into the hole. Flow from the well stopped completely at times as mud was absorbed into formations. Mud was recirculated until 2:00 p.m. to form a mud cake on the bore wall. When pumping was stopped a gradually increasing flow from the well showed that the flow was still "alive". Without delay a batch of 100 sacks of Type I cement, with 2% calcium chloride and 1/2 lb. of Flocele flakes per sack admixed, was slowly fed in as a formation sealant. This was followed at 4:45 p.m. by another batch of 150 sacks. This was fed in very slowly to allow absorption into weak formations, the column being "bumped" occasionally with pump pressure to keep it moving.

At about 5:45 p.m. the cement column did not respond to "bumping" pressure. The pressure was gradually raised to 2500 p.s.i. without being able to move the column. This pressure was held on for about 30 minutes; then the valve was closed while still under pressure giving, in effect, a "squeeze" job on the weak formation zone. Flow from the well dropped abruptly to about 2 GPM. It was decided to keep the pressure on all night; then run another Gemoton log to locate the top of the cement, gun perforate the casing and complete

the cementing. At 9:30 p.m. all flow from the well had stopped.

At 5:45 a.m. on May 3, a small flow estimated at about a gallon per minute, was noted from the 8-5/8" - 10-3/4" annulus. The Neutron and Gemoton logs showed the top of consistent cement at 1840 feet; then a void spot (98 feet) from 1840 feet to 1742 feet; and cement, evidently channelled, from 1742 feet to 1602 feet; above 1602 feet some channelled cement and cement "stringers". Four 1/2" holes were gun perforated at 1630 feet to "squeeze-cement" the void at 1840 feet-1742 feet and, if possible, to complete the cementing through the channelled 1742-foot - 1602-foot zone to the surface.

Started cementing at 9:45 a.m. A moderate flow out of the top indicated that good circulation was established through the channelled zone and an attempt was made to complete the cementing to the surface. The available cement, totalling 150 sacks of Pozmix, with 4% Gel and 185 sacks of Type "A" cement, with 4% Gel, was pumped in and the top plug started down at about 10:15 a.m. Displacement was made with clear water and the even flow from the top indicated good and uninterrupted circulation throughout displacement. A satisfactory cement return was not obtained, although traces of cement "strings" were noted.

About 3:00 p.m., after allowing time for initial set of cement, a line with a wooden float was dropped into the 5½"-8-5/8" annulus, showing a depth to water of 21 feet. A steel weight, 2"x5"x1/2" was next sent down. It sank easily through the water but at 150-foot depth encountered a thick material through which it would not sink more than 4 or 5 feet. This was presumed to be inter-mixed material at the top of the cement column, containing too much mud to obtain a hard set.

Mr. Ballard, the Layne Wells Co. operator, was consulted as to running a log to locate the top of the cement in the outer (8-5/8"-10-3/4") annulus. He advised that he could not, with any certainty, locate the top of the cement through two strings of casing of such diameters. The following procedure was then agreed upon:

1. Cement the remaining 150 feet of the inner annulus through 150 feet of 1/2" pipe run down the annulus to the existing top of the cement.

2. Weld a closure between the top of the 8-5/8" and 10-3/4" casings, with a 2" coupling welded into the closure through which to pump cement. Then, force into the annulus a volume of cement slurry equal to the computed volume of the entire annulus, to 400-foot depth, plus 30% excess. Any water in the annulus, being thinner than the cement slurry, would be squeezed out into formation, to be followed by any excess cement, as the pressure was raised.

By 9:00 p.m. all was in readiness to finish cementing the 5½"-8-5/8" annulus, and cement was started slowly into the 1/2" pipe. Immediately, a corresponding flow started from the open cementing nipple in the outer annulus, indicating that the cement in the inner

annulus was excessively channelled, permitting circulation down through the inner annulus and up through the outer. This, in turn, raised some doubt as to the location of the top of the consistent cement below the bottom of the 8-5/8" casing. In any event, the present method of cementing was not satisfactory under the conditions revealed, since there was no way to apply the pressure necessary for a squeeze job.

Mr. Robb had left the rig and could not be located. After some search, the writer returned to the rig and informed the foreman on duty that we could not accept this type of cementing for reasons explained; and that the method to be used would be determined after another Cemoton log had been run. Also, the Halliburton crew were to wash out the cement just placed with clear water so as to allow free passage of cement slurry upward from below during the next stage. All members of the Town Board were present as the situation was explained.

The following morning, May 4, after conferring with Mr. Robb, another Cemoton log was run. The logging tool bumped solidly on some obstacle at 486-foot depth. The Halliburton crew theorized that:

1. It might be the rubber top plug returned by back pressure through a leaking gun perforation, or

2. An offset break in the casing, or

3. A string of channelled cement hung up in the casing.

Whatever the cause, the writer believed it imperative to cement in the 406-foot string of 8-5/8" surface casing with no further delay before proceeding with other work. This would prevent any disastrous washout under the bottom of the 180-foot string of 10-3/4" casing. The Cemoton log showed the top of consistent cement at the 440-foot depth, with channelled cement above.

The top of the inner 5½"-8-5/8" annulus was welded shut and a 2" cement connection left, as for the outer annulus. The theoretical volume of the outer annulus was 56 C.F. and a volume of 154 C.F. of Type I cement slurry was pumped into this space. No slurry returned up through the inner annulus and it was learned that the cement placed in the aborted surface cementing attempt on the previous night had not been washed out. This quantity was reported to be about 48 sacks. The 1/2" pipe was again run down the inner annulus, hitting solid cement at 141-foot depth, and 28 sacks of Type I cement slurry was placed, giving a strong cement return.

A flow of some 10 to 15 GPM had been coming from the 5½" casing since the previous night. This was probably coming from the Dakota-Lakota series and indicated that the obstacle at 186-foot depth would pass water. If one or more of the gun perforations at 1830-foot depth were leaking (possibly due to excessive fluid at the time of displacement) this would account for the flow. It was first necessary to definitely locate the point of leakage into the 5½" casing.

A packing gland cap was placed on the 5½" casing and a soft-

tailed fishing tool pumped down on a logging wire. The tool snagged solidly at 1025-foot depth, indicating leakage at the gun perforations. (The perforating tool was zeroed on the Kelly bushing; the fishing tool being zeroed at the casing head.)

After a phoned conference with the Halliburton offices at Casper and Denver the following was prescribed: To pump 125 sacks of Type I cement down through these holes. If unable to get the formation to absorb all of it, to hold the pressure on for at least 20 minutes with the cementing plug valve closed. If no drop in pressure was noted the squeeze job would be a success. Accordingly, the 125 sacks were pumped in. When the volume of displacement fluid indicated about 20 to 30 feet of cement slurry left in the casing the pumping pressure rose abruptly. Pressure was raised to 1200, then to 1400 psi with no further absorption of cement or reduction in pressure for 30 minutes. The cementing plug valve was backed up by a bull plug to prevent any possible loss through valve leakage; the time being 7:30 p.m. The earliest permissible time for cement drillout would be about 5:00 p.m. on May 7, 1960. It was agreed that the writer would not be present during cement drillout unless required by some unforseen emergency. The writer then returned to Rapid City.

Upon checking the cementing record it is found that, exclusive of the great amounts of weighted mud and the cement used in cementing the original 10-3/4" casing, 1891 C.F. of cement slurry had been pumped down the hole, the theoretical volume of whose annuli totalled 656 C.F. In other words, it required cement slurry in an amount of 2.88 times the theoretical volume of the annuli to complete the job.

On May 9 Mr. Robb advised the writer that the cement drillout, started on the evening of May 8, should be completed about 4:00 a.m. the next morning, the drillout being done with a 4½" bit. On May 10 the writer arrived in Midland at 9:45 a.m. All cement had been drilled out and the hole was down to 3287-foot depth. The crew was bringing drill pipe out of the hole to change bits, which was done at 11:30 a.m. Current drill cuttings showed consistent pink limestone. No water flowing.

The Contractor had fitted a 5" drilling through valve, rated at 500 p.s.i. with wear bushing, at the top of the 5½" casing. He had also provided a 5" API x 4" NPT swedge adapter and an "Orbit" make, 4" steel gate valve, rated at 500 p.s.i. W.P., together with miscellaneous 4" steel pipe and fittings.

Samples at 3295 feet to 3305 feet showed increasing amounts of gray and bluish gray chips, mingled with occasional green-gray and red-brown cuttings. Some "whip" in thedrill pipe was noted at 3303-foot to 3305-foot depth. The well came in abruptly and strongly with the bit at 3317-foot total depth. Flow in the waste ditch was estimated at 300-400 GPM, with the 4½" bit still in the 5" I.D. casing.

The steep north slope of the hill at the well site had been deeply gullied by previous flows from the well. It was recommended that further flow into this gully be prevented in order to avoid

cutting dangerously close to the well. Accordingly, a diversion ditch was cut to deflect the flow to the northwest where it could discharge over a gentler slope, clear of the washed-out area. Temperature of the water spraying from the casing around the drill pipe was measured at 146° F. The thermometer was accidently broken shortly after and the temperature of the full-flowing water column was not obtained, but it is estimated at 150° F. With the bit out of the casing, the flow of water in the ditch was estimated at approximately 600 GPM. At 8:10 p.m. the drilling-through valve was closed and the well left shut down all night. At 11:45 p.m., when again checked, no leakage was visible.

On the following morning, May 11, the writer tried to attach a test head to measure the static pressure in order to know what setting to order for the safety relief valve. There was not enough clearance under the drilling table to mount the test head vertically and not enough fittings to bring the test head out from under the drill table. The foreman advised that the substructure would be removed by about 2:30 p.m.

The closed in pressure, with an estimated 15 GPM leak due to dry threads, was measured at 250 p.s.i. and is estimated at 265 p.s.i. with all connections water-tight. Flow volume was measured through a standard, 2½" short-tube, corrected for true area cross-section and determined to be 520 GPM at a flowing pressure of 12.5 p.s.i. Unrestricted flow measurement by the water trajectory method was not made, due to the fact that the direction of the discharge pipe, as restricted by the drilling rig, would probably result in some damage to the school's parking area. It is estimated that the unrestricted flow would exceed 600 GPM. After completing the above measurements the writer returned to Rapid City.

It is probable that at least some cooling of the water will have to be done to provide a more satisfactory water supply. Due to shortage of immediate funds the Town Board plans to dispense with cooling equipment for the present and to manually control the flow into the elevated tank through an outside 4" steel pipe carried up one of the tower legs, to discharge into the top of the tank. This would pose something of a problem in sub-zero weather unless a slow flow is maintained in the fill pipe. This, in turn, would present some risk of eccentric ice loading on the structure unless the overflow pipe is extended to the ground level and discharged in an adequate waste line. While these various points have been called to the attention of the Town Board, treatment of these items is beyond the scope of this Report.

RECOMMENDATIONS:

1. It is recommended that the control headworks for the well embody the various items shown in the drawing attached to this Report. Crane Co. items are shown by catalog numbers solely to indicate the class of equipment desired. Items of other manufacturers may be used if equal in construction or performance characteristics.

2. It is recommended that the 4" main control valve, No. 1, be not used for regulating the rate of flow from the well, since the gate and gate guides will soon be damaged at reduced flow. This

should always be left in wide open position, except when closed to effect piping changes or completely shut off the flow for other reasons. This valve should have a sign attached firmly to it reading:

WARNING: IF FLOWING, MINIMUM CLOSING
TIME FOR THIS VALVE IS THREE MINUTES.

3. That the control headworks be housed in a compact, padlocked metal housing or that, otherwise, all valves be secured by padlocks.

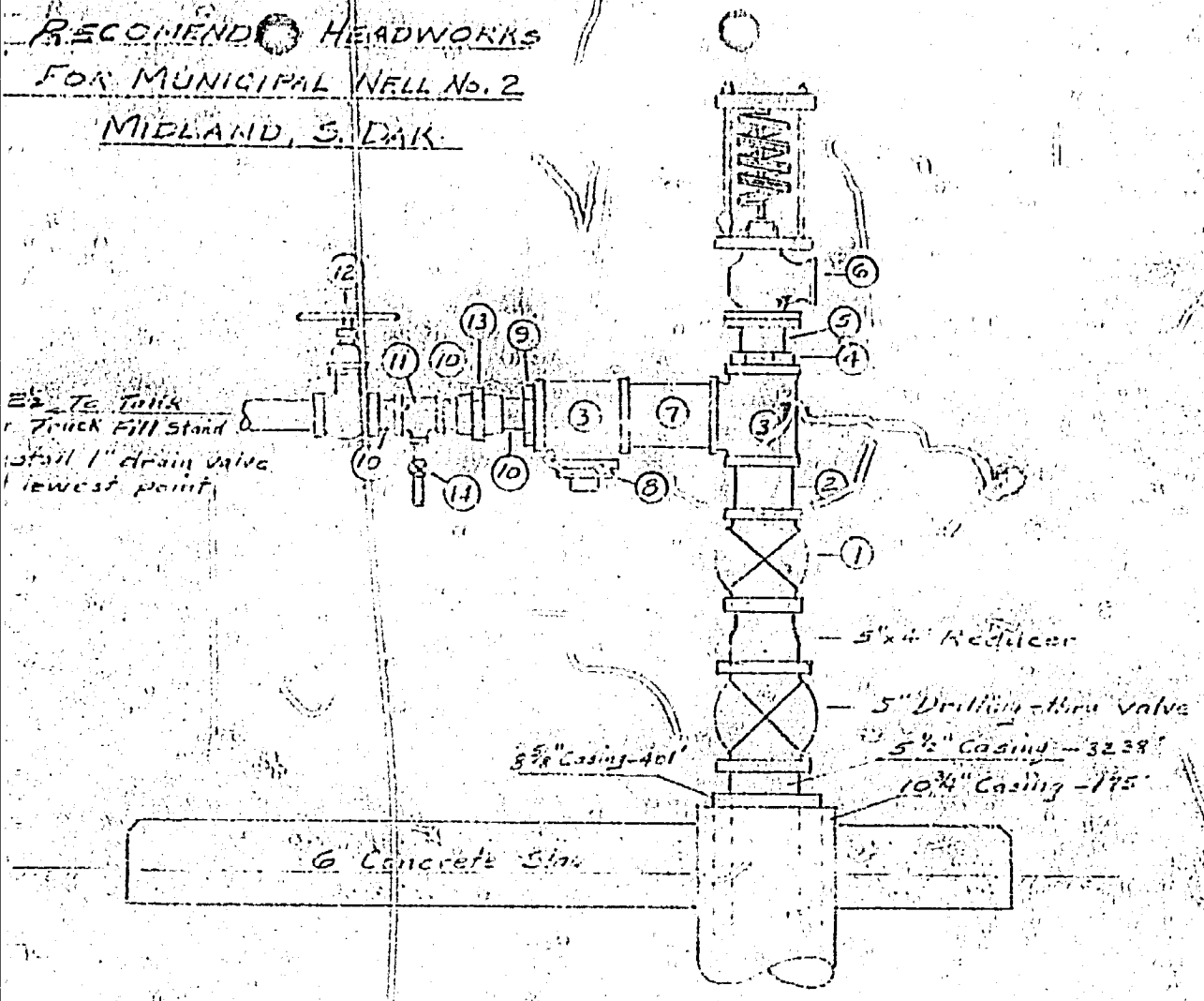
Respectfully submitted,

STAVEN ENGINEERING COMPANY

By: V. L. Rugg
V. L. Rugg, P. E.

June 6, 1960

RECOMMENDED HEADWORKS
FOR MUNICIPAL WELL NO. 2
MIDLAND, S. DAK.



(1) Well control valve, 4"

(2) 4" Nipple, 4" lg. (3) 4" Tees (4) 4 x 3" Bushing (5) 3" Nipple - 4" long.

(6) Pressure relief valve, 3", with outside spring equal to Crane No. 1113 LX. Order with relief factory set at 320 lbs. per sq. in.

(7) 4" Nipple - 8" long

(8) 4" Plug, Brass (Non rusting) This outlet may be used for a well "blow-off" or to connect emergency fire line to City main, if desired.

(9) 4" x 2½" Bushing (10) 2½" Nipples. (11) 2½" x 2½" x ¾" Tee, bushed to ½"

(12) Regulating (throttling) valve, 2½", with tapered plug-type disc and replaceable seat of hardened stainless steel. Crane No. 382 P, or equal.

(13) 2½" Union, ground brass joint, for 400 psi working pressure.

(14) ½" Valve, brass or bronze. For easy draining coil or cold weather waste.

Throttling valve (12) should always be closed before opening or closing control valve (1). If flowing, minimum closing time for valve (1) should be 3 minutes.

STAVELI ENGINEERING CO.
JUNE 1960

REPORT ON MIDLAND MUNICIPAL WELL NO. 2
MIDLAND, SOUTH DAKOTA

Work was begun on September 12, 1968, to try and repair the well. The valve was removed and a lubricator stabbed on the existing casing, the logging tool was run down to 221 feet where it encountered an obstruction which was believed to be a parted casing. Seventy-five sacks of cement were pumped in with a theoretical top of 211 feet. Six hours later pressure was released and the well flowed indicating that the cement was out in the formation. We pumped another 98 sacks in with top of cement at 90 feet and when pressure was released, we had a plug in the casing from 90 feet to 163 feet. While this plug was in place and before drillout, water began showing in the crack in the hill east of the well and also by the standpipe.

Immediately after drillout, a collar locator logging tool (2-3/4" diameter) was sent to the bottom and the well was logged. This showed separations at 221 feet, 482 feet, 940 feet and 2,790 feet and that the casing was badly corroded throughout. A bridge plug was set at 429 feet and 100 sacks of cement were placed from 102 feet to 429 feet with a pressure of 300 PSI. The cement was drilled out to 220 feet, pressure tested at 500 PSI and then a milling tool was used to mill through the offset at 221 feet and complete drillout of remainder of cement and plug. During this period, the leaks in the hill which had appeared were now dead which leads me to believe that the major leak was at the 221 foot depth, but being the casing was in such bad shape, the leakage could have been throughout the area above 429 feet.

The valve on the well head would not close so another 25 sacks were placed from 47 feet to 23½ feet to plug the well and repair the valve.

Using a tapered mill, we milled out the cement and continued to 482 feet where the mill would torque and jump. We thought it might be a part of the bridge plug but when we pulled the milling tool, we brought out 2-1/2" of casing threads.

A cement bond logging tool was then run and cleared the offset and we ran the log from the total depth. We then tried to run the bridge plug to the bottom but it snagged at the 482 foot depth.

We again tried milling but it appeared we were in the casing with the mill but the casing was turning in the hole. So we again tried running the bridge plug which hung up at the 482 foot depth.

It was decided to cement this section and 25 sacks of cement with 2 sacks of gilsonite and 1 sack of calcium chloride were placed with the top at 472 feet which actually was at 482 feet when we tagged it.

The leak at the southeast corner of the hill had showed again before this last plugging below 482 feet which had now stopped leading us to believe that the well still had leakage above this area. We ran a packer in to isolate leakage found below 440 feet. We ran 35 sacks with top at 404 feet and squeezed with 600 PSI. Pressure tested above this point to surface and held at 500 PSI.

The cement drillout was accomplished and at the 482 foot mark we began getting shale cuttings leading us to believe that we were out of pipe. We tried various

combinations of hard cobbles, cement, etc., to try and enter the pipe with no avail. We continued drilling to 498 feet where the bit would torque and jump but would not enter the casing.

Project was aborted on September 28, 1968.

FINDINGS:

All of the leaks except the one on the lower east toe of the hill have been stopped at this time. This one particular leak has lost most of its head but does raise in a cellar to 4 feet and then levels off.

The cement plug top is at 482 feet ± and just how deep it is, is questionable. Theoretically, the well bond could be cemented to approximately 650 feet if no cement had left the casing.

RECOMMENDATION:

Due to the uncertainties involved, it would be my recommendation that to insure a positive seal and so as not to hazard a blow out which could be disastrous to the elevated tank and the surrounding dwellings, the well should be re-entered and an additional 200 ± sacks of cement be squeezed at the -480 foot level at 1,000 PSI; or that drilling be accomplished to about the 600 foot level and if the pipe were not entered, squeeze this area; or if the pipe were entered run a cement plug in at the 1,650 foot level where the cement bond log shows good cementing and again place a cement plug from 600 feet to the surface.

J. T. BANNER & ASSOCIATES, INC.

F. R. Pfisterer
S. D. Registration No. 1512

6 June 1969

SPECIFICATIONS

FOR

ARTESIAN WATER WELL

(Well No. 3)

FOR

TOWN OF MIDLAND, SOUTH DAKOTA

Prepared For

Board of Trustees

Floyd Sammons	President
Olin Peters	Trustee
George Stroppel	Trustee
Ray E. Noble	Clerk

Prepared By

J. T. Banner & Associates, Inc.

Consulting Engineers

2040 West Main Street

Rapid City, South Dakota

November - 1968

SPECIFICATIONS

for

ARTESIAN WATER WELL
(WELL NO. 3)

for

TOWN OF MIDLAND, SOUTH DAKOTA

Prepared For

BOARD OF TRUSTEES

Floyd Sammons	-	President
Olin Peters	-	Trustee
George Stroppel	-	Trustee
Ray E. Noble	-	Clerk

Prepared By

J. T. BANNER & ASSOCIATES, INC.
Consulting Engineers
2040 West Main Street
Rapid City, South Dakota

NOVEMBER - 1968

TABLE OF CONTENTS

Notice to Contractors----------NC 1 - 2

Instructions to Bidders----------IB 1 - 3

State of Qualifications----------SQ 1 - 3

Proposal----------PR 1 - 5

Bid Bond----------BB 1 - 2

Contract----------C 1 - 4

Performance and Payment Bond----------PB 1 - 2

General Conditions----------GC 1 - 19

Special Conditions----------SC 1 - 3

Detailed Specifications---------- 1 - 9

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DRAWINGS:

Location and Vicinity Map

Plot Plan

Well Cross Section

NOTICE TO CONTRACTORS

Notice is hereby given that the Town of Midland, South Dakota, will receive sealed competitive bids for the construction of a municipal water well. The proposed well will be drilled into the Madison Formation and will consist of approximately 400 lineal feet 12¼" drill hole, 400 lineal feet 8-5/8" surfacing casing, 2,800 lineal feet 7-3/4" drill hole, 3,200 lineal feet of 5½" casing, 3,200 lineal feet 2-7/8" EUE Plastic coated tubing, 150 lineal feet 4-3/4" drill hole, well screen and miscellaneous valves and fittings.

The bids must be prepared on forms supplied by the Town of Midland and filed with the Town Clerk in Midland, South Dakota, not later than 8:00 P.M., M.S.T., on December 3, 1968, at which time and place all bids will be publicly opened and read aloud in the presence of the bidders and their representatives. No bids will be received after the specified hour and date, and bids which are not prepared and filed in accordance with "Instructions to Bidders", may be rejected.

All bids must be accompanied either by a certified check or cashier's check or draft payable to the Town of Midland, South Dakota, in the amount of five percent (5%) of the total sum of the bid, such check or draft to be issued either by a state or national bank domiciled within the State of South Dakota, or shall be accompanied by a bid bond in an amount of twenty percent (20%) of the total bid and drawn on a surety licensed to do business in the State of South Dakota. The check or bond will be retained by the Town as liquidated damages if the successful bidder refuses or fails to enter into a Contract and Performance Bond in accord with his bid when notified of the award.

The proposed construction contract together with the Specifications for the construction work may be seen at the office of the Town Clerk in Midland, South Dakota, and may be obtained from the office of J. T. Banner & Associates, Inc., Engineers, P.O. Box 1072, Rapid City, South Dakota, 57701 or LeClair Operating Company, Inc., 500 First National Bank Building, Casper, Wyoming, 82601, with a deposit in the sum of twenty dollars ($20.00) of which ten dollars ($10.00) of such deposit will be returned to bona fide bidders upon return of the Specifications within ten (10) days after the bids are received.

Partial payments will be made monthly, on estimates prepared and approved by the Engineer for work satisfactorily executed.

By statutory authority materials and processes which are manufactured or developed in the State of South Dakota will be given preference.

Bids may not be withdrawn after the time fixed for opening. The Town of Midland reserves the right to waive irregularities and reject any and all bids.

BY ORDER OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF MIDLAND, SOUTH DAKOTA.

By S/ Floyd Sammons

Floyd Sammons, President
Board of Trustees

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions together with those contained in the "Notice to Contractors".

IB-1. CONTRACT DOCUMENTS: The following are part and parcel of the Contract and whenever the word "Contract" appears herein the same shall be held to include all of these items:

a. Legal and Procedural Documents
   1. Notice to Bidders
   2. Instructions to Bidders
   3. Proposal
   4. Contract
   5. Performance Bond

b. General Conditions of the Contract

c. Special Conditions

d. Detailed Specifications Requirements

e. Drawings

IB-2. DEFINITIONS: Whenever the word, "Owner" is used herein, it shall mean the Town of Midland, South Dakota. Whenever the word, "Bidder" is used in the documents, it shall mean each or any of the persons, partnerships or corporations submitting proposals for the performance of the work covered by these Specifications. Whenever the term, "Engineer" is used, it shall mean the Engineer employed by the Owner to supervise the construction covered by these Specifications.

IB-3. PROPOSALS: Bids shall be made upon the form furnished herein with all items properly filled out; numerals shall be written in ink, and the signature of all persons signing shall be in longhand. The completed form should be without interlineations, alterations or erasures.

Bids shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for. No oral telephonic or telegraphic proposals or modifications will be considered.

Before submitting a bid, bidders shall carefully read the Specifications and form and terms of the Contract, shall visit the site of the work, and shall duly inform themselves as to all existing conditions and limitations, and shall include in the bid a sume to cover the cost of all items included in the Contract. Making a bid creates a conclusive presumption that these things have been done.

All bids must be sealed, addressed to and deposited with the Town Clerk, Midland, South Dakota, on or before the day and hour set for the opening of the bids in the advertised "Notice to Bidders". The bids must be endorsed on the outside with the title of the work and the name of the bidder.

IB-4. PROPOSAL GUARANTEE: Each proposal shall, as a guarantee of good faith on the part of the bidder, be accompanied by a certified check or bank draft drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total bid or a bid bond in the amount not less than twenty percent (20%) of the total bid.

IB-5. WITHDRAWAL OF BID: Bids may be withdrawn by the bidder prior to, but not after, the time set for the opening of bids.

IB-6. INTERPRETATION OF DOCUMENTS: Should a bidder find discrepancies in or omissions from the Specifications or should he be in doubt as to their meaning, he shall at once notify the Engineer, and if the point in question is not clearly and fully set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining a set of Contract Documents as provided for in the "Notice to Bidders". Each person requesting an interpretation will be responsible for the delivery of his request to the Engineer. The Owner will not be bound by, nor responsible for, any other explanation or interpretations of the proposed documents than those given in writing as set forth in this paragraph. No oral instructions, interpretations, or representations shall be binding upon the Owner.

IB-7. SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES: Whenever in the Specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words, "or equivalent", and the Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal in every respect, then the Contractor must furnish the material, process or article specified or one that, in the opinion of the Engineer, is equal thereof in every respect.

IB-8. AWARD OR REJECTION OF BIDS: The Owner reserves the right to reject any part or all of any and all bids and to waive any informalities in bids received.

IB-9. CONSIDERATION OF THE PROPOSALS IN AWARDING THE CONTRACT: Promptly after the opening of the proposals a compilation of them will be prepared, and the certified checks of those bidders, who in the judgment of the Owner, should not be considered in making the award, will be returned. The other checks, except that of the successful bidder, will be returned as soon as a contract is awarded or after a lapse of thirty (30) days of time from the opening of bids. Check of the successful bidder will be returned as soon as contract and bond are executed. The contract will be awarded within thirty (30) days after the opening of bids unless all bids are rejected. The successful bidder will be required to execute the contract and furnish the performance bond required within ten (10) days of receipt of the notice of award to him. Failure to do so shall be just cause for the annulment of the award and in the event of such annulment, the certified check or bid bond of the bidder shall become the property of and payable to the Town of Midland. Award may then be made to another bidder or the Owner may call for other bids.

IB-10. COMPARISON OF BIDS: Proposals will be compared on the basis of the Engineer's Estimate of quantities, which are included in the Proposal Form. The basis of payment will be accual quantities of work performed and accepted. If upon completion of the project, the actual quantities shown either increase or decrease from the quantities shown in the Proposal, the unit prices submitted in the Proposal shall still prevail. Time is of utmost importance and the bidders should plan adequate forces and plan to maintain the work schedule called for in the Special Conditions of the Specifications. Time of completion will be taken into consideration at the discretion of the Town along with cost in making the award.

IB-11. COMPETENCE OF BIDDERS: Each bidder shall submit to the Owner prior to time set for opening, an attested statement on the prescribed forms, showing satisfactory evidence of his competency to perform the work contemplated. The Owner reserves the right to reject a bid if the bidder has not submitted a statement of his qualifications by the time of the opening of the bids.

The bidders will be required to furnish a statement covering experience on similar work, a list of machinery, plant, and other equipment available for proposed work, and a statement on financial resources dated within thirty (30) days prior to the date of the opening of the bids. The Owner reserves the right to make such investigation of information submitted as is deemed necessary if in the best interest of the Owner.

IB-12. DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one proposal for the same work from an individual, firm, partnership or corporation under the same or different names.

Evidence of collusion among bidders. Participants in such collusion may receive no recognition as a bidder for any future work.

Unbalanced proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work judged from the standpoint of workmanship and progress.

Incompleted work which in the judgment of the Owner might hinder or prevent the prompt completion of additional work, if awarded.

For being in arrears on existing contracts, in litigation with the Owner or having defaulted on a previous contract.

STATEMENT OF QUALIFICATIONS

TO: President & Board of Trustees
Town of Midland
Midland, South Dakota

PROJECT: Artesian Water Well (Well No. 3)
Town of Midland, South Dakota

DATE SUBMITTED _____ LETTING DATE _____

The following statements of qualifications and experience are current for _____

_____ of _____
Name of Organization Address

We are incorporated in _____
State

Our principal contract work is _____

1. Experience Record
(a) completed projects (list 5, minimum)

Location and Description of Work	Owner	Contract Amount	Date Completed

(b) work in progress

Location and Description of Work	Owner	Contract Amount	Status & Remarks

(Add additional sheets if required)

The following list of equipment is proposed for use on this project:

Description	Manufacturer	Size & Class	Capacity	Year Mfg.	Remarks

(Add additional sheets if required)

Our superintendent or foreman on this project will be _____.
Name

His experience includes _____

(Add additional sheets if required)

General statement of experience and qualifications of this organization includes:

(Add additional sheets if required)

Our bonding company is_____

_____
address

I hereby certify that all the statements outlined above or attached hereto are a true representation of_____

_____
Name of Organization

Attest:_____ Prepared by_____
Signature

_____ Title_____

Address_____

_____

Phone_____

PROPOSAL

TO: THE PRESIDENT AND BOARD OF TRUSTEES
TOWN OF MIDLAND
MIDLAND, SOUTH DAKOTA

The undersigned proposes and agrees that he will enter into and perform the Contract attached hereto, and of which the following schedules form a part and will do the construction work therein set forth, and furnish all labor, materials, tools, equipment, transportation and service for said construction in strict accordance with the Drawings and Specifications, forming a part of the Contract Documents; for the prices shown on the following schedules:

ARTESIAN WATER WELL
(WELL NO. 3)

Item No.	Spec. Ref.No.	Work or Material	Estimated Quantity and Unit Price	Total
1.	1-05A	Mobilization and Demobilization	Lump Sum @_____ (words) _____ (\$_____) per L.S.	\$_____
2.	1-05B	Drilling 12¼" Diameter Hole	400 Lin. Ft. @_____ (words) _____ (\$_____) per L.F.	\$_____
3.	1-05C	Furnish & Install 8-5/8" Surface Casing	400 Lin. Ft. @_____ (words) _____ (\$_____) per L.F.	\$_____
4.	1-05D	Cementing Surface Casing	270 Sacks @_____ (words) _____ (\$_____) per sack	\$_____

Item No.	Spec. Ref.No.	Work or Material	Estimated Quantity and Unit Price	Total
5.	1-05E	Rig Stand-By(Surface Cement Curing)	12 Hours @_____ _____ (words) _____(\$_____) per Hr.	\$_____
6.	1-05F	Drilling 7-7/8" Diameter Hole	2,800 Lin. Ft. @_____ _____ (words) _____(\$_____) per L.F.	\$_____
7.	1-05G	Rig Stand-By (Logging)	8 Hours @_____ _____ (words) _____(\$_____) per Hr.	\$_____
8.	1-05H	Furnish & Install 5½" Casing	3,200 Lin.Ft. @_____ _____ (words) _____(\$_____) per L.F.	\$_____
9.	1-05I	First Stage Cementing(5½" Casing)	250 Sacks @_____ _____ (words) _____(\$_____) per Sack	\$_____
10.	1-05J	Second Stage Cementing(5½" Casing)	500 Sacks @_____ _____ (words) _____(\$_____) per Sack	\$_____
11.	1-05K	Rig Stand-By Time (5½" Casing Cement Curing)	48 hours @_____ _____ (words) _____(\$_____) per Hr.	\$_____

Item No.	Spec. Ref.No.	Work or Material	Estimated Quantity and Unit Price	Total
12.	1-05L	Drill Out Cement (5½" Casing)	Lump Sum @_____ (words) _____(\$_____) per L.S.	\$_____
13.	1-05M	Cement Bond Log	Lump Sum @_____ (words) _____(\$_____)per L.S.	\$_____
14.	1-05N	Drilling 4-3/4" Diameter Hole	150 Lin.Ft. @_____ (words) _____(\$_____) per L.F.	\$_____
15.	1-05O	Furnish & Install 2-7/8" Tubing	3,200 Lin. Ft. @_____ (words) _____(\$_____) per L.F.	\$_____
16.	1-05P	Production Packer	Lump Sum @_____ (words) _____(\$_____) per L.S.	\$_____
17.	1-05P	Well Screen	Lump Sum @_____ (words) _____(\$_____) per L.S.	\$_____
18.	1-05P	Well Head Master Valve	Lump Sum @_____ (words) _____(\$_____) per L.S.	\$_____

Item No.	Spec. Ref. No.	Work or Material	Estimated Quantity and Unit Price	Total
19.	1-05P	Tubing Head	Lump Sum @_____ (words) _____ (\$_____) per L.S.	\$_____
			TOTAL	\$_____

The undersigned has examined the location of the proposed work and is familiar with the Specifications and all Contract Documents related thereto, and the local conditions at the place where the work is to be done.

The undersigned understands and agrees that the estimated quantities submitted herewith are approximate only, and that the basis of payment will be the actual quantities.

If awarded the Contract the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days of receipt of the notice of award of said Contract, and to begin work within_____ (words) (_____) calendar days from date of Notice to Proceed, and agrees to complete the work within_____ (_____) calendar days from the date of receipt of Notice to Proceed.

The undersigned further agrees, that if awarded the Contract for the work included in this Proposal, to complete and deliver the work contemplated in accordance with the conditions set forth in the Contract Documents.

The undersigned has checked carefully all the above figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is a certified check, cashier's check, or bid bond in the sum of_____ (words) (\$_____)

Said check is made payable to the Town of Midland, South Dakota. Said check is given as a guarantee that the Bidder will enter into the Contract and Performance Bond on the forms attached hereto, if awarded the work, and the amount thereof represents the agreed liquidated damages that the Town of Midland will sustain if the Bidder fails or refuses to enter into said Contract in which event said check shall be immediately paid to the Town of Midland and retained by it as payment of said liquidated damages and not as a penalty.

The undersigned acknowledges receipt of the following addenda to the Specifications (give number and date of each):

Addenda No.	Dated

Unless otherwise required by law, the undersigned agrees that the Town of Midland, South Dakota, has the right to hold all bids received for a period of thirty (30) days after the date of opening thereof.

_____
Contractor

By_____

Title_____

Business Address_____

_____

Telephone_____

State of Incorporation_____

Dated this_____day of_____19____.

****

Being an unsuccessful bidder, the undersigned acknowledges the return of this security, a _____in the amount of_____

_____($_____)
(words)

Bidder _____

By_____ Date_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____hereinafter called the Principal, as

Principal, and the_____

_____, of_____

a corporation duly organized under the laws of the State of_____

_____hereinafter called the surety, as Surety, are held

and firmly bound unto Midland, South Dakota, hereinafter called the Obligee, in

the sum of_____

($_____), for payment of which sum well and truly to be made, said

Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction of an Artesian Water Well (Well No. 3), and other appurtenances, for the Town of Midland, South Dakota.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS_____day of_____19____.

In the presence of:

_____ (seal)
PRINCIPAL

_____
WITNESS

_____ (seal)
TITLE

_____
ADDRESS

_____ (seal)
SURETY

_____
WITNESS

_____
TITLE

_____
ADDRESS

CONTRACT

THIS AGREEMENT, made and entered into this_____day of_____,19____,

between the Town of Midland, South Dakota, and_____

_____

of_____in the State of

_____hereinafter called the Contractor.

WITNESSETH, that for and in consideration of the payment, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the said parties hereby covenant and agree as follows:

That the Contractor at his own proper cost and expense, shall do all the work and furnish all labor, materials, equipment and tools necessary to construct in good workmanlike and substantial manner and to the satisfaction of the Engineer an Artesian Water Well included in the schedules in the "Specifications for Artesian Water Well (Well No. 3)", dated 1968.

In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Contract and the completion of the work embraced herein according to the Plans, Specifications, and conditions herein contained and referred to, the Town of Midland shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Contract and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices shown in the Proposal.

Time shall be of the essence of this Contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work by and at the time mentioned or by and at such other time to which the period of completion may be extended, damages will be sustained by the Town of Midland, South Dakota, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay and it is, therefore, agreed that said Contractor shall pay to the Town of Midland as liquidated damages and not as penalty, one hundred dollars ($100.00) per day for each and every calendar day of the additional time in excess of the Contract time limit and any granted extension thereof, which said amount is hereby agreed upon as the damage that will be suffered by the Town of Midland, South Dakota, by such failure to complete the work within the time named; and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire Contract, or any right which the Town may have to claim, sue for and recover as compensation

and damages for nonperformance of this Contract. No charge will be made by the Contractor for hindrances or delays from any cause whatsoever in the progress of the work.

Said work shall be commenced within _____ (_____) days after Notice to Proceed and shall be completed within _____ _____ (_____) calendar days after Notice to Proceed. PROVIDED, however, that should the Contractor be delayed in the prosecution of the work by any act, neglect, or fault of the Town of Midland or by any damage caused by fire, flood or any other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended. There is hereby reserved the right to accept and make use of any portion of said work or any portion thereof whether completed or not and without in any way thereby releasing the surety on the bond of said Contract.

Monthly payments based upon approximate estimates of the amount of and value to the Town of expenses incurred during the preceding month, as computed by the Engineer and approved by the Town of Midland, shall be made to the Contractor during the progress of the work on or before the 20th day of each calendar month, provided that ten percent (10%) of the amount of the estimated value of the work done shall be retained until the work is fully completed and accepted by the Town of Midland and this Contract in all respects fully performed by said Contractor. The making of said monthly payments by the Town of Midland shall not be construed as an acceptance on the part of the Town of Midland for any part of the work done or materials furnished under this Contract but simply as payments on account, provided, also that such monthly estimates need not be paid unless the Contractor shall furnish the Town of Midland an affidavit showing a complete list of all just debts incurred, the amounts paid thereon and the amount owing by the Contractor on such debts, including labor, sub-contractors, materials, feed and fuel bills, board and grocery bills contracted or incurred in the performance of this Contract. Within a reasonable time after the acceptance of the work according to the Contract, the Town of Midland shall certify a final estimate based upon the quantities measured by the Engineer and computed according to the unit prices hereto attached, showing the total work done or required and the amount due the Contractor therefor. After deducting therefrom all provisions of this Contract, or as required by law, payment in full shall be made to the Contractor, provided, that before such final payment is made the Town of Midland, may require the Contractor to show to its satisfaction that all just debts due to all laborers, mechanics, material men and other persons who have supplied said Contractor, or any sub-contractor under this Contract, feed and fuel bills, board and grocery bills have been paid. All prior partial estimates and payments will be subject to correction in the final estimate and payment.

It is understood and agreed that the Notice to Contractors, Instructions to Bidders, all included requirements of the Proposal, Bond, Specifications and Plans, as hereto attached and/or referred to in said documents, form essential parts of this Contract and whether the same are attached hereto or on file with the Town Clerk of Midland, they shall have the same force and effect as if spread at length herein.

Payment of the final estimate under this Contract, including the ten percent (10%) of the partial estimates retained as herein provided, shall not be due or payable

until the notice of the completion and acceptance of the work under this Contract shall have been given by publication and posting for the time and in the manner required by the laws of the State of South Dakota.

IN WITNESS WHEREOF, the Board of Trustees of the Town of Midland, South Dakota, has caused this agreement to be executed by its President and sealed and attested by its Town Clerk in its behalf and the Contractor has signed the same the day and year in this Contract first above written.

TOWN OF MIDLAND, SOUTH DAKOTA

BY _____
President, Board of Trustees

Attest:

_____
Town Clerk

_____
Contractor

By _____

_____

INSTRUCTIONS FOR EXECUTING CONTRACT

If the Contractor be a corporation the following certificates should be executed:

I,_____,certify that I am the Secretary of the Corporation named as Contractor hereinabove;

that_____who signed the foregoing Contract on behalf of the Contractor was then_____of said Corporation;that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

_____
Secretary

If the Contract be signed by the Secretary of the Corporation, the above certificate should be executed by some other officer of the Corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of so much of the records of the Corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or assistant secretary under the corporate seal to be true copies.

Any corporation doing business in the State of South Dakota must first file and receive such authorization from the Secretary of State of South Dakota as required by law, S.D.C. 11.20 (as amended).

The full name and business address of the contractors should be inserted and the Contract should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Contract.

If the Contractor should be operating as a partnership, each partner should sign the Contract. If the Contract be not signed by each partner there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we,_____

_____
(Contractor)

hereinafter called the "Principal", and_____
(Surety)

_____

a corporation, organized and existing under the laws of the State of_____

_____, and duly authorized to transact business in the State of South Dakota, a surety, hereinafter called "Surety" are held and firmly bound unto the Town of Midland, South Dakota, as obligee and hereinafter called "Obligee", in the just and full sum of_____dollars ($_____), lawful money of the United States of America to be paid to the said "Obligee", which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that

WHEREAS, the above principal has entered into the Contract with the said Obligee, dated this_____day of_____19____. for the construction of

_____

which Contract is herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of said Obligee pursuant to which said Contract was entered into, that these presents should be executed.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in anywise effect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the above principal shall in all respects comply with the terms and conditions of said Contract, and his(their or its) obligations thereunder, including the Specifications therein referred to and made a part thereof, and such alteration as may be made in such Specifications , as herein or therein provided for, then this obligation to be void, or otherwise to be and remain in full force, effect and virtue.

AND, the further condition of this Bond is that in the event said Principal shall fail to pay all just claims and demands on the part of any employee, persons, firms

or corporations for labor and materials furnished for or used in connection with the prosecution of the work under said Contract, or pay all taxes which may accrue to the State of South Dakota under the provisions of the "Use Tax Act of 1939", and Chapter 479 of the South Dakota 1957 Session Laws, then this Bond and the Sureties thereon shall be responsible to such persons, firms or corporations, and the Town of Midland for the full payment of the full value of such labor and materials so furnished.

Signed and Sealed this_____day of_____19____.

In the presence of:

Witnesses:

1._____as to_____(Seal)

2._____as to_____(Seal)

3._____as to_____(Seal)

4._____as to_____(Seal)

5._____as to_____(Seal)

Attest:

Corporate Principal

_____

Business Address

By_____

_____

Affix Corporate Seal

_____

Title

_____

Corporate Surety

Attest:

_____

Business Address

_____

By_____

Affix Corporate Seal

_____

Title

Countersigned: South Dakota Resident Agent

BY_____

TABLE OF CONTENTS

GENERAL CONDITIONS

Section	Title	Page
GC-1	Definitions	GC-1
GC-2	Drawings, Specifications and Related Data	GC-2
GC-3	Engineer-Owner-Contractor Relations	GC-6
GC-4	Materials and Workmanship.	GC-10
GC-5	Insurance, Legal Responsibility and Public Safety	GC-12
GC-6	Progress and Completion of Work	GC-14
GC-7	Measurement and Payment.	GC-15

GENERAL CONDITIONS

GC-1 DEFINITIONS

1.01 CONTRACT DOCUMENTS: The Contract comprises the following documents, including all addition, deletions and modifications incorporated therein before the execution of the Contract:

a. Legal and procedural documents
   1. Notice to Bidders
   2. Instructions to Bidders
   3. Proposal
   4. Contract
   5. Performance Bond

b. General Conditions of the Contract
c. Special Conditions
d. Detailed Specification Requirements
e. Drawings

1.02 ENGINEER is the Engineer named in the Contract Documents or his representative duly authorized in writing to act for the Engineer.

1.03 OWNER is the Owner named in the Contract Documents.

1.04 CONTRACTOR is the Contractor named in the Contract Documents.

1.05 SUB-CONTRACTOR is any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.

1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.07. PROPOSAL GUARANTY: The cashier's or certified check or bid bond accompanying the Proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a Contract with the Owner for the construction of the work, if the Contract is awarded to him.

1.08 CONTRACT is the agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefor.

1.09 PERFORMANCE BOND is the approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.

1.10 SURETY is the person, firm or corporation who executes the Contractor's Performance Bond.

1.11 SPECIFICATIONS shall mean the Legal and Procedural Documents, General Conditions and Special Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.

1.12 DRAWINGS are those listed in the Index to Specifications and Drawings with all addenda thereto.

1.13 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

a. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

1.14 ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

GC-2 DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.01 INTENT OF DRAWINGS AND SPECIFICATIONS: The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

2.02 CONFLICT: If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.

2.03 DISCREPANCIES IN DRAWINGS: Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

2.04 ADEQUACY OF DRAWINGS AND SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the Owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. Drawings and Specifications furnished shall be in accordance with the Contract Documents and shall be true and accurate developments thereof.

2.05 ADDITIONAL INSTRUCTIONS: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED: Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE: One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Engineer at all times.

2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: All original or duplicated Drawings and Specifications and other data prepared by the Engineer shall remain the property of the Engineer, and they shall not be re-used on other work, but shall be returned to him upon completion of the work.

2.09 DIMENSIONS: Figured dimensions on the plans shall be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

2.10 MODELS: All models prepared for this work shall become the property of the Owner at the completion of the work.

2.11 SAMPLES: All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

a. Samples for Tests: Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.

2.12 SHOP DRAWINGS: The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or Engineer's instructions. Deviations from the Drawings, and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

a. Four copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.

b. The Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return two copies to the Contractor marked with all corrections and changes.

c. The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.

d. Following completion of such corrections and changes, the Contractor shall furnish the Engineer three copies of the shop drawings conforming to the required corrections and changes.

2.13 QUALITY OF EQUIPMENT AND MATERIALS: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

b. The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

2.14 EQUIPMENT APPROVAL DATA: The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

a. This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.

b. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.

c. After written approval, this submission shall become a part of the Contract and may not be deviated from except upon written approval of the Engineer.

d. Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.

e. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

f. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections.

2.15 SURVEYS: Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

GC-3 ENGINEER-OWNER-CONTRACTOR RELATIONS

3.01 ENGINEER'S RESPONSIBILITY AND AUTHORITY: All work shall be done under the review of the Engineer. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

3.02 SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Engineer's permission.

3.03 ENGINEER'S DECISIONS: All claims of the Owner or the Contractor shall be presented to the Engineer for decisions which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

3.04 ARBITRATION: Should there be any dispute or any questioned decision of the Engineer which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Engineer so to do and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within ten (10) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the Contract Documents, should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

a. No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

b. Arbitration shall be in accordance with the procedure and standards of The American Arbitration Association.

3.05 INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete inspection.

3.06 EXAMINATION OF COMPLETED WORK: If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

3.07 CONTRACTOR'S SUPERINTENDENCE: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor.

3.08 LANDS BY OWNER: The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and in the time of completion.

3.09 LANDS BY CONTRACTOR: Any additional land and access thereto not shown on the Drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Engineer.

3.10 PRIVATE PROPERTY: The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.11 ASSIGNMENT OF CONTRACT: Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

3.12 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES: At the termination of this Contract, before acceptance of the work by the Engineer, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them.

3.13 SUSPENSION OF WORK BY OWNER: The work or any portion thereof may be suspended at any time by the Owner provided that he gives the Contractor five (5) days written notice of suspension, which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner and within ten (10) days after the date set forth in the Notice of Suspension. It the Owner does not give written notice to resume work within ten (10) days of the date fixed in the Notice of Suspension, the Contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with paragraph 7.11.

3.14 OWNER'S RIGHT TO CORRECT DEFICIENCIES: Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor and receipt of written approval from the Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

3.15 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

b. Disregard or violate important provisions of the Contract Documents of Engineer's instructions, or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

c. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefor.

3.16 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT: The Contractor may suspend work or terminate Contract upon ten (10) days written notice to the Owner and the Engineer, for any of the following reasons:

a. If an order of any court, or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

b. If the Engineer should fail to act upon any Request for Payment within ten (10) days after it is presented in accordance with the General Conditions of the Contract.

c. If the Owner should fail to act upon any Request for Payment within thirty (30) days after its approval by the Engineer.

d. If the Owner should fail to pay the Contractor any sum within thirty (30) days after its award by arbitrators.

3.17 RIGHTS OF VARIOUS INTERESTS: Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

3.18 SEPARATE CONTRACTS: The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractors responsibility to inspect all work by other Contractors affecting his work and to report to the Engineer any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Engineer immediately any difference between completed work by others and the Drawings.

3.19 SUB-CONTRACTS: At the time specified by the Contract Documents or when requested by the Engineer, the Contractor shall submit in writing to the Owner for approval of the Engineer the names of the sub-contractors proposed for the work. Sub-contractors may not be changed except at the request or with the approval of the Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.

a. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractor.

3.20 WORK DURING AN EMERGENCY: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.21 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

GC-4 MATERIALS AND WORKMANSHIP

4.01 MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.02 MATERIALS FURNISHED BY THE OWNER: Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

4.03 STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

4.04 CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.

4.05 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

a. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.

b. Correction of faulty work after final payment shall be in accordance with Paragraph 7.19.

4.06 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.07 CUTTING AND PATCHING: The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his direction.

4.08 CLEANING UP: The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

4.09 GUARANTY PERIOD: The Contractor shall warrant all equipment furnished and work performed by him for a period of one year from the date of written acceptance of the work.

a. Correction of faulty work after final payment shall be as provided in Paragraph 7.19.

GC-5 INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

5.01 INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his subcontractors, and the Owner from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten (10) days written notice to the Owner of intention to cancel. The amounts of such insurance shall be not less than the following:

a. Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State where the work is located.

b. Public Liability, Bodily Injury, and Property Damage:

1. Injury or death of one person:	$ 50,000
2. Injury to more than one person in a single accident	200,000
3. Property damage	50,000

c. Automobile and Truck Public Liability, Bodily Injury and Property Damage:

1. Injury or death of one person:	$ 50,000
2. Injury to more than one person in a single accident	200,000
3. Property damage:	50,000

5.02 INDEMNITY: The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it. The Contractor shall obtain in the name of the Owner and shall maintain and pay the premiums for such insurance in such amount

and with such provisions as will protect the Owner from contingent liability under this Contract and a copy of such insurance policy or policies shall be delivered to the Owner. Full compliance by the Owner with the terms and provisions of such insurance policy or policies shall be a condition precedent to the Owner's right to enforce against the Contractor any provisions of this article.

5.03 FIRE INSURANCE: In addition to such Fire Insurance as the Contractor elects to carry for his own protection, he shall secure and maintain in the name of the Owner policies upon such structures and material and in such amounts as shall be designated in the Special Conditions. The policies shall be secured from a company which is satisfactory to the Owner and delivered to the Owner.

5.04 PERFORMANCE BOND: The Contractor shall, at the time of his execution of the Contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may prescribe and with a Surety Company authorized to do business in the state where the work is located.

5.05 PATENTS AND ROYALTIES: If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized license of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

5.06 PERMITS: All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

5.07 LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

5.08 WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by red signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or whitewashed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

5.09 PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

5.10 CROSSING UTILITIES: When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

5.11 SANITARY PROVISIONS: The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Departments of Health and as directed by the Engineer.

GC-6 PROGRESS AND COMPLETION OF WORK

6.01 NOTICE TO PROCEED: Following the execution of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed by the Owner in writing) with such force as to secure the completion of the work within the time stated in the Proposal.

6.02 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the proposal. Computation of Contract Time shall commence on the seventh (7th) day following the date of mailing, by regular mail, of the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as a working day.

6.03 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

6.04 CHANGES IN THE WORK: The Owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the Contract. Compensation and time for completion affected by the change shall be adjusted at the time of ordering such change.

6.05 EXTRA WORK: New and unforseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with the best practice as approved by the Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.06 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the Contractor shall immediately give written notice to the Engineer of the cause of such delay.

GC-7 MEASUREMENT AND PAYMENT

7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within (10) days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including and allowing for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

7.02 REQUESTS FOR PAYMENT: The Contractor may submit periodically but not more than once each month a Request for Payment for work done and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Detailed Breakdown of Contract Amount, less 10% to be retained until final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the Request for Payment shall be based on the quantities completed.

7.03 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT: Within ten (10) days of submission of any request for payment by the Contractor, the Engineer shall:

a. Approve the Request for Payment as submitted.

b. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing of his reasons for approving the amended amount.

c. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT: Within thirty (30) days from the date of approval of a Request for Payment by the Engineer, the Owner shall:

a. Pay the Request for Payment as approved.

b. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount.

c. Withhold payment in accordance with Paragraph 7.05 informing the Contractor and the Engineer of his reasons for withholding payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT: The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer:

a. Defective work.

b. Evidence indicating the probable filing of claims by other parties against the Contractor.

c. Failure of the Contractor to make payments to sub-contractors, material suppliers or labor.

d. Damage to another contractor.

7.06 INTEREST ON UNPAID REQUESTS FOR PAYMENT: Should the Owner fail to pay an approved Request for Payment within sixty (60) days from the date of approval by the Engineer, and should he fail to inform the Engineer and the Contractor in writing of his reasons for withholding payment, the Owner shall pay the Contractor interest on the amount of the Request for Payment at the rate of six percent (6%) per annum until payment is made.

7.07 RESPONSIBILITY OF THE CONTRACTOR: Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents or shall have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

a. Replacement of survey bench marks, reference points and stakes provided by the Owner under Paragraph 2.15.

b. Lands by Contractor provided in accordance with Paragraph 3.09.

c. Insurance obtained in accordance with Paragraphs 5.01 and 5.02.

d. Fire Insurance obtained in accordance with Paragraph 5.03.

e. Performance Bond obtained in accordance with Paragraph 5.04.

f. Royalties required under Paragraph 5.05.

g. Permits and Licenses required of the Contractor and all subcontractors.

7.08 PAYMENT FOR UNCORRECTED WORK: Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.09 PAYMENT FOR REJECTED WORK AND MATERIALS: The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by removal of the defected work or materials and the subsequent replacement of acceptable work.

a. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

7.10 PAYMENTS FOR EXTRA WORK: Written notice of claims for payments for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Owner as approved by the Engineer to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

a. Unit prices or combinations of unit prices which formed the basis of the original Contract.

b. A lump sum based on the Contractor's estimate, accepted by the Owner, and approved by the Engineer.

c. Actual cost plus 15% for overhead and profit.

7.11 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abondoned by the Contractor as provided in Paragraph 3.13, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.12 PAYMENT FOR WORK BY THE OWNER: The cost of the work, performed by the Owner in removing construction equipment, tools, and supplies in accordance with Paragraph 3.12 and in correcting deficiencies in accordance with Paragraph 3.14 shall be paid by the Contractor.

7.13 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT: Upon termination of the Contract by the Owner in accordance with Paragraph 3.15 no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided and the damage incurred through the Contractor's default, shall be certified by the Owner and approved by the Engineer.

7.14 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR: Upon suspension of the work or termination of the Contract by the Contractor in accordance with Paragraph 3.16 the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

7.15 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.

a. Testing of samples and materials furnished in accordance with Paragraph 2.11 shall be arranged and paid for by the Owner.

7.16 RELEASE OF LIENS: The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal right of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final request for payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

7.18 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond as required by the Guaranty Period in accordance with Paragraph 4.09 and as provided in Paragraph 7.19.

7.19 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph, and all such decisions shall be subject to arbitration.

TABLE OF CONTENTS

SPECIAL CONDITIONS

Paragraph	Title	Page
SC-1	Scope of Work	SC 1
SC-2	Drawings	SC 1
SC-3	Commencement, Prosecution & Completion of Work	SC 1
SC-4	Liquidated Damages	SC 1
SC-5	Right of Entry to Qualified Personnel	SC 1
SC-6	Site Investigation	SC 1
SC-7	Permits, Certificates, Laws & Ordinances	SC 1
SC-8	Competent Workmen	SC 1
SC-9	Boundaries of Work	SC 2
SC-10	Protection of Site	SC 2
SC-11	Local Conditions	SC 2 - 3
SC-12	Responsibility for Delays	SC 3

SPECIAL CONDITIONS

SC-1. SCOPE OF WORK: The work to be performed under these Specifications consists of furnishing all materials, equipment, supplies, tools, labor and transportation and performing all work in accordance with the Drawings and Specifications. The work shall be complete and all work, materials and services not expressly called for in the Specifications or not shown on the Drawings which may be necessary for complete and proper construction to carry out the work in good faith shall be performed, furnished and installed by the Contractor at no increase in cost to the Town of Midland, South Dakota.

SC-2. DRAWINGS: The following Drawings are bound in these Specifications: Location and vicinity map, plot plan and well cross section.

SC-3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: The Contractor shall begin and complete the work within the times stated in the Proposal. The capacity of the equipment and forces employed shall be such as to insure the completion of the work in the specified period of time. The Contractor will be equipped and staffed to, and shall work 24 hours per day.

SC-4. LIQUIDATED DAMGES: The damages that may result from the delay in the completion of the work by the time agreed upon will be difficult to ascertain. If the work or any part thereof is not completed by the terms of the Contract, the payment of the Contractor for the work or the part thereof shall be reduced by an amount of three hundred dollars ($300.00) per day for each calendar day's delay until the work is completed satisfactorily. Extension of the date of completion may be made by the Town due to delays which are no fault of the Contractor.

SC-5. RIGHT OF ENTRY TO QUALIFIED PERSONNEL: Qualified personnel of the Town, South Dakota Water Resources Commission, Department of Health and the Geological Survey shall have unrestricted access to the work at all times.

SC-6. SITE INVESTIGATION: The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, the character of the equipment and facilities needed during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure of the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulties or cost of successfully performing the work.

SC-7. PERMITS, CERTIFICATES, LAWS AND ORDINANCES: The Contractor shall at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all Federal, state and local laws, ordinances or rules and regulations relating to the performance of the work.

SC-8. COMPETENT WORKMEN: The Contractor shall employ only competent workmen for the execution of his work and all such work shall be performed under direct supervision of a qualified well driller with previous exprerience in drilling similar wells and shall be approved by the Engineer.

SC-9. BOUNDARIES OF WORK: The Town shall provide rights of way for the work specified in the Contract and make suitable provisions for ingress and egress, and the Contractor shall not enter on or occupy with men, tools, equipment or material any ground outside the property specified without the written consent of the owner of such land. Other contractors and employees and authorized agents of the Town or other agencies may, for all necessary purposes, enter upon the work and premises used by the Contractor. The Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

SC-10. PROTECTION OF SITE: Excepting as otherwise provided herein, the Contractor shall protect all structures, walks, pipelines, power lines, fences, etc., during the progress of the work; he shall remove from the site all cuttings, drillings, debris and unused materials; and shall upon completion of the work, restore the site as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been damaged beyond restoration or destroyed to its original condition. Water pumped from the well shall be conducted to the Bad River without damage or creation of a nuisance.

SC-11. LOCAL CONDITIONS: The present Town well which is now plugged was drilled into the Madison Formation in 1960. This well is approximately 1,500 feet Northeast of the proposed new well.

The available information is as follows:

Elevation K.B. 1,945 feet ±, Ground Elevation 1,940 feet ±, Depths recorded from K.B.

0	-	40	Gravel
40	-	1,676	Shale
1,676	-	2,278	Shale and sand - Well began to flow at 2,249 feet
2,278	-	2,415	Shale
2,415	-	2,578	Shale and sand
2,578	-	2,618	Shale, Lime and Chert
2,618	-	2,663	Shale and sand
2,663	-	2,821	Shale
2,821	-	2,856	Chert
2,856	-	3,018	Shale and sand
3,018	-	3,108	Sand and lime
3,108	-	3,141	Sand, shale and lime
3,141	-	3,207	Shale and lime
3,207	-	3,217	Pink limestone - T.D. of casing
3,217	-	3,295	Pink limestone
3,295	-	3,305	Increasing amounts bluish gray and green gray chips with red and brown cuttings.
3,303	-	3,305	Whip in drill pipe
		3,311	Well came in strongly, estimated flow with bit still in hole 400 - 500 g.p.m. Measured flow 528 g.p.m; flowing pressure 12.5 psi; closed-in pressure 250 psi; water temperature 150 degrees

This information regarding sub-surface conditions is intended to assist the Contractor in preparing his bid. However, the Owner does not guarantee its accuracy, nor that it is necessarily indicative of conditions to be encountered in sinking the well to be constructed hereunder, and the Contractor shall satisfy himself regarding all local conditions affecting his work by personal investigation and

neither the information contained in this Section or that derived from maps or plans, or from the Owner or employers shall act to relieve the Contractor from any responsibility hereunder or from fulfilling any and all of the terms and requirements of his Contract.

SC-12. RESPONSIBILITY FOR DELAYS: The Contractor assumes full responsibility for completing the well to total depth and also assumes full responsibility for stuck pipe, lost circulation or any fishing job or any other delays that may occur during operations hereunder and agrees to stand all expense in connection therewith. If the progress of the well before reaching the total depth is delayed for a period of ten (10) days or more by stuck pipe, lost circulation, a fishing job or jobs, or by any cause, the Town reserves the absolute right to determine whether further delay shall be allowed. If such a delay occurs, the Contractor agrees, when requested by the Town, either -- (a) to commence side-tracking operations, or (b) to start a new hole without delay, all at the Contractor's sole risk, cost and expense. In no instance nor under any circumstances shall the Contractor be entitled to ask, demand, have or receive any payment or compensation under the terms of this Contract for work done or money spent in connection therewith upon the abandoned hole or portion thereof. If any such hole is so abandoned, the Contractor shall properly plug it at the Contractor's sole expense.

TABLE OF CONTENTS

DETAILED SPECIFICATIONS

Paragraph	Title	Page
1-01	Scope	1
1-02	General	1 - 2
1-03	Materials	3 - 5
1-04	Construction Methods	5 - 7
1-05	Method of Measurement & Basis of Payment	7 - 9

DETAILED SPECIFICATIONS FOR DRILLING AND COMPLETING ARTESIAN WELL

1-01. SCOPE: The work covered under these Specifications shall consist of drilling and completing a water well approximately 3,300 feet in depth at the location shown on the Drawings and in strict accordance with these Specifications.

1-02. GENERAL:

A: The Contractor shall furnish, erect and/or assemble at the well site a rotary drilling rig complete and capable of drilling 4,000 foot depth, including, but not by way of limitation, sub-structure, derrick (or mast), casing racks, machinery and equipment, mud tanks, and shall furnish rigging up lumber, all necessary labor, tools, operating materials and supplies, bits and reamers, blow-out preventors, strippers and such other items necessary to satisfactorily complete the work. The Contractor shall diligently drill, case and complete said well in a workmanlike manner and shall do any and all other things incident thereto not specifically provided to be done by the Town.

B: After complying with the other provisions of this Contract, the Contractor shall dismantle the drilling rig and remove all of its equipment and machinery from the well site, properly plug the rat-hole and the mouse-hole, fill mud pits, remove litter and debris created by the Contractor or its sub-contractors in connection with the operations, and generally leave the premises in as clean a condition as the same were at commencement of said operations.

C. DRILLING RIG AND ACCESSORY EQUIPMENT: The drilling rig and accessory equipment to be furnished by the Contractor shall be of adequate size and capacity and design to drill a minimum of 4,000 feet and shall be equipped with winterizing equipment for severe weather conditions. The drill rig shall be equipped with drilling time recorder to record from surface to total depth. (Geograph or approved equal).

D. REPORTS AND SAMPLES: The Contractor shall make and deliver to the Town on an approved form provided by the Contractor, daily drilling reports as to the progress of the drilling of the well, showing thereon chronological record of all operations performed, log of formations penetrated, explanation of all shut-down time, reasons therefor and what is being done to remedy same. The Contractor shall collect and properly preserve a sample of drill cuttings from each 5 feet interval penetrated, or as may be specified by the Town's representatives. Each sample to be washed free of all drilling mud and placed in sacks, to be furnished by the Contractor, correctly labeled to identify the well and the drilling depths between which samples were collected. The Town's Engineer or authorized representatives shall have the right at all times to be on or about the well and to have access to reports, logs of formations and to samples.

E. DEPTH MEASUREMENTS: The Contractor shall, at all times, be responsible for keeping an accurate record of the depth of the hole as determined by steel tape measurements of the drilling string and shall record said depths on the Town's daily report. The Town shall have the right, as its option, at any time, to make check measurements of the depth of the hole in any manner the Town may specify.

F. DEVIATION OF HOLE FROM VERTICAL: The Contractor agrees to furnish use of tools, equipment, workmen and suitable instruments acceptable to the Town and at the Contractor's sole risk and cost, to make slope tests as herein provided. After the surface casing has been set, such tests shall be made prior to setting any subsequent casing strings at regular intervals not exceeding 500 feet. The Contractor agrees to make such additional check tests over any interval penetrated as the Town may from time to time request. Should the hole have an angle of deviation from vertical exceeding seven degrees or 1½ degrees per 100 feet depth attained after surface casing is set, the Contractor agrees at its sole cost and expense to re-drill said hole from a point designated by the Town and to assume all costs of cement, labor and material for plugging back, and if it is necessary to skid the rig and to drill a new hole, the Contractor agrees to pay all expense incident thereto and at is sole cost to replace any casing lost in the abandoned hole.

G. WELL CONTROL:

1. The Contractor shall install and maintain in good working order blow-out preventors of the type and design acceptable to the Town. The Contractor shall conduct periodic operational checks and make pressure tests of blow-out preventor equipment as specified in BOP testing procedure below. The Contractor shall do all possible to control and prevent blow-outs and water flows. Should a blow-out or water flow occur and loss result, the Contractor shall be solely responsible for all loss resulting therefrom and all expenses incurred in connection therewith. If the bore hole is not in condition to be carried to the contract depth, the Contractor agrees, when requested by the Town, either to commence side-tracking operations or to start a new hole without delay, all at the Contractor's sole cost and expense. In no instance nor under any circumstances shall the Contractor be entitled to ask, demand, have or receive any payment or compensation under the terms of this agreement for work done or money spent in connection therewith upon the abandoned hole or portion thereof.

2. BOP Testing Procedure: BOP shall be tested to 800 psig for 15 minutes prior to drilling out surface casing. Operation of BOP shall be checked every 24 hours thereafter.

3. Drilling Mud: The drilling mud shall be weighted sufficiently to control all water flows during drilling operations prior to setting 5½" casing, during setting of 5½" casing and during cementing operations. The mud program shall be approved by the Engineer.

H. LOGGING:

1. After completion of the 7-7/8" drill hole and prior to running the 5½" casing, the South Dakota Geological Survey will run electric and gamma-ray logs of the well.

2. The Contractor will furnish a cement bond log from the bottom of the 5½" casing to the ground surface after completion of cementing operations. The company performing the logging shall be approved by the Town prior to logging. (Welex, Schlumberger, Oil Well Perforators, or other approved firms).

I. CEMENTING: All cementing will be accomplished by a cementing firm approved by the Town. Using the cements hereinafter specified, all cementing methods, admixtures and amounts shall be approved by the Engineer prior to cementing. Cementing shall be accomplished so as to provide complete cementing of the entire casing.

J. MAKE UP OF THREADS AND PRESSURE TESTING:

1. All threads on casing, tubing and accessories will be lubricated with the thread lubricant specified under "Materials".

2. All casing, tubing and accessories shall be water-tight and the flow in the tubing must be isolated from the annulus.

3. The 5½" casing shall be pressure tested and shall hold 800 psi for 15 minutes prior to drill out into the Madison Production.

4. The annulus between the 2-7/8" tubing and the 5½" casing shall be pressure tested and shall hold 100 psig above the closed-in well pressure.

1-03. MATERIALS:

A. CASING PIPE: All casing pipe shall be new pipe conforming to A.P.I. Standards and shall conform to the following:

1. 8-5/8" O.D. Casing - 24# per foot, J-55 with 8 round thread, short threads and couplings.

2. 5½" O.D. Casing - 14# per foot, J-55 with 8 round thread, short threads and couplings.

3. 2-7/8" O.D. EUE Tubing - 6.50# per foot, J-55 with 8 round tubing thread. The internal surface, the ends of the tubing and a minimum of 3 starting threads shall be coated with a phenolic base and epoxy-phenolic finish coat, 6 to 9 mils thick and shall be 100% holiday free (Plasticap B or approved equal). Couplings shall be coated internally with Plasticap 600 or approved equal, 40 mils thick and shall be 100% holiday free. Lengths shall be Range 2 (nominal 30 feet) except 3 joints shall be 10 foot lengths.

B. ACCESSORIES:

1. 8-5/8" Texas Pattern Casing Shoe - 8 round female thread - Larkin Figure 101 or approved equal.

2. 8-5/8" Baffel Collar - 8 round female thread up and 8 round male thread down - Larkin Figure 502 M & F or approved equal.

3. 8-5/8" x 12¼" Lock-on Casing Centralizers - Larkin Figure 904 or approved equal.

4. 5½" Regular Drillable Float Shoe - 8 round female thread up - Larkin Figure 302 or approved equal.

5. 5½" Float Collar - 8 round female thread up and 8 round male thread down and shall be Larkin Figure 401 M & F or approved equal.

6. 5½" x 7-7/8" Lock-on Centralizers - Larkin Figure 905 or approved equal.

7. 5½" x 7-7/8" Rotating Scratchers - Larkin Figure 803 or approved equal and shall be attached to the casing with approved lock rings.

8. 5½" Stage Cementing Collar - Baker Model J, Product No. 200-03 or approved equal.

9. 5½" x 2-7/8" Tubing Head - 2,000 psi working pressure; 4,000 psi test pressure forged steel body, slip suspension type with blow-out stripper rubber and bowl, slips shall be of forged hardened steel, head equipped with two 2" outlets, 180 degrees apart - Larkin Type SR or approved equal.

10. 5½" Production Packer dressed for 14# per foot casing - Baker Model "G", retrievable casing packing, Product No. 420-03 or approved equal furnished with 2-3/8" EU 8 round x 2-7/8" EUE 8 round tubing threads swedge, and 2-7/8" EUE tubing collar, all items coated internally and externally with TK-69 phenolic coating or approved equal.

11. Stainless Steel Well Screen, Type 316, stainless steel, continuous wire wound construction with 0.185" slot openings. Screen shall be fabricated with a closed bottom and the top shall have a minimum 18" nipple and collar with 2-3/8" EU round female threads looking up.

12. Thread Lubricant - (Teflon Base) Baker Seal, Product No. 899-20 or approved equal.

13. Well Head Master Valve - 2-7/8", 8 round EUE tubing thread both ends, ASA 600, full opening, Type 316 stainless steel trim and teflon seat inserts, all other internal surfaces to be coated with phenolic-plastic coating (Plasticap B or approved equal). Orbit Valve Figure 1443 or approved equal.

14. Tubing Head Nipples, Valves and Pressure Gauges:

a. Nipples, reducers and miscellaneous fittings shall be of galvanized steel and shall be rated a minimum of 300 psi.

b. Gate valves shall be of bronze construction with a minimum rating of 300 psi differential pressure.

c. Pressure gauges shall be oil filled gauges with a dial range of 0 - 600 psi with 5# divisions and shall operate to 160 degree temperatures. The bourden tube, tip and socket shall be type 316 stainless steel and shall have ½" MPT male bottom connection (Marsh Type 107-3SS or approved equal).

d. The valve to pipeline adapter and its fittings shall be fabricated from J-55 tubing material. The internal surface, and all sur-

faces that will be in contact with the water shall be coated with Plasticap B, 6 to 9 mils thick or approved equal.

15. Annulus Flush Water - The water used to flush the annulus between the 2-7/8" tubing and the 5½" casing and which is to be left in the annulus shall be hauled from the municipal water system, Pierre, South Dakota. To this water prior to using shall be added F.D.A. approved phosphate silicate in the amount of ½ pound per 1,000 gallons. ("Domestex", availabl from Betzs Laboratory, Denver, Colorado or approved equal).

1-04. CONSTRUCTION METHODS:

A. SURFACE CASING:

1. Drill 12¼" hole 400 feet from ground level.

2. Set 8-5/8" casing with Texas Pattern Shoe and Baffel Collar, one casing joint up from shoe. Install 8-5/8" x 12¼" Centralizers 5' above shoe, on the first collar above the shoe (approximately 30 feet) and on every second joint thereafter to the surface (approximately 60 feet apart). The joint at the shoe and the next two casing joints up, including the Baffel Collar, shall be welded by placing a fillet-weld around each end of the collars.

3. Cement annulus with approximately 270 sacks of 60 - 40 Poz-mix containing 3% Ca cl.

4. Let cement cure 12 hours.

5. Test blow-out preventor to 800 psig.

6. Drill out Baffel Collar and cement.

B. 7-7/8" DRILL HOLE: Drill 7-7/8" hole to suitable casing seat in limestone above the Madison Porosity Zone. (Approximately 3,200 feet from ground surface) Do not penetrate Madison Porosity Zone.

C. ELECTRIC LOGGING: Assist the South Dakota Geological Survey in their logging operations.

D. 5½" CASING:

1. Set 5½" casing at total depth reached making up water-tight joints with specified thread lubricant.

2. Casing shall be equipped with the following:

a. Float shoe at bottom of casing.

b. Float collar, one joint above float shoe (approximately 30 feet).

c. 5½" x 7-7/8" Centralizers placed 5 feet above float shoe, first joint above float shoe (approximately 30 feet) and on every second joint above to the surface (approximately 60 feet apart) plus one 5 feet below and one 5 feet above the stage cementing collar.

d. Rotating scratchers over the interval from the float shoe up 90 feet on the casing.

e. Stage cementing collar 200 feet below the Sundance Formation (approximately 2,500 feet from ground level).

3. The float shoe and the next two casing joints above, including the float collar, shall be welded by placing a fillet-weld around each end of the collars.

4. Cement annulus as follows:

a. Precede cement with 250 gallons of mud flush.

b. Cement first stage using approximately 250 sacks 50 - 50 Poz-mix with no gel, 3/4 of 1% CFR-2 hi density slury, 4.4 gallons of water per sack; 15.3# per gallon density with a yield of 1.07 cubic feet per sack. Displace with mud, preceded by top rubber plug and rotate casing while displacing cement.

c. Open stage collar and circulate for one hour.

d. Precede second stage cement with 250 gallons of mud flush followed by approximately 500 sacks 50 - 50 Poz-mix with 2% gel, 12½# per sack Gilsonite; 13.2# per gallon density with a yield of 1.53 cubic feet per sack. Circulate cement to surface. Utilize plug flow technique.

5. Allow cement to cure a minimum of 48 hours, or longer as directed by the Engineer.

6. Drill out stage collar and cement to the float shoe.

7. Run approved cement bond log.

E. 4-3/4" DRILL HOLE:

1. Drill out float shoe and drill 4-3/4" hole into the Madison Porosity Zone (estimated to be 150 feet below bottom of casing). The well shall be allowed to flow during the drilling of the Madison Zone.

2. At the total depth, the drill pipe will be pulled and the well allowed to flow through the 5½" casing for approximately 12 - 24 hours for clean-up purposes.

F. 2-7/8" PRODUCTION TUBING:

1. Rig up production well head equipment.

2. Run 2-7/8" EUE tubing with Production Packer and Well Screen, with Packer at a depth approximately 10 feet above the bottom of the 5½" casing making up water-tight joints with the specified thread lubricant.

3. Reverse circulate annulus with fresh water. While reverse circulating and after clearing mud and Madison water from casing, and with fresh water in the annulus above the Packer, set Packer with 8,000# of setting weight on Packer.

4. Allow well to flow through tubing for 4 hours (for the purpose of equalizing temperatures and allowing tubing to expand).

5. Set tubing slips in head and pack off tubing head.

6. Pressure test annulus 100 psig above shut-in tubing pressure.

G. CHANGE OF CONSTRUCTION METHODS: The Town's representative may make changes in the methods of construction, if in his opinion the conditions encountered warrant such changes.

1-05. METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

A. MOBILIZATION AND DEMOBILIZATION: This item shall include but not be limited to mobilization and demobilization of all labor, equipment, tools, fuel and miscellaneous accessories and items, all permits, licenses, location expense, rig up and rig down, mud pits, drainage ditches, clean up, etc. The Lump Sum Price bid for "Mobilization and Demobilization", shall be full compensation for all labor, equipment, tools, supplies, costs and incidentals in connection therewith.

B. DRILLING 12¼" DIAMETER HOLE: The measurement of this item shall be by the lineal foot of satisfactorily completed 12¼" diameter hole, and shall be paid for at the Contract Unit Price bid for "Drilling 12¼" Diameter Hole", which price and payment shall be full compensation for furnishing all tools, labor, equipment, supplies, bits, reamers, mud, water and incidentals necessary to satisfactorily complete the item in accordance with these Specifications.

C. FURNISH AND INSTALL 8-5/8" SURFACE CASING: The measurement of this item shall be by the lineal foot of satisfactorily installed 8-5/8" casing, and shall be paid for at the Contract Unit Price bid for "Furnish & Install 8-5/8" Surface Casing", which price and payment shall be full compensation for furnishing all material, tools, labor, equipment including casing, centralizers, shoe, baffel collar, welding, thread lubricant and incidentals necessary, including rig time and bits for the cement drill out, to satisfactorily complete this item in accordance with these Specifications.

D. CEMENTING SURFACE CASING: The measurement of this item shall be by the sack of cement (94# or 1 cubic foot dry cement) actually placed, and shall be paid at the Contract Unit Price bid for "Cementing Surface Casing", which price and payment shall be full compensation for furnishing and installing the cement including all rig time, labor, tools, equipment, third party services, admixtures, water and incidentals necessary to satisfactorily complete the item in accordance with these Specifications.

E. RIG STAND-BY (SURFACE CEMENT CURING): This item shall be measured by the hour for actual shut-down time ordered by the Engineer to wait for the cement around the surface casing to cure before proceeding with the drilling, and shall be paid for at the Contract Unit Price bid for "Rig Stand-By (Surface Cement Curing)", which price and payment shall be full compensation for all costs incurred in connection with this item.

F. DRILLING 7-7/8" DIAMETER HOLE: The measurement of this item shall be by the lineal foot of satisfactorily complete 7-7/8" diameter hole measured from the bottom of the surface casing to the bottom of the 7-7/8" diameter hole, and shall be paid for at the Contract Unit Price bid for "Drilling 7-7/8" Diameter Hole", which price and payment shall be full compensation for furnishing all tools, labor, equipment, supplies, bits, reamers, mud, water, slope test equipment, recorders, blow-out preventor, strippers and all incidentals necessary to satisfactorily complete this item in accordance with these Specifications.

G. RIG STAND-BY (LOGGING): This item shall be measured by the hour and shall include the actual hours the drilling rig is shut-down while the South Dakota Geological Survey logs the hole and/or the actual hours the Contractor is assisting in running the logs such as hanging equipment, furnish lights, heat, labor and incidentals and shall be paid for at the Contract Unit Price bid for "Rig Stand-By(Logging)", which price and payment shall be full compensation for all costs in connection with this item.

H. FURNISH AND INSTALL 5½" CASING: This item shall be measured by the lineal foot of satisfactorily installed 5½" casing, and shall be paid for at the Contract Unit Price bid for "Furnish & Install 5½" Casing", which price and payment shall be full compensation for furnisning all tools, labor, equipment, materials, including casing, centralizers, float shoe, float collar, scratchers, stage cementing collar, welding, thread lubricant, rig time and all incidentals necessary to satisfactorily complete this item in accordance with these Specifications.

I. FIRST STAGE CEMENTING (5½" CASING): The measurement of this item shall be by the sack of cement (94# or 1 cubic foot dry cement) actually placed, and shall be paid for at the Contract Unit Price bid for "First Stage Cementing (5½" Casing)", which price and payment shall be full compensation for furnishing and installing the cement, including all rig time, labor, tools, equipment, third party services, admixtures, water, mud flush and incidentals necessary to satisfactorily complete this item in accordance with these Specifications.

J. SECOND STAGE CEMENTING (5½" CASING): The measurement of this item shall be by the sack of cement (94# or 1 cubic foot dry cement) actually placed, and shall be paid for at the Contract Unit Price bid for "Second Stage Cementing (5½" Casing)", which price and payment shall be full compensation for furnishing and installing the cement, including all rig time, labor, tools, equipment, third party services, admixtures, water, mud flush and incidentals necessary to satisfactorily complete this item in accordance with these Specifications.

K. RIG STAND-BY TIME (5½" CASING CEMENT CURING): This item shall be measured by the hour for the actual shut-down time ordered by the Engineer to wait for the cement around the 5½" casing to cure before proceeding with the drill out, and shall be paid for at the Contract Unit Price bid for "Rig Stand-By Time (5½" Casing Cement Curing)", which price and payment shall be full compensation for all costs incurred in connection with this item.

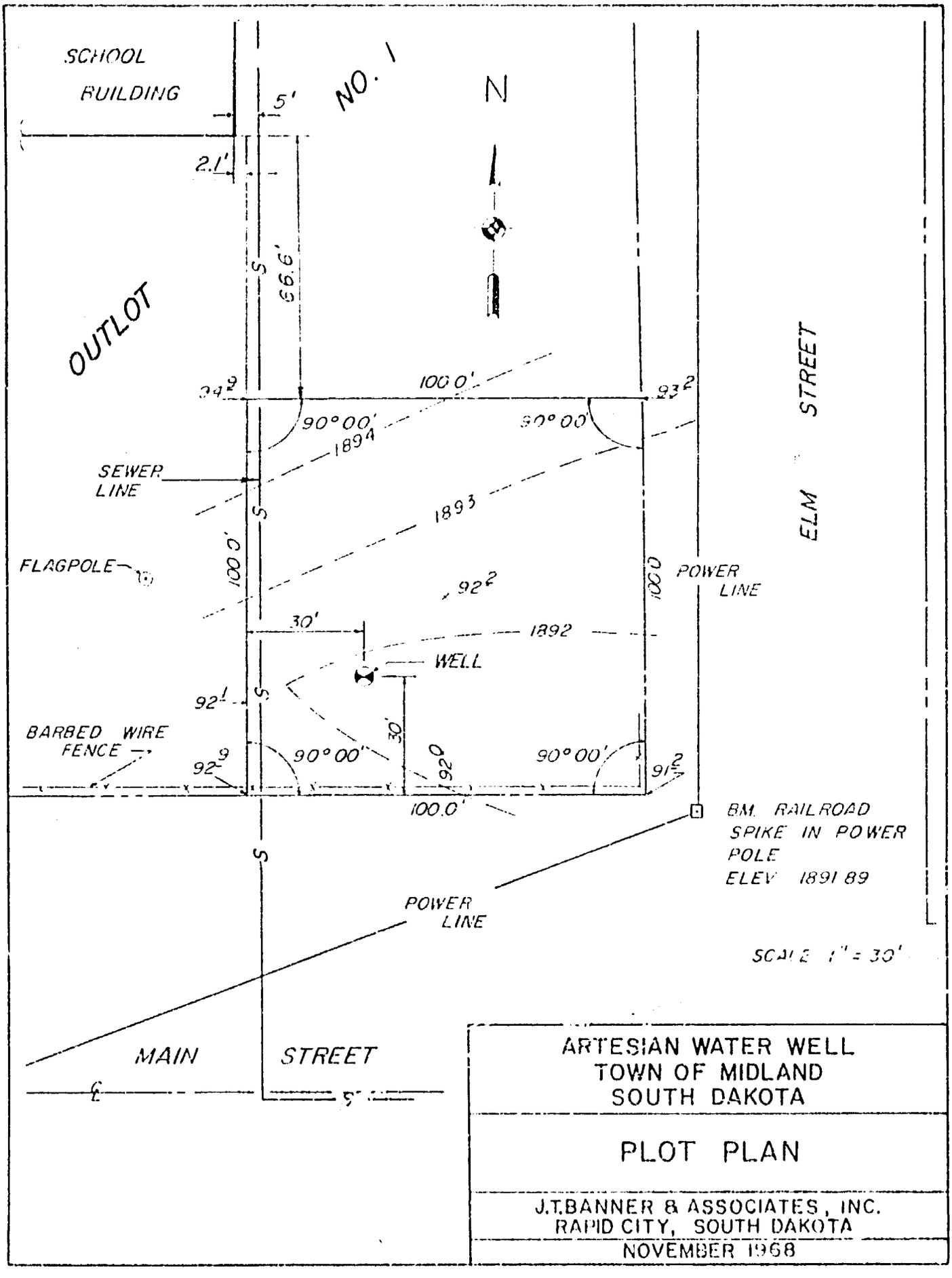
L. DRILL OUT CEMENT (5½" CASING): The measurement of this item shall be a Lump Sum and shall be paid for at the Contract Lump Sum Price bid for "Drill Out Cement(5½" Casing)", which price and payment shall be full compensation for furnishing all materials, tools, labor, equipment, including bits, reamers, mud, water, rig time and incidentals necessary to drill out all cement, stage, cementing collar, float collar and to satisfactorily complete the item in accordance with these Specifications.

M. CEMENT BOND LOG: The measurement of this item shall be a Lump Sum and shall be paid for at the Contract Lump Sum Price bid for "Cement Bond Log", which price and payment shall be full compensation for furnishing all materials, tools, labor and equipment including rig time, third party services and incidentals necessary to complete the item in accordance with these Specifications.

N. DRILLING 4-3/4" DIAMETER HOLE: The measurement of this item shall be by the lineal foot of satisfactorily completed hole measured from the bottom of the surface casing to the bottom of the 4-3/4" diameter hole, and shall be paid for at the Contract Unit Price bid for "Drilling 4-3/4" Diameter Hole", which price and payment shall be full compensation for furnishing all tools, labor, equipment, supplies, bits, reamers, blow-out preventors, strippers, mud, water, and all incidentals necessary to satisfactorily complete the item including rig time for well to clean-up before installing tubing, in accordance with these Specifications.

O. FURNISH AND INSTALL 2-7/8" TUBING: The measurement of this item shall be by the lineal foot of satisfactorily installed 2-7/8" EUE tubing, and shall be paid for at the Contract Unit Price bid for "Furnish & Install 2-7/8" Tubing", which price and payment shall be full compensation for furnishing all tools, labor, equipment, materials, including tubing, fittings, rig time, flush water, pressure testing, gate valves, nipples, pressure gauges, valve to pipeline adapter and incidental fittings and items necessary to complete the item in accordance with these Specifications. It shall also include the installation of the Production Packer, Well Screen, Well Head Master Valve and Tubing Head, and all incidentals thereto. The furnishing of the Production Packer, Well Screen, Well Head Master Valve and Tubing Head will be paid for as provided below.

P. PRODUCTION PACKER, WELL SCREEN, WELL HEAD MASTER VALVE & TUBING HEAD: The Production Packer, Well Screen, Well Head Master Valve and the Tubing Head shall be measured and paid for at the Contract Lump Sum Price bid for each, which price and payment shall be full compensation for furnishing each item including all fittings and incidentals necessary to complete this item in accordance with these Specifications. Installation will be paid for as specified above.



ARTESIAN WATER WELL
TOWN OF MIDLAND
SOUTH DAKOTA

PLOT PLAN

J.T.BANNER & ASSOCIATES, INC.
RAPID CITY, SOUTH DAKOTA

NOVEMBER 1968

SPECIFICATIONS FOR

MUNICIPAL WELL NO. 2

MIDLAND, SOUTH DAKOTA

Prepared By

Staven Engineering Company
Rapid City, South Dakota

1960

NOTICE TO CONTRACTORS

Sealed bids for furnishing materials, equipment, labor and performing all the work for the

DRILLING AND CEMENTING MUNICIPAL WELL NO. 2

at MIDLAND, SOUTH DAKOTA, in accordance with the plans and specifications prepared by Staven Engineering Company, P. O. Box 508, Rapid City, South Dakota, will be received at the office of

THE TOWN CLERK OF MIDLAND, SOUTH DAKOTA until

on the_____day of_____, 19___, at which time the bids will be publicly opened and read aloud. Award will be made as soon as practicable thereafter.

All proposals shall be made on forms provided and made part of the contract documents and shall be addressed to

TOWN CLERK

MIDLAND, SOUTH DAKOTA

and indorsed:

"PROPOSAL FOR MUNICIPAL WELL NO. 2'

A certified check, cashier's check or draft for five percent (5%) of the amount of the total bid, such check to be certified or issued by either a State or National Bank domiciled in the State of South Dakota and insured by the Federal Deposit Insurance Corporation made payable to

TOWN TREASURER

MIDLAND, SOUTH DAKOTA

must accompany each bid as guarantee that the bidder will enter into the proposed contract and furnish the required performance bond.

Proposal forms, contract documents, plans and specifications, are on file and may be examined AT THE OFFICE OF THE TOWN CLERK, MIDLAND, SOUTH DAKOTA, OR _____ in the office of the Staven

Engineering Company, Rapid City, South Dakota, and copies for use of contractors submitting bids may be obtained from the latter office upon request. Such request must be accompanied by a plans deposit in the amount of _____dollars ($_____), of which _____dollars ($_____), will be refunded by the Owner upon return of the plans in good condition within 15 days after the opening of bids. Checks or money orders shall be made payable to Treasurer of _____.

The contractor shall be paid in cash.

The Owner reserves the right to reject any and all bids and to award to the bidder whom the Owner believes will serve its interest best.

Lyle Edstrom

Town Clerk

INFORMATION FOR BIDDERS

1. Sealed bids for furnishing all materials, equipment, and labor for the proposed improvement, summarized in the attached BRIEF OF PROJECT, will be received at the address shown until the hour specified. At the appointed hour, the bids will be publicly opened and read aloud. Award will be made as soon as practicable thereafter.

2. Bids must be submitted only upon the blank "Proposal" form provided and without alteration or detachment, and without additions unless alternates are specifically authorized in the specifications.

3. Proposals must be complete in every detail as indicated by the blanks on the form. No item may be left unentered.

4. Unit prices must be quoted both in writing and in figures of explicit and legible character for every item of the bid. Should sums be in error, extension of quantities times unit prices shall prevail.

5. Unbalanced bidding may be just and full cause for rejection of bid.

6. Each bid must be accompanied by a certified check, cashier's check or draft for five percent (5%) drawn on either a State or National Bank domiciled in the State of South Dakota and insured by the Federal Deposit Insurance Corporation. The check(s) or draft must be drawn in favor of and for deposit with the lawful fiscal agent of the Owner as guarantee that the bidder to whom award is made will enter into the contract and furnish required bond.

7. Guarantees accompanying the two bids most favorable to the Owner will be returned upon final execution of the contract and acceptance of the bond. Guarantees accompanying other bids will be returned as soon as the successful bid is determined or within ten (10) days after the letting.

8. Each bid must be signed by a person properly authorized to legally bind the contracting organization, whether individual, group, partnership or corporation. Such authorization must be known or shown to the Owner at the time of opening the bids. The status of the signer in the contracting organization and the business address of the contracting organization must appear with the signature.

9. Each bid, after complete execution, must be sealed in a plain envelope endorsed on the front as a proposal for the project bid upon, using the title and location given in the attached brief. The sealed bid shall be duly deposited with the person designated to receive the bids on or before the time fixed for opening. Bids appearing after this hour shall receive no consideration, but will be returned to the bidder.

10. Bidders must be prepared to present on call, satisfactory evidence that they are functionally and financially capable and prepared to complete the work in accorance with the contract.

11. Bidders are required to satisfy themselves as to local conditions effecting the contract and conduct of the work, including legal technicalities (if any), source, procurement, and character of all labor, materials, supplies and facilities.

12. The plans, specifications, and other contract documents are intended to be sufficiently comprehensive and self-explanatory to fairly conclude the project. If anyone who contemplates submitting a bid is in doubt as to the true meaning of any part of these data, he may submit to the Engineer a written request for interpretation thereof. Provided such request is received at least five days prior to closing of receipt of bids, the Engineer will issue an interpretation by an "Addendum", which will be delivered to all who, in his knowledge, have received a set of such documents. No other source is recognized for any explanations or interpretations.

13. Failure to comply with any of the above instructions will be considered as sufficient reason for rejecting any bid, but the right is reserved to waive any such defect.

14. Any bidder may withdraw his bid at any time prior to the scheduled closing time for the receiving of bids, but no bid shall be withdrawn for a period of ten (10) days after such closing time.

15. The right is reserved to reject any and all bids, and to award to bidder whom Owner believes will serve his interests best.

16. The purpose of the subject project is to insure to the Owner an improvement of utmost permanence and utility. The parties concerned with the project are:

(a) Owner. The person, group, body or organization desiring the improvement under the project; the party of the first part as defined in the contract.

(b) Contractor. The person, group, or organization providing and/or constructing the improvement under the project; the party of the second part as defined in the contract.

(c) Engineer. The Steven Engineering Company of Rapid City, South Dakota, retained by the Owner to design and inspect the construction of the subject improvement.

17. Payment on work performed and materials delivered on the job will be paid in cash by the Owner to the Contractor upon certification of the Engineer as provided by the contract.

18. Alterations in the terms, design, quantities and materials, whether involving substitutions, increasing or diminishing of the scope of work, or otherwise, shall be by written order of the Engineer only. Such written order shall include appropriate price adjustment, if any, and adjustments for duration of contract, if applicable. The order shall be approved by endorsement of the Owner and Contractor.

19. A performance bond satisfactory to the Owner in the amount equal to the sum of the contract will be required as part of the contract.

20. It is desired that the work be begun within ten (10) days after the award of the contract unless otherwise stipulated in the technical specifications or agreed upon at the time of award. Starting and completion times shall be given by the Contractor in his proposal.

21. Liquidation damages shall be as provided for in the contract.

22. The estimated quantities are not warranted as the final quantities upon which payment will be made, but are approximations intended to illustrate the scope of the work and provide a basis for comparison of the bids received.

23. Where proprietary items are called for, suitable substitutions may be used as authorized by the Engineer. References to specific products on the plans or in the specifications are used only as a measure of the type and quality of the materials required.

24. Each bidder must be prepared to list the equipment he proposes to use for the job at the time of bid opening, giving make, type, size or capacity and age of equipment.

P R O P O S A L

TO: THE TOWN BOARD OF TRUSTEES

MIDLAND, SOUTH DAKOTA

Project: MUNICIPAL WELL NO. 2

Gentlemen:

In compliance with your invitation for bids on the above project, the undersigned hereby proposes to furnish the materials and perform the work in strict accordance with the plans and specifications therefor and under faithful performance of all the terms of the contract of which this Proposal is a part. The undersigned further agrees to accept as consideration of the contract and in full compensation thereunder the prices named in the following Schedule of Bid Items and, except as otherwise provided under the Contract and Specifications, such prices and none other.

Being fully cognizant of and satisfied concerning the conditions affecting the project and the requirements and terms of the Contract Documents, including the plans and specifications, the undersigned agrees to begin work within _____ calendar days from notice of award and to complete the entire project ~~within~~ xxxxxxxxxxxxxxxxxx ~~calendar days~~ xx on or before April 30, 1960.

Attached hereto is a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation and made payable without recourse--in the amount of five percent (5%) of the total of the sums bid. This guarantee shall be forfeit if the undersigned, within ten (10) days after the prescribed contract forms are presented to him for signature, fails to enter into the written contract in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of the contract.

Should the course of the work require the contingent items listed on the Schedule, the undersigned agrees that the prices quoted therefor shall apply to such quantities as may be pertinent to the project and order by the Engineer.

SCHEDULE OF BID ITEMS

Item No.	Item	Quantity	Unit	Unit Prices Written in Words	Unit Prices Figures	Total
	Furnish all equipment, materials, accessories and labor and perform all work required to construct a municipal well in accordance with the plans and specifications herein.	LUMP	SUM			

C O N T R A C T

THIS AGREEMENT, made and concluded this_____

day of_____, 19___, by and between_____

THE TOWN OF MIDLAND, SOUTH DAKOTA

Party of the First Part, hereinafter called the "Owner", and

_____of_____

Party of the Second Part, hereinafter called the "Contractor."

WITNESSETH, that for and in consideration of the payments and agreements mentioned in the Proposal hereto attached to be made and performed by the Owner and according to the terms expressed in the Bond referring to these presents, the Contractor covenants and agrees with the Owner, at his own proper cost and expense to furnish all of the necessary materials and labor and to do all of the work in accordance with the plans and specifications hereinafter referred to and in full compliance with all the terms of this agreement and the requirements of the Engineer under it.

AND IT IS UNDERSTOOD AND AGREED that the Notice to Contractors, Information for Bidders, Proposal, Bond, General Conditions, Specifications and Plans pertaining to the Project and attached hereto are essential documents of this contract and are a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first above written, in_____counterparts, each of which shall for all purposes be deemed an original.

Attest:

_____
Owner

By_____
Name and Title

Name:_____
Title:

(SEAL)

_____
Contractor

Attest:

By_____

Name:_____
Title:

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

2. RIGHTS AND RESPONSIBILITY OF OWNER

   A. Engineering and Inspection
   B. Right of Access
   C. Conduct of Business and Collateral Work
   D. Alterations
   E. Failure by Contractor to Complete Work
   F. Payments
   G. Ownership of Premises
   H. Provision of Site

3. RESPONSIBILITY AND AUTHORITY OF ENGINEER

   A. Designation of Engineer
   B. Authority of Engineer
   C. Plans and Specifications
   D. Interpretation of Contract Documents
   E. Laying out of Work
   F. Sequence of Work
   G. Inspection
   H. Payment Estimates and Measurements

4. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR

   A. Contractor and Foreman
   B. Subcontractors
   C. Persons Interested in Contract
   D. Bonds
   E. Observance of Laws and Ordinances
   F. Damages and Indemnity
   G. Insurance
   H. Materials and Workmanship
   I. Workmen and Equipment
   J. Time of Completion
   K. Patents and Copyrights
   L. Claims of Unpaid Bills
   M. Anticipated Profits
   N. Construction Plant
   O. Policing the Project
   P. Guarantees

5. ARBITRATION

GENERAL CONDITIONS

1. DEFINITIONS

The term Owner shall mean the Party of the First Part, as designated in the executed contract form, whether acting for self or through its legally authorized and constituted representatives.

The term Contractor shall mean the Party of the second part as designated in the executed contract form, whether acting for self or through its legally authorized and constituted representatives, heirs or assigns.

The term Engineer shall mean the Staven Engineering Company acting for the Owner and limited by the particular duties entrusted to the Engineer.

The terms, Surety and Sureties, shall mean the party, parties, or organization of whatever nature who has made secure the fulfillment of the contract by a bond and whose faith is pledged by signature of such bond.

The terms, Project, Work or Works shall mean the improvement to be constructed under this contract.

2. RIGHTS AND RESPONSIBILITIES OF OWNER

A. Engineering and Inspection

It is understood and agreed that the Owner shall be and hereby is authorized to be represented on the project by an Engineer and his necessary and duly authorized representatives for the purpose of supplying engineering data, inspection of materials and workmanship and assurance to the Owner that his best interests are being served under the terms of the contract. The scope of the Engineer's activity and authority shall be as provided under Section 3 of the General Conditions.

B. Right of Access

It is understood and agreed that the Owner shall have the right to enter the project, property or location on which the work herein contracted for is situated for the purpose of inspection, examination, the necessary conduct of his business outside of the contract, and the constructing or installing of such collateral work as he may deem necessary.

C. Conduct of Business and Collateral Work

It is understood and agreed that the Owner shall have the right to pursue his regular and necessary business upon the site of the project to an extent that will cause a minimum of hinderance to the necessary activities of the Contractor in the fulfillment of the contract.

It is further understood and agreed that the Owner may construct or install such collateral works as he may desire, by

such agents as he may select, and whether concurrently or not with the work embraced by the contract.

The Owner and Contractor mutually agree to cooperate under such circumstances to insure optimum conditions, one for the other, for the most efficient conclusions of the several works or activities.

D. Alterations

It is understood and agreed that the Owner shall have the right to alter and modify the plans and specifications in any particular or to change the quantities of work, thus making specific changes in connection with the construction, details or execution of the project and such changes, to be made by the Engineer, shall in no wise violate or invalidate the contract or bond.

The Contractor shall make such alterations or deviations as may thus be ordered by the Engineer, and in case such changes shall increase or diminish the cost of construction, the amount allowed the Contractor or Owner will be determined on the basis of contract prices, if applicable, or upon market prices prevailing at the time such alterations are ordered; and the price for such changes must be agreed upon in writing before such change is made, otherwise no allowance will be made by either party.

E. Failure by Contractor to Complete Work

It is understood and agreed that in the event that the Contractor shall at any time fail, refuse or neglect to supply proper workmen, materials, machinery or apparatus, or fail in the performance of any agreement herein contained, or hereafter made, such refusal, neglect or failure being certified by the Engineer, the Owner shall be at liberty after five days' written notice to the Contractor, to have full recourse upon the Surety and thereafter to: (1) provide any such labor, materials, machinery or apparatus and to complete the project; or (2) the Owner may relet the work; or (3) secure its completion by any means which the Owner deems satisfactory; or (4) deduct the cost thereof from any money then due, or thereafter to become due the Contractor under this contract. If the money so available is insufficient, the Contractor's Surety shall supply additional funds to secure completion.

F. Payments

Payment shall be made in cash by the Owner to the Contractor upon estimates prepared and certified by the Engineer as provided for in Section 3 or the General Conditions.

(1) Partial Payments--

Partial payments may be made monthly during the original term of the project. Such payments shall be in the amount of eighty percent (80%) of the work done and materials supplied.

Partial payments for materials shall be made only for materials delivered to the project. Such payments shall prevent removal, sale or disposition of the materials in any manner except to place in the work as intended. The materials shall still be subject to test and rejection and if rejected shall be replaced by materials meeting the specifications.

No partial payment will be made after the date specified for completion of the work.

(2) Final Payment--
Final payment will be made within thirty days after completion and approval by the Engineer of all work involved in this contract.

The Contractor shall receive the amount stipulated in the accepted "Proposal" plus value of extra work agreed to under this Contract, and less all partial payments or sums rightfully retained under this Contract, as full compensation for everything furnished and done by him; for all loss or damage arising out of the work; for unseen obstructions or difficulties encountered in the prosecution of the work; and for all expenses incurred by him in carrying out all of the provisions of this contract. Such final payment shall not release the contractor or his Sureties from any guarantees extending past the time of completion of the work.

Final payments may be withheld until satisfactory evidence is presented that all bills for materials, labor, damages or other claims have been paid by the Contractor.

(3) Delayed Payments--
Payment shall be made as soon as practicable after the date of any certified payment estimate, but shall become "overdue" thirty days after the date provided that the funds involved are not subject to retention by the Owner under the terms of this contract.

In case of "overdue" payments, the Owner shall pay the Contractor interest on the sum or sums involved at the rate of six percent (6%) per annum until the amounts "overdue" are paid in full.

The Contractor shall not be entitled to interest on any sum or sums which, by the terms of this contract, the Owner may be authorized to withold or retain.

It is hereby agreed that such interest payments, if any, are in lieu of any claims of the Contractor for alleged damages; for breach of contract; or otherwise, on account of delayed payments.

G. Ownership of Premises
The premises are and remain in the sole, full and complete possession of the Owner. The Contractor and his employees have

the right of entry for the purpose of delivering material and construction of the project only. In no case will acceptance of any portion be construed because the Owner is in possession of the premises, has made partial payment for work done or materials delivered, or because of work done by other agents of the Owner about the premises.

H. Provision of the Site

The Owner will furnish all real estate and rights-of-way reasonably necessary for the work, including land needed for the construction, for borrow pits, 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 extensions of time will be granted the Contractor sufficient to compensate therefor. The Contractor shall have no compensation for minor delays or interruption caused by the failure to secure land, but shall receive compensation for the actual losses occasioned by serious delays.

3. RESPONSIBILITY AND AUTHORITY OF THE ENGINEER

A. Designation of Engineer

It is understood and agreed that the Staven Engineering Company has been retained and is duly authorized to represent the Owner as Engineer under this contract and shall function as such unless it is specifically provided otherwise. This authorization obtains also to such representatives and employees as may be duly designated by him for that purpose.

B. Authority of the Engineer

It is mutually agreed that the Engineer shall have final authority under the contract as follows:

(1) To prepare (or approve) and interpret all the Contract documents, plans and specifications appertaining to the project.

(2) To supply engineering data and fix lines, grades and sequence of the work.

(3) To inspect and approve or reject any or all of the works, workmanship, materials and equipment.

(4) To determine the value of work and materials.

(5) To order extras or deletions with the consent of the owner.

(6) To alter or modify the plans and specifications as he may deem essential to the proper conclusion of the project.

(7) To exercise such other authority and duties as may be delegated to him elsewhere in the contract.

(8) The Engineer's decision shall be condition precedent to arbitration or any other recourse including payment.

C. Plans and Specifications

It is intended that the plans and specifications are sufficientely comprehensive to show all the work to be done and all the material to be furnished hereunder. However, 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 contrac shall be done and furnished by the Contractor without additional charge thereof.

Should there by any discrepancy between the plans, specifications or other contract documents, the Engineer shall define which is intended to apply to the work in hand and the Contractor shall be bound by such decisions.

D. Interpretation of Contract Documents

The interpretation of all contract documents and plans, the approval and inspection of all materials and work, and all tests for the determination of guarantees shall be made by the Engineer or under his direction.

E. Laying out of Work

The Engineer will survey and lay out all work, setting such reference points as may be required. The Contractor shall assist in the layout to familiarize himself with the layout and the respective values of the reference points. Thereafter, the Contractor shall furnish all equipment and supplies and perform the work necessary to properly employ the reference data to the work at hand. The Contractor shall safeguard and preserve these reference points and shall be liable for the cost of their replacement.

F. Sequence of the Work

The Engineer shall have the authority to fix the times, locations and manner for proceeding with any part of the work when suc is necessary to: (1) the safe and proper conduct of the work; (2) the orderly conclusion of the work; or (3) the coordination of the work under this contract with other work or activities on the project.

The Contractor may submit work schedules for the approval of the Engineer. In any event, he must give the Engineer adequate notice before undertaking work which requires inspection or engineering services during or prior to the progress of the work in hand.

G. Inspection

The Engineer shall make such inspections and tests as he may deem necessary to assess the quality and value of the work in all its parts and the compliance with the terms of the contract.

(1) Inspectors--

Inspectors on the work shall be special agents of the Engineer assigned to the project to inspect the work and inquire into all details which concern the Engineer, to report to the Engineer, and when necessary, to order the work stopped until the Engineer

can give his decision on any disputed question concerning the fulfillment of the contract.

All decisions regarding the character of the work to be done or material to be furnished or the interpretation of the contract 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 from the Engineer.

(2) Approval or Rejection--
It shall be within the province of the Engineer to approve or reject any of the material, workmanship, or equipment pertaining to the project. However, no failure or omission to condemn any defective work or materials shall release the Contractor from the obligation immediately to tear out, remove and properly replace the same at any time upon the discovery of said defective work or material.

(3) Right to Retain Imperfect Work--
If any part 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 undersirable, or if the removal of such work will create conditions which are dangerous or undersirable, the Engineer shall have the right and authority to retain such work, but shall make such deductions in the final payment therefor as may be just and reasonable.

(4) Emergencies--
Whenever, in the opinion of the Engineer, the Contractor has not taken precaution for the safety of the public or the protection of the works or adjacent property or 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 Engineer, with or without notice to the Contractor, may provide suitable protection to said interests by causing such work to be done and material to be furnished and placed as may be necessary to insure protection.

The cost and expense of such emergency work and material shall be borne by the Contractor and if the same shall not be paid on presentation of the bills therefor, then the costs shall be deducted from any amounts accruing under the contract.

The performance of any such emergency work by the Engineer shall in no way relieve the Contractor from any damages which may occur because of the emergency or its relief.

H. Payment Estimates and Measurements
(1) The Engineer shall prepare estimates of the value of work done and materials delivered to the job on periodic dates to be specified at the beginning of the work and shall certify the same to the Owner within five days after such dates as a basis for Partial Payments under the Contract.

(2) The final payment estimate shall be prepared as soon as practicable after date substantiating full satisfaction of the contract are available.

(3) Estimate for Partial Payments shall not be required to be made by strict measurements or with exactness, but may be approximate only. Estimates for final payment shall be made in accordance with best engineering practice and shall include all items for which compensation is due.

No extra or 'custom' measurements of any kind will be allowed in measuring work done under these specifications; but the lump sum, actual length, area, solid contents, weight or number shall be considered in accordance with the "Units of Payment" as defined in the "Proposal", and the prices applying thereto as accepted by the Owner when the contract was awarded.

(4) The Engineer shall have access to the records and documents of the Contractor to the extent that proper value of materials and the work may be assessed for payment estimate purposes. The Contractor shall arrange all such records, the materials and construction so as to be readily inspected and shall furnish all assistance necessary to examine work and material.

The Contractor shall furnish to the Engineer a breakdown of lump sum items to show the value of identifiable portions of the items as a basis for computing partial payments.

4. RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR

A. Contractor and Foreman

The Contractor shall be responsible for the correctness of the work in accordance with the plans and specifications. The Contractor shall at all times maintain an office at or near the site of the project and shall have a competent person on the work to direct it, and to receive and carry out the instructions of the Engineer. Instructions given to such person shall be considered as given to the Contractor.

Both the address given in the proposal and that of the Contractor's office for the project are hereby designated as places to either of which notices, letters or other communications to the Contractor may be mailed or delivered.

B. Subcontractors

The Contractor shall not assign or sublet the work or any portion thereof without the consent of the Owner. No assignee or subcontractor will be recognized by the Owner independently of the Contractor. The Contractor shall be the responsible party in every transaction pertaining to his contract even though consent has been given by the Owner for subletting the work or portions thereof.

C. Persons Interested in Contract

The Contractor guarantees that no person or persons other than the Contractor signing the "Proposal" has any interest hereunder as Contractor.

This Contract shall be null and void if the Owner is a public body and any member of its government or an employee thereof 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 in any portion of profits thereof; provided that incidental interest, such as 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 Contractors, shall not be included in the meaning of this provision.

D. Bonds

The Contractor shall furnish an approved Surety Bond, conditioned upon the faithful performance of the contract in all its particulars, the payment of all bills entering into the same, and the performance of all maintenance required by any guarantees herein.

The sum of the bond shall be one hundred percent (100%) of the contract amount.

E. Observance of Laws and Ordinances

The Contractor must be familiar with and observe all laws, ordinances and regulations which in any manner affect the contract the workmen or the public.

F. Damages and Indemnity

The Contractor shall be held responsible for all damages to property or accident to any or all persons through or in connection with the construction of the project.

The Contractor shall and hereby does bind himself, his heirs and assigns and Sureties on his bond to indemnify and save harmless the Owner from all damages, suits, or actions of every name or description brought against said Owner for or on account of any injuries or damages received or sustained by any person or persons by reason of the construction of the project or in consequence of any negligence in guarding the same, or any improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents whether the same relates to subcontractors, workmen, or strangers to this transaction. The Owner may withhold payments due or to become due so long as shall seem necessary to insure such indemnity.

G. Insurance

The Contractor shall insure, in a manner satisfactory to the Owner, all parts of the project as the work progresses, and shall assume all risks of loss or damage arising out of the nature of the work, the action of the elements, or otherwise until the com-

pletion and final acceptance of the project.

The Contractor shall carry adequate coverage in Public Liability, Property Damage and Workmen's Compensation Insurance in amounts sufficient to safeguard himself and his obligation to protect the Owner.

H. Materials and Workmanship

All materials are to be the best of the kind specified, and unless otherwise designated, are to be new and of standard weight and dimensions. All workmanship is to be first-class in every respect. Any work or materials not in accordance with the plans and specifications or in any way damaged or defective, shall be torn down on order of the Engineer and replaced or rebuilt in a suitable manner and to the satisfaction of the Engineer.

I. Workmen and Equipment

The Contractor shall employ competent skilled workmen. Whenever the Engineer shall inform him in writing that any man is, in his opinion, detrimental to safety, incompetent, unfaithful or disorderly, such men shall immediately be discharged from the project and shall not again be employed thereon.

The Contractor shall provide and use sufficient equipment of suitable character and efficiency to do the work in a safe and proper manner and within the time fixed for completion of the project.

The Engineer may instruct the Contractor to remedy deficiencies in plant or crew and the Contractor shall comply with such instructions. Failure of the Engineer to give such instructions shall not release the Contractor of his obligations to secure the safety of his men, the quality of the work, and the rate of progress required by this contract.

J. Time of Completion

The time of starting and completing the entire project shall be as stated on the Proposal form. Should the Contractor be obstructed or delayed in the prosecution of the work by an act of the Owner or its agents, or by abandonment of work by the Owner, of by damages which may happen by act of Providence, or by other causes fairly and justly beyond the control of the Contractor in the opinion of the Owner, the times fixed shall be extended for a period equivalent to the time lost by reason of any or all such causes; but no such allowance shall be made unless a claim therefor is presented in writing within forty-eight hours from the end of such delay.

Should time be of the essence for any unit of the project and completion times shall be given therefore in the Specifications, liquidated damages shall apply for these units in the amounts specified and if multiple units are so involved, the liquidated damages shall apply for each as specified and run concurrently with each other so long as such damages are assessable under the

Specifications.

It is mutually agreed that the aggregate of liquidated damages, as stipulated in the Specifications and provided for in the preceding paragraph shall constitute indemnity for liquidated damages sustained by the Owner by reason of failure of the Contractor to complete the work in the time contracted.

It is further agreed that if no liquidated damages are provided for elsewhere in the contract, the amount shall be Twenty-Five Dollars ($25.00) a day for every calendar day over and beyond the time stipulated for completion of the project, as amended by such extensions as may have been granted by the Owner.

The Contractor shall provide and use sufficient plant and personnel to construct the project in the most expeditious manner and shall organize the elements of the work so that critical items requiring personal attention of the inspector shall be done concurrently or with minimum time lapse at periods agreed upon between the Engineer and Contractor.

In the event that progress of the work shall lag and shall cause service by the Engineer exceeding the initial Construction Layout Survey and _____inspector days, the Contractor shall be liable for the additional engineering expense required. The Engineering expense shall be computed at the rate of $35.00 per day (or part thereof) for one engineer-inspector and $25.00 per day (or part thereof) for each additional man required to properly service the construction.

It is mutually understood and agreed that the extra service expense so incurred shall be shown on the face of the final estimate and such amount shall be withheld by the Owner from the final payment to the Contractor and paid to the Engineer as reimbursement for said extra service.

K. Patents and Copyrights

The Contractor hereby agrees to hold and save harmless fro liability of any nature, including costs and expenses, for or on account of any patented, or copyrighted, or secret processes, compositions, inventions, articles, appliances or machinery used in the performance of this contract, or to be used by the Owner after accepting this contract.

L. Claims of Unpaid Bills

The Contractor hereby agrees to hold and save harmless the Owner from liability of any nature, including costs and expenses, for or on account of any claims for recovery made against materials furnished or work done under this contract or for any other obligations incurred by the Contractor in connection with this Contract.

The Contractor agrees to furnish the owner with satisfactory evidence that all obligations arising under this contract have

been liquidated or a legal release and indemnity from and against all such claims, before final payment shall be made.

M. Anticipated Profits

In case of the omission of any work called for by the original plans and specifications, or by the abandonment of the work by the Owner, the Contractor agrees that he will not claim or bring suit for any damages whether by way of loss of profit or otherwise, on account of not being allowed to do such work or to furnish such materials.

N. Construction Plant

The Contractor shall provide all labor, material, and machinery necessary in the prosecution and completion of the contract where it is not otherwise provided specially that the Owner shall furnish any part of the same, and it is also understood the the Owner shall not be responsible for the care or protection of any material, tool or machinery or for any part of the work until it is finally completed and accepted.

O. Policing the Project

The Contractor shall maintain the site of the project, his materials, equipment and appurtenances in a safe and orderly manner. He shall not dig up or occupy more of roads, streets, alleys or other public property than is absolutely necessary to the efficient conduct of the work. He shall provide and require the use of proper and adequate sanitary facilities. He shall not permit or suffer the presence or use of intoxicants on or about the project. He shall remove all debris or extraneous material resulting from the work and leave the site in a clean and approved condition.

P. Guarantees

The Contractor hereby expressly guarantees as follows:

(a) That he will use only materials that are the best of the kind specified and unless otherwise specifically provided, they shall be new and of standard weight and dimensions.

(b) That all workmanship shall be first class and performed by mechanics properly trained and experienced in the labor which they perform.

(c) That all parts of the project shall be guaranteed as called for in the specifications or if none are specified for the period of one year against defects in material and workmanship.

(d) If the Owner determines at any time during the guarantee period that defects in material and workmanship exist in the project, the Contractor will forthwith repair such defective workmanship or materials and complete the same so that in the end every provision of these specifications is met and without expense to the Owner beyond the contract price.

5. ARBITRATION

A. In the event that disputes arise which cannot be settled by the decision of the Engineer, or which the decision of the Engineer shall work undue and unwarranted hardship, it is understood and agreed that either party may appeal the dispute to arbitration as a condition precedent to further recourse by litigation, as follows:

B. 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.

C. If the Engineer fails to make a decision within a reasonable amount of time, an appeal to arbitration may be taken as if his decision had been rendered against the party appealing. In such cases and in a 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.

D. Arbitration shall proceed in conformity with the laws of the State in which the project is located, and wherever permitted by law, the decision of the arbiters may be filed in court to carry it into effect.

E. Arbitration shall be by a board of three persons; one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten days, he shall be chosen by the Judge of the Circuit Court having jurisdiction over the area in which the project is located.

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.

F. The arbiters shall act with promptness. Should either party refuse or neglect to supply any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings. The decision of any two arbiters shall be final and binding upon both parties except for recourse to review in Court under due process of law.

G. 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 was taken without reasonable cause, damages for any delay concerned. The arbiters shall submit their decision in writing.

SPECIAL PROVISIONS FOR
MUNICIPAL WELL NO. 2
MIDLAND, SOUTH DAKOTA

1.0 SCOPE OF WORK

The well to be drilled under this contract shall be drilled by a party, individual or corporate, holding a current license as a well driller in the State of South Dakota and the work to be done under this contract shall comprise the following:

1.1 Drill a bore hole of nominal 13-3/4" diameter to a depth of 400 feet and cement therein a 10-3/4" O.D. steel surface casing, the cement grout to extend from the bottom of the casing to the ground surface. The depth of the 13-3/4" bore shall be not less than 390 feet or more than 415 feet, as required to set the casing without cutting. The head of this casing shall project not less than one foot or more than three feet above the ground surface.

1.2 Inside the above surface casing, drill a nominal 7-7/8" diameter bore hole an additional 3100 feet, more or less, as may be required, penetrating the Pahasapa limestones a sufficient depth to develop a well flow of not less than 250 GPM.

1.3 Install a liner casing of nominal 5-1/2" O.D. steel casing in the above bore hole, this casing extending from a point at, or near, the top of the producing formation to a point not less than one foot, or more than two and one-half feet (2½'), above the top of the 10-3/4" surface casing. This liner casing shall be cemented in place, the grout extending from the cementing packer at, or near, the top of the producing formation to the top of the 10-3/4" surface casing.

2.0 EQUIPMENT

2.1 All drilling hereunder shall be done by rotary drilling equipment of such type and capacity as to handle the depths, diameters and anticipated pressures to be encountered, with a substantial operating margin of safety. Data derived from other wells in the general area indicate that a water pressure of approximately 275-to-300 pounds per square inch at the ground surface may be anticipated. THE DRILLING EQUIPMENT AND ACCESSORIES SHALL BE ADEQUATE TO KEEP ABSOLUTE CONTROL OF SUBSURFACE WATERS UNDER PRESSURE DURING ALL PHASES OF DRILLING, TESTING, RUNNING IN CASING, OR CEMENTING THE SAME IN PLACE.

2.2 All cementing shall be done by forcing the cement slurry down through the casing and up the annular space outside the casing to the ground surface. Equipment used during cementing operations shall be provided and operated by the Halliburton Oil Well Cementing Company, acting as subcontractor under the Contractor herein, to perform the cementing operations for both the surface casing and the liner casing. Cementing equipment shall be adequate to cement each string of casing from bottom to top in one continuous operation. The size, type and capacity of such equipment shall be determined by the cementing subcontractor from job con-

ditions revealed by actual drilling operations.

2.3 Equipment or accessories to be provided in the well during cementing of the surface casing and liner casing shall include a rupturable bottom plug of proper size to keep the cement slurry separated from the drilling fluid; also, a top plug to reduce the possibility of channeling of the displacement fluid through the cement. The plugs shall be Halliburton, Type 5W, or equal. Casing centralizers of appropriate size shall be provided for both surface casing and liner casing to position the same in the center of the bore hole. Centralizers shall be Halliburton Type S-3, or equal, and their spacing shall not exceed the maker's maximum spacing recommendation for the job conditions of casing diameter, hole diameter, and hole deviation. An appropriate formation packer shoe or packer collar shall be provided to seal off and prevent cement contamination of the producing formation below the packer during cementing operations.

3.0 MATERIALS

3.1 Casing shall conform to "API Standard Casing, Short Threads and Couplings" (Table 8 of API 5A), having the following minimum requirements. All shall have API Standard threads.

SIZE, O.D.	I.D.	WALL THICKNESS	WEIGHT PER FOOT
10-3/4"	10.192"	0.279"	32.75#
5-1/2"	5.012"	0.244"	*14.00#

* Heavier casing may be used in portions of the well, if desired by the Contractor.

3.2 A commercial thread locking compound, "HOWCO WELD", or equal, shall be used on all joints when running in any string of casing. The first three joints above any cement plug or packer, to be later drilled out, shall be further reinforced by four 2" fillet welds at top and bottom of each coupling to further ensure against unscrewing of threads by drilling out torque and vibration.

3.3 The Contractor shall furnish and install at the top of the liner casing a flanged well control valve. It shall conform to API Standard 5G-2 for double-disc gate valve for well control service, with a cold water working pressure rating of 500 p.s.i. The flange at the top of the 5-1/2" O.D. casing shall have an equal or greater pressure rating. Above the control valve a companion flange of equal pressure rating shall be furnished. This flange may be a regular reducing flange, reducing to accommodate standard 4" steel pipe threads, or a flange fitted with a reducer-adapter fitting to adapt from 5-1/2" O.D. API Standard thread to 4" standard steel pipe thread (8 V-type threads per inch), at the Contractor's option; the intent of this specification being that additional piping with 4" standard steel threads may be extended from the control valve assembly, as completed under this contract.

4.0 MISCELLANEOUS

4.1 The following are made a part of the driller's contractual obligations. In conformity with the regulations of the South Dakota Water Resources Commission the driller shall:

a. File with the Water Resources Commission, before drilling is begun, a "Notice of Intent" to drill such a well.

b. Keep an accurate drilling record or log of the depth to the top and bottom of each stratum penetrated, the waters encountered and the completed depth of the well; and shall file or send a certified copy of said log to the South Dakota Water Resources Commission at Pierre, South Dakota. A certified copy of said log shall also be filed with the Engineer.

c. Obtain and preserve a sample of material taken from each 10 feet of drilling and at every change of formation. The driller shall tag, file and keep said samples in a suitable place for at least 18 months; or, at the request of the Commission before the end of that period, the samples shall be sent by the driller to the Commission at Pierre, South Dakota.

4.2 The portland cement grout used in cementing the casing shall contain not more than six gallons of water per cubic foot of cement; except that this ratio may be slightly modified by the use of admixtures to change the speed of hydration or specific gravity of the cementing slurry. Cement shall be allowed to set up for 72 hours before drilling is continued; however, if high early strength type of cement is used this period may be reduced to 24 hours.

4.3 An electric log will be run on the well by the South Dakota State Geological Survey. The Contractor shall cooperate with personnel of the Survey in running such log.

4.4 The proposed well is of concern not only to the Town of Midland, but to various State agencies as well. The Contractor shall permit free access to the job premises to authorized observers representing the State Water Resources Commission, the State Geological Survey, or the State Department of Health, and shall extend to such observers all due consideration and cooperation in the discharge of their duties. Any directives or instructions relative to the contract work shall be given the Contractor or his representative on the job by the Engineer only.

4.5 Upon completion of drilling and cementing operations, and the installing of the control valve, the installation will be tested for acceptance by the City. After such acceptance, the Contractor shall remove the drilling mud from the slurry pit and waste the same at some nearby location satisfactory to the City; fill in the pit and level off the same. Trash, debris, cans, etc., shall be cleaned up and the site left in a neat and orderly condition.

I checked this again 4-24-
with L. Davis and Wm Burgeson.

The channels are the well
has a underground leak,
although the conditions puzzle
me. The wet area we
saw is larger and the soil
is wet/here there has been no
runoff since we were there.

The well probably should be
opened if can this without
throwing mud etc. In any
case I will try and call
L. Davis today about it, while
I am looking N. E

DD

March 6, 1963

Mr. Robert Arens
Independent Drilling Company
Aberdeen, South Dakota

Dear Bob:

Vic Rugg was out of town when I was in Rapid City last week and I did not obtain a copy of the log of the City of Midland well.

Following are copies of the logs of two other wells in the same general area which might be helpful to you:

Haakon County
John Stroppel, Alt. 1880'
S. 6, T 1 N, R 25 E.

0	Pierre shale
945 T.	Niobrara chalk
1420 T.	Greenhorn limestone
1450 T.	Graneros shale
1735 T.	Dakota sandstone
1770 T.	Fuson shale
1780	Total depth

Haakon County
Bierwagon # 1, Alt. 2079'
S. 11, T 6 N, R 21 E.

0	Pierre shale
40 T.	Mobridge member
902 T.	Sharon Springs shale
1206 T.	Niobrara chalk
1403 T.	Carlile shale
1815 T.	Greenhorn Limestor
1873 T.	Graneros shale
2090	Total depth

As near as I can tell the Stroppel well is in Midland.

Sincerely,

Donald Driscoll
Field & Office Engineer

DD:ls

ASCE • NSPE
Staven
ENGINEERING CO.
RAPID CITY, SO. DAK.

RECEIVED
STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

P. O. BOX 1072 ▪ AREA CODE 605 PHONE 343-0222 ▪ RAPID CITY, SOUTH DAKOTA

February 20, 1963

Mr. Don Driscoll
Engineering Division
State Water Resources Commission
Pierre, South Dakota

Dear Don:

This is to let you know that I stopped in at Midland yesterday and had a look at their pressure well. The well house was locked and Mr. Joe Schilling, Water Superintendent and Chairman of the Town Board, was on a job in Kadoka. From what I could see through a window, the leak was at the flange where the well control valve is bolted to the production casing. They had rigged a steel cap to deflect the water down onto a concrete cone, some 18" high, from which it flowed out through a floor-level port in northeast corner of the building to open ditch running north. I estimated the flow to be six or seven GPM.

I had some other business in Kadoka so I drove over there and found Schilling on the job. He reported that when the Town tried to close down the well to make some piping changes in the headworks, they were unable to operate either the control valve or the drilling-thru valve connected to the casing, because of encrustation and corrosion. They obtained another valve, disconnected the piping and let the well run wide open to relieve the pressure while they removed the old valve and installed the new one. Because of the strong hot flow, about 600 GPM at 152°F., they could not get a gasket between the flanges and, possibly, ruined the one they got for the job. Anyway, it is bolted together "dry" and, naturally, leaks. Mr. Schilling stated that they planned to weld the flanges together. He said the joint did not leak with the well flowing wide open. I advised against this for reasons you can understand but they will probably do it anyway. This leak is a nuisance, but not dangerous.

Well, it's their baby. I confess I was greatly relieved to find there has never been any trace of leakage up around the casing. Could not imagine such a thing happening after our 82-hour fight with that well during cementing operations, and the evidence of the overlapping "Cemeton" logs.

Very truly yours,

STAVEN ENGINEERING COMPANY

V. L. Rugg

VLR:jm

CC: Mr. Floyd L. Mathew
Dept. of Health, Engineering
Pierre, South Dakota

South Dakota

State Department of Health

G. J. VAN HEUVELEN M. D., STATE HEALTH OFFICER

Pierre

City Midland
5/9-2

February 13, 1963

RECEIVED
FEB 1 1963
STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

Mr. Joe Grimes
South Dakota Water Resources Commission
State Office Building
Pierre, South Dakota

Subject: High Pressure Well at Midland

Dear Mr. Grimes:

During a routine survey of the municipal water works at Midland, it was noted that a leak had developed in the casing of their high pressure well. They have apparently attempted to slow the leak by piling concrete around the casing, but this has been of very little help.

We are recommending in our report to the Town that immediate action be taken to repair the leak. If you should happen to be in the Midland area, you might stop and investigate the situation and contact the town officials regarding possible remedies.

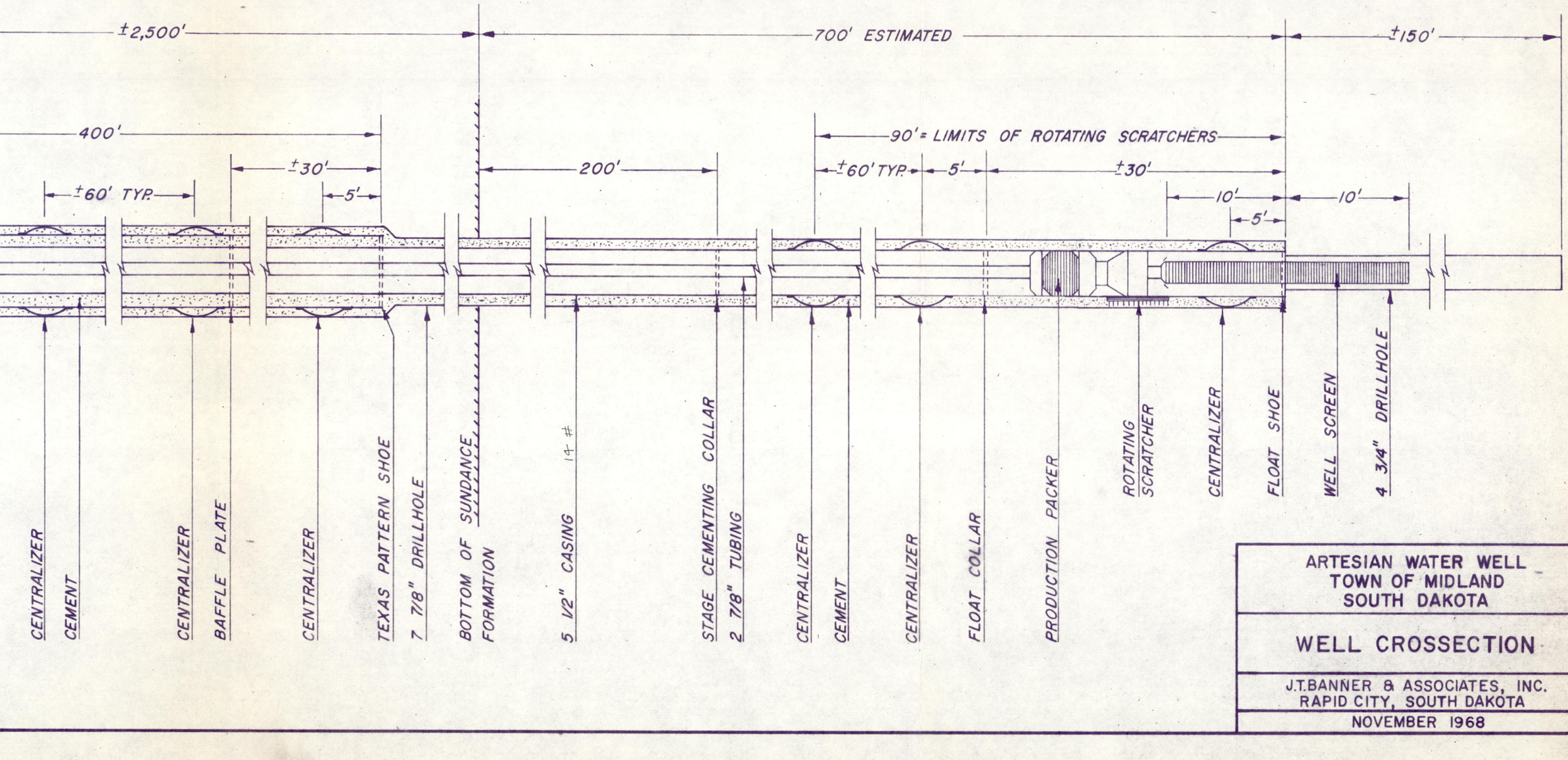
FOR THE DIVISION OF SANITARY ENGINEERING

Very truly yours,

Floyd L. Matthew Jr.

Floyd L. Matthew
Public Health Engineer

FLM:ka
cc: Vic Rugg, Staven Engineering Company

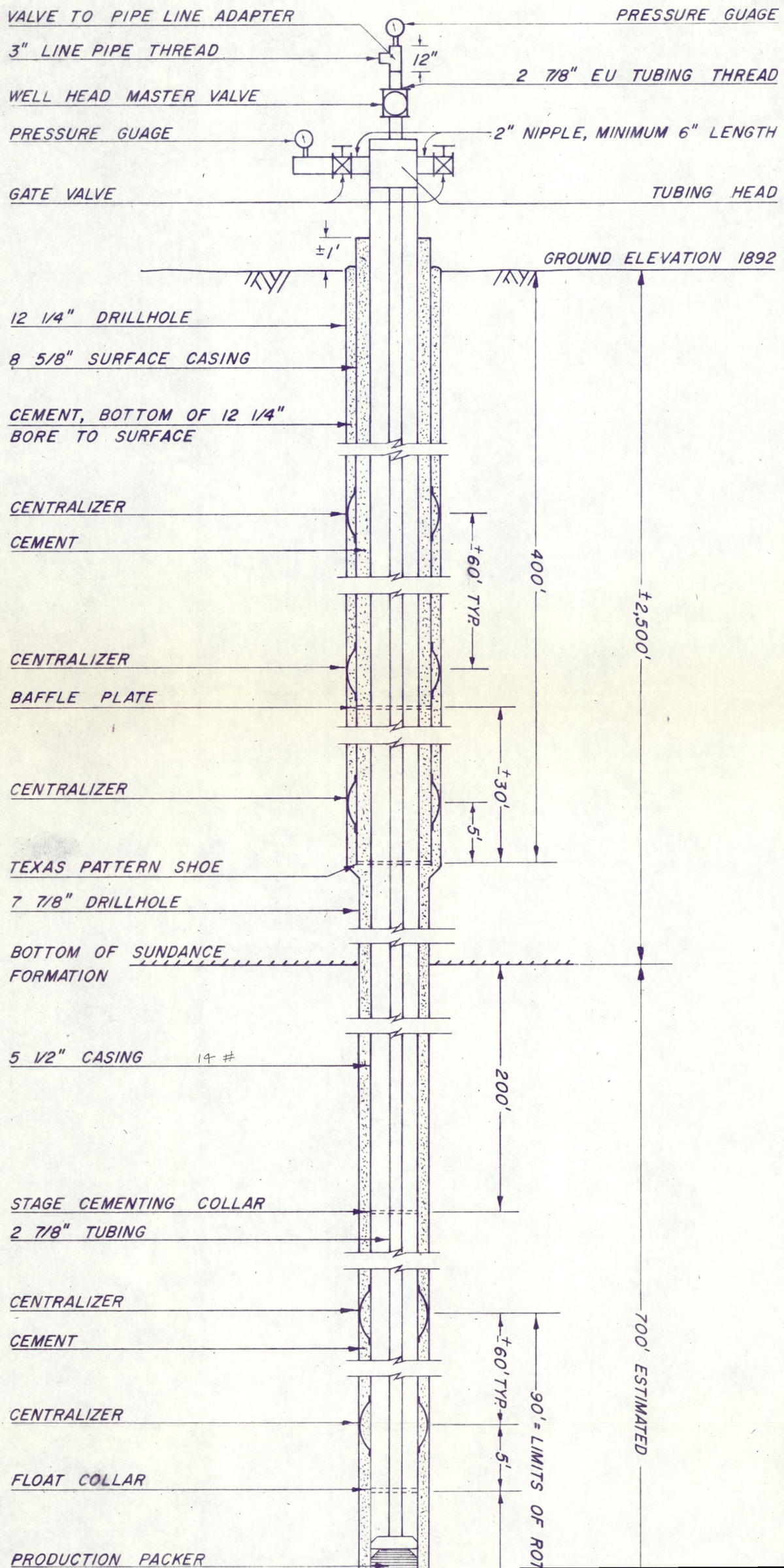


ARTESIAN WATER WELL
TOWN OF MIDLAND
SOUTH DAKOTA

WELL CROSSECTION

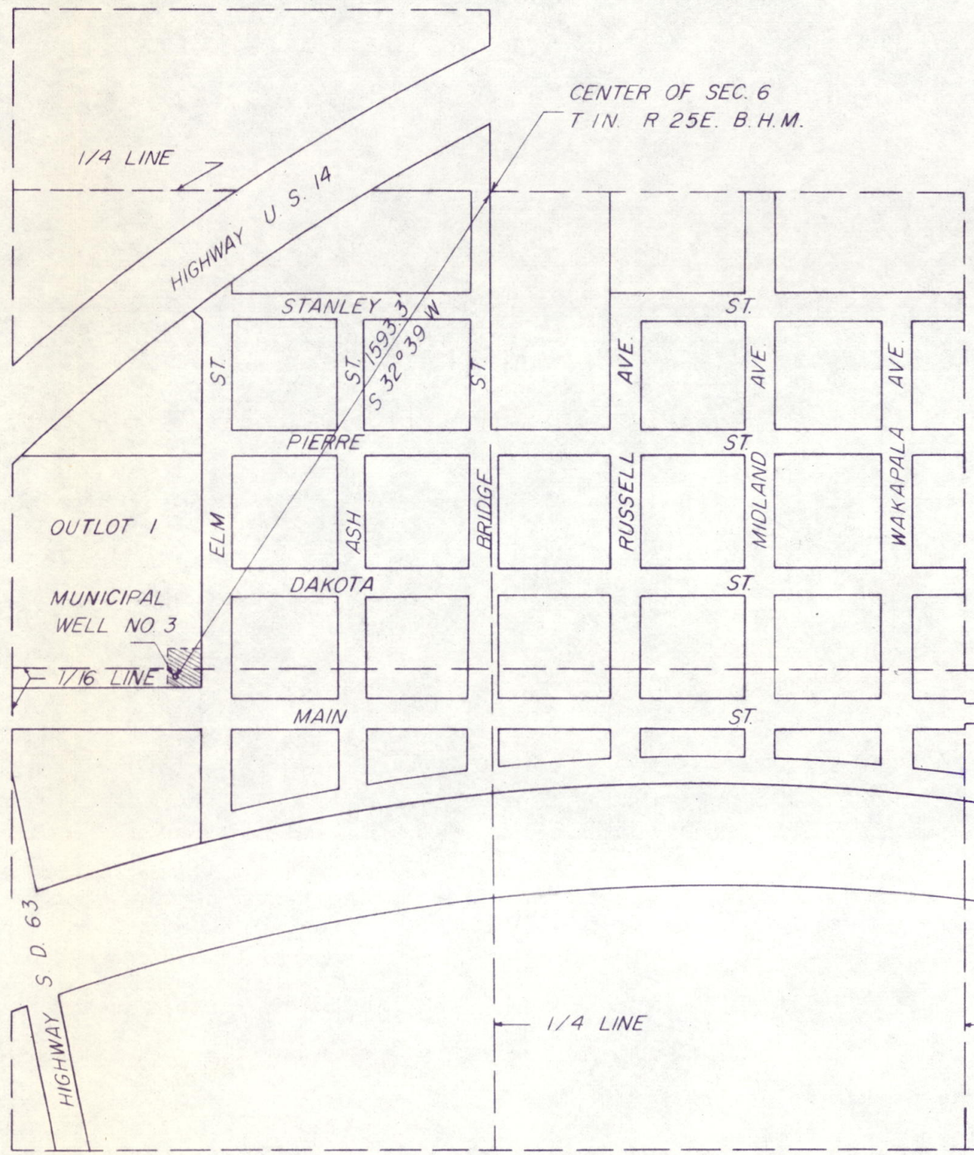
J.T. BANNER & ASSOCIATES, INC.
RAPID CITY, SOUTH DAKOTA

NOVEMBER 1968


VALVE TO PIPE LINE ADAPTER
PRESSURE GUAGE
3" LINE PIPE THREAD
12"
2 7/8" EU TUBING THREAD
WELL HEAD MASTER VALVE
PRESSURE GUAGE
2" NIPPLE, MINIMUM 6" LENGTH
GATE VALVE
TUBING HEAD
±1'
GROUND ELEVATION 1892
12 1/4" DRILLHOLE
8 5/8" SURFACE CASING
CEMENT, BOTTOM OF 12 1/4" BORE TO SURFACE
CENTRALIZER
CEMENT
±60' TYP.
400'
±2,500'
CENTRALIZER
BAFFLE PLATE
CENTRALIZER
±30'
5'
TEXAS PATTERN SHOE
7 7/8" DRILLHOLE
BOTTOM OF SUNDANCE FORMATION
5 1/2" CASING 14 #
200'
STAGE CEMENTING COLLAR
2 7/8" TUBING
CENTRALIZER
CEMENT
±60' TYP.
90' = LIMITS OF ROT
700' ESTIMATED
CENTRALIZER
5'
FLOAT COLLAR
PRODUCTION PACKER

Map 3392 Appl. 586-2 ? 1 560-2 ?

N



MIDLAND, SOUTH DAKOTA

SCALE 1" = 400'

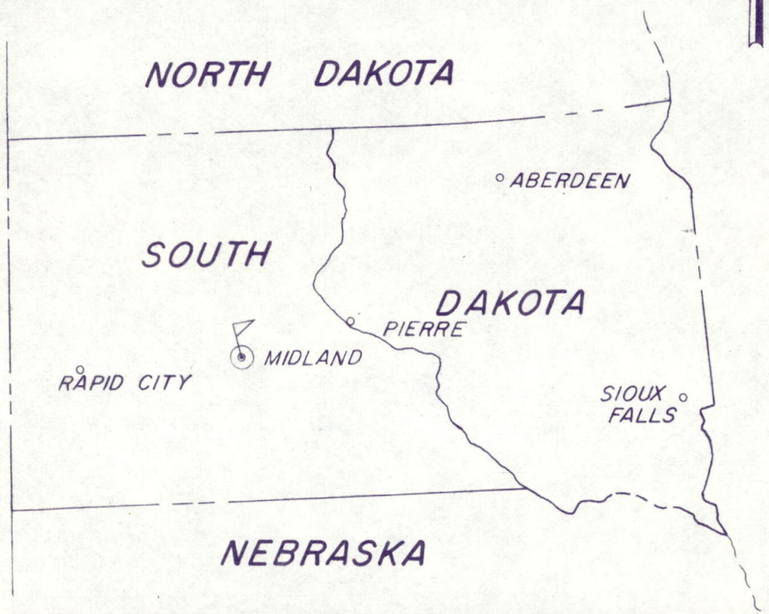
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ARTESIAN WATER WELL
TOWN OF MIDLAND
SOUTH DAKOTA

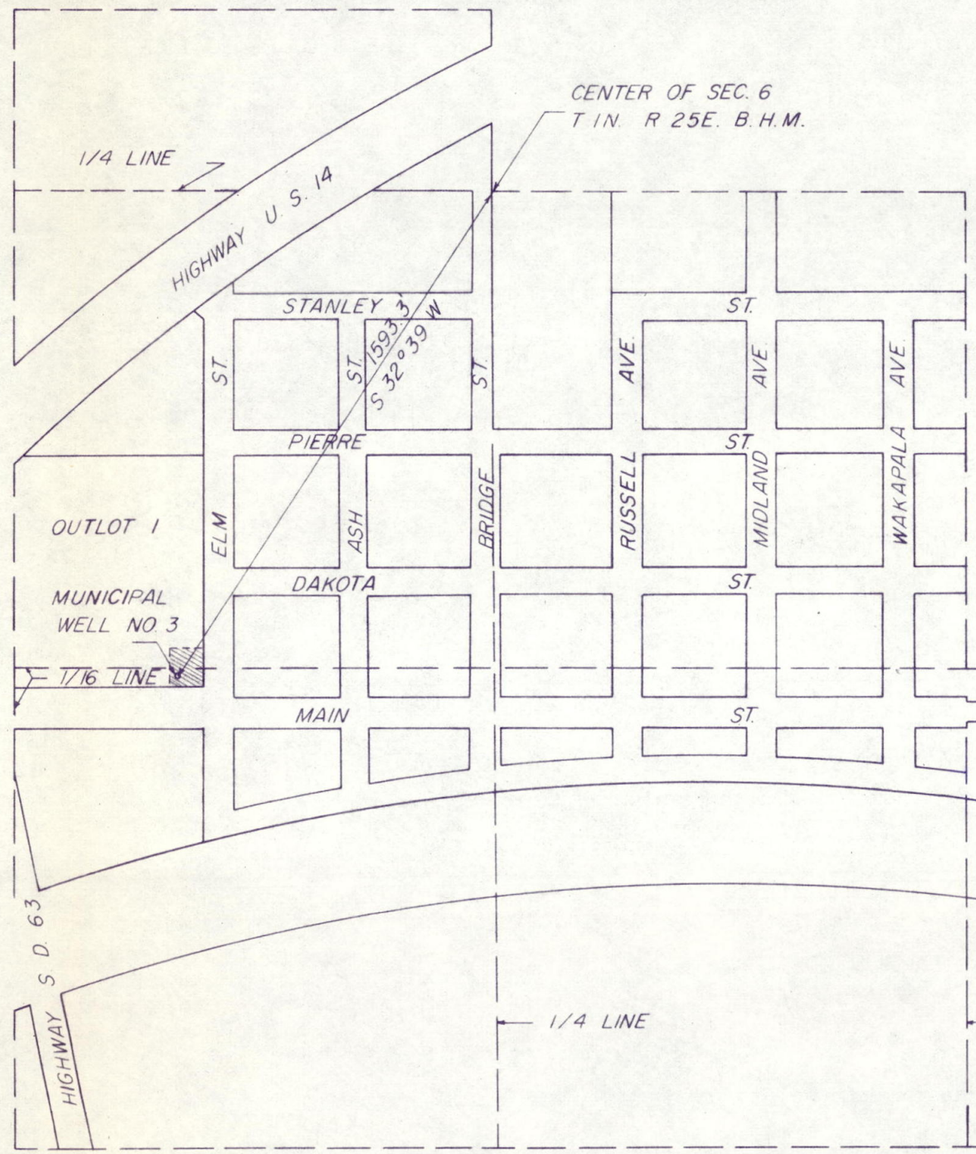
LOCATION & VICINITY MAP

J.T. BANNER & ASSOCIATES, INC.
RAPID CITY, SOUTH DAKOTA

NOVEMBER 1968



SCALE
50 0 50 100 150 200 MILES



MIDLAND, SOUTH DAKOTA

SCALE 1" = 400'

568-2

RECEIVED
MAR 25 2014
WATER RIGHTS
PROGRAM

FAX

TOWN OF MIDLAND
P.O. Box 232
Midland, SD 57552-0232
Phone # (605) -843-2810
Fax # (605) -843-2900

Date: 3-24-14

FAX FROM: TOWN OF MIDLAND – FINANCE OFFICE

FAX TO (COMPANY): SD DENR

(PERSON): Eric Gronlund

FAX #: 605 773 4068

TOTAL PAGES INCLUDING COVER SHEET: 2

MESSAGE:

Water Right Changes –

Diana Baeza
Town Board President

Thanks, Michelle

RECEIVED
MAR 25 2014
WATER RIGHTS
PROGRAM

Town of Midland
PO Box 232
Midland, SD 57552
March 24, 2014

Mr. Eric Gronlund
Water Rights
DENR
4\523 E. Capitol
Pierre, SD 57501

Re: Water License 568-2

Dear Mr. Gronlund:

The Town of Midland would respectfully request a change in its well location under Water Rights License 568-2. As you and I and our attorney discussed yesterday, the existing well has provided geothermal heat for the school district and for businesses and residences in Midland for the past 45 years. We would appreciate your favorable consideration on this matter to assist us in obtaining funding for the remediation and/or replacement of the existing system.

Very truly yours,

Diana Baeza
Midland Town Board President

File No. 568-2

Approval of Change of Diversion Point

NAME: Town of Midland

ADDRESS: P.O. Box 232, Midland, SD 57552

DATE: March 27, 2014 **COUNTY:** Haakon **TELEPHONE:** (605) 843-2810

BACKGROUND:
Water Right No. 568-2 appropriates 1.33 cubic feet per second (cfs) to be used as the municipal water supply for the Town of Midland, South Dakota. The water is supplied by one well located in the NE ¼ SW ¼ of Section 6, T1N-R25E. The well was completed into the Madison aquifer at a depth of approximately 3,100 feet. Water from the current well is used by the Town of Midland for geothermal purposes throughout the community, including the school as well as businesses and residences.

Diana Baeza, Town Board President of Midland, has requested to move the diversion point associated with Water Right No. 568-2 to an existing well in Midland as the first step to having this well rehabilitated and/or plugged and replaced. The existing well, which will serve as the new diversion point for Water Right No. 568-2 is located approximately 700 feet to the southwest in the center of the SW ¼ of Section 6, T1N-R25E.

AUTHORITY:
Pursuant to SDCL 46-5-13.1, the location of a diversion point may be changed or additional points may be licensed provided the following conditions are met and the potential for interference with other existing diversion points is not increased.

- **Developed water source is the same as licensed source and no additional water is appropriated.**

  The water source authorized by Water Right No. 568-2 is the Madison aquifer. The existing well is completed to a depth of approximately 3,100 feet below land surface. The well serving as the new diversion point is completed to a depth of approximately 3,300 feet and is also expected to divert water from the Madison aquifer.

  No additional appropriation of water is authorized. Water Right No. 568-2 appropriates 1.33 cfs and no additional diversion rate authority is being requested.

Review of Existing Diversions
The well completion report and water rights databases were reviewed for the nearest domestic wells and water rights/permits on file. There are no domestic wells or water rights/permits aside from Water Right No. 568-2 that divert water from the Madison aquifer in this area. Therefore, it not expected that any change in the location of Water Right No. 568-2 will result in interference with existing diversions.

Observation Well Data
There are no observation wells completed into the Madison aquifer in this region.

CONCLUSION:

- The change in well location does not propose to appropriate additional water.
- The change in well location request is completed into the same formation as the existing well, the Madison aquifer.
- Unlawful impairment of existing water rights is not expected to occur.
- The well to be used as the diversion point must be rehabilitated in a manner to allow the well to be completely shut off or the flow reduced to the amount needed. If this well is abandoned, the well must be plugged in accordance with well construction standards.

RECOMMENDED ACTION:
Based on the above criteria, it is recommended that the request for a change of diversion point to the center of the SW ¼ of Section 6, T1N-R25E be approved.

Bracken Capen
Natural Resources Engineer

The Chief Engineer makes a finding pursuant to SDCL 46-5-13.1 and ARSD 74:02:01:14:01 that: The change in diversion point location does not increase the potential for adverse effects to existing diversions.

Jeanne Goodman, Chief Engineer
Water Rights Program

DEPARTMENT OF ENVIRONMENT and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

March 27, 2014

568-2

Town of Midland
c/o Diana Baeza, Town Board President
P.O. Box 232
Midland, SD 57552

Dear Ms. Baeza:

As you discussed with Eric Gronlund of my staff, the Town of Midland is asking for clarification of the town's water rights. Midland currently holds Water Permit No. 568-2, which appropriates 1.33 cubic feet per second (cfs) (about 600 gallons per minute) from one well completed into the Madison aquifer located in the NE ¼ SW ¼ of Sec 6, T1N-R25E to supply water to the Town of Midland. The Town of Midland replaced the well originally authorized in the water right several years ago and has recently requested to change the location of the well (diversion point).

The request for a change of location is for a single existing well located in the center of the SW ¼ of Section 6, T1N-R25E. This is the location of the well the Town has been using since the well's construction in 1969. In accordance with South Dakota Codified Law (SDCL) 46-5-13.1, the change in well location is authorized without application or publication of a notice of hearing pursuant to SDCL 45-2A-4.

I understand the well currently used by the Town of Midland has experienced a leak, and Midland is investigating alternatives to fix or abandon this well. As you and Eric discussed, state law requires that the right to the use of water does not allow the waste of water. The well must be rehabilitated in a manner to allow the well to be completely shut off or the flow reduced to the amount needed. If this well is abandoned, the well must be plugged in accordance with well construction standards (Administrative Rules of South Dakota Chapter 74:02:04). If you or your engineer has any questions on well plugging or control requirements, please contact Ken Buhler with my staff.

If the current well remains in use or a new well is constructed and there is a discharge of water from the geothermal process, treatment of the discharge may be needed and a Surface Water Discharge Permit will be required. Please contact Al Spangler with the Surface Water Quality Program of DENR at (605) 773-3351 to discuss the requirements for a discharge permit.

I understand this is a difficult situation for your Town. Please contact Eric Gronlund or Ken Buhler at (605) 773-3352 if we can answer any questions you have or provide additional information.

Sincerely,

Jeanne Goodman
Chief Engineer
Water Rights Program

cc: Al Spangler, DENR Surface Water Quality Program
Marlene Knutson, Central SD Enhancement District

BANNER
Engineering | Architecture | Surveying
Banner Associates, Inc. | 409 22nd Ave So | PO Box 298
Brookings, South Dakota 57006 | 605.692.6342
www.bannerassociates.com

RECEIVED
DEC 2 9 2014
WATER RIGHTS PROGRAM

Letter of Transmittal

To: Board Chairman- Diana Baeza
Town of Midland
PO Box 288
Midland, SD

Date: December 22, 2014
Project: Midland Well #3
Geothermal Use
Well Plugging Report
BAI No: 21846.00.00

Delivery Method: REGULAR MAIL

We are sending you:

Copies	Date	Description
1	12-17-14	Final Well Closure Report
1	12-09-14	Water Rights Memo

These are transmitted as checked below:

☐ For Your Approval ☑ As Requested ☐ Returned For Corrections

☑ For Your Use ☐ Returned After Loan to Us ☐ For Review & Corrections

☐ Returned after loan

Remarks:

Diana,

Our final well closure report and documentation, as required by SD DENR, for your files.

Thank You.

Cc: Ken Buhler, PE (SD DENR)
Dennis Odens, PE (Banner Assoc.)
Marlene Knudson (Director of CSDED)

Signed: David LaFrance, P.E.
David LaFrance, PE

If enclosures are not as noted, please notify us at once.

BANNER
Engineering | Architecture | Surveying

Banner Associates, Inc. | 730 South St, Ste. 201
Rapid City, South Dakota 57701
Toll Free | 1.855.323.6342
www.bannerassociates.com

RECEIVED
DEC 2 9 2014
WATER RIGHTS
PROGRAM

December 17, 2014

Dianna Baeza,
Board Chairman
Town of Midland
PO Box 288
Midland, SD 57552

Re: Midland Geothermal Well #3 Abandonment Final Report
BAI. No. 21846.00.00

Dear Ms. Baeza,

This letter is to inform you of the details of the Midland Geothermal Well Abandonment Project. The general contractor on the job was Weston Engineering the Superintendent on the job was Jerry Hunt. Weston Engineering started the project on October 30, 2014 and reached substantial completion on November 26, 2014. Below are several of the highlights of the project and key components of the project completion.

- On November 3, 2014 Weston Engineering completed mobilization. The working pad for the overhead rig had been constructed and was in place. The overhead rig was set up over well site, and a weighted bar sent down the well to check well depth. The depth was measure by a handheld depthometer that measure the wire line of the overhead rig. Weston Engineering was able to go down to a depth of 3150'.
- On November 6, 2014 Goodwell Services (Sub-contractor) was on the job site to log the well. Goodwell Services also sent a heavy bar down the well to check the depth they got down to 3169.9' this depth was measure by the logging truck. The well was logged from a starting depth of 3161' to the surface. During the logging process cool water was being pumped down into the well. As Goodwell Services logged the well Weston Engineering could easily identify where the break in the casing was by the maximum temperature differentiation. It was determined the break in the 5 ½" casing was 6' below the ground surface.
- On November 7, 2014 Weston Engineering removed the main valve to the well. Weston Engineering planned on controlling the well by inserting several sticks of 1.5" tubing as a counter weight then placing a packer in the 2 7/8 stem. Due to the pressure of the well and the temperature of the water approximately 168°-170° they were unable to connect any tubing together.
- On November 19, 2014 Weston Engineering returned to the job site they had constructed a section of pipe that was 35' in length with a cross fitting attached to the top of the tubing with two plugs and a valve on the unattached three ends of the cross fitting. On the bottom end of the 35' tubing was a 2 7/8" swab cup. This control device was inserted into the well with the valve open so Weston Engineering could control the flow of the water coming out. Once securely attached to the well stem the valve was shut and a pressure gage was installed on to the valve to check the current pressure of the well. The pressure gage measure between 215 – 250 psi. With this device inserted they were able to control the well.

BANNER
Engineering | Architecture | Surveying

- Also on this date Goodwell Service (Sub Contractor) sent some explosives down the stem to perforate the screen. At 1130 Goodwell set off the 4 charges perforating the screen. The charges were 10 grams of plastic explosive of RDX, a derivative of C4 in powder form. Each charge should have made a separate hole with approximately 3/8" diameter. (Above information about the explosive and size of perforated holes provided by Rich Carter, operator for Goodwell Services)
- Croell Redi-Mix Concrete (Supplier) arrived on the job site 100 sacks of type I/II cement mixed (94#) cement sack to 6 gallons of water was pumped into the formation and displaced to approximately 3000'.

- On November 20, 2014 the control stem opened, no flow occurred, control stem removed from the stem of the well.
- On November 21, 2014 Goodwell Service returned to the jobsite. Good Well service started down the well with other 4 – 10gram charges of the plastic explosives. Per Rich Carter the explosive were a plastic explosive of RDX, a derivative of C4 in powder form. The same that was used to perforate the screen two days ago. At 1145 Good Well fired the explosives at a depth of 2890'. After which, they removed their equipment and left the jobsite.
  - Overhead rig was taken down and move off the job site today.
- On November 26, 2014 Croell Redi-mix Concrete (Supplier) returned to the job site with the same above mention cement grout a total of 350 (94#) sacks of cement was pump down the 2 7/8" stem to a depth of 2890' where Goodwell Service perforated the 2 7/8" stem on November 21, 2014. The cement grout was able to fill the 5 ½" casing from the bottom up. Approximately 40 sacks of cement were wasted once the well casing was full of the cement grout.
  - On this date two GPS enable devices were used to get a location of the abandoned well with the following location:
    - 44° 4' 15" North and 101° 9' 37" West
    - 44° 4' 15" North and 101° 9' 35" West

Sincerely,

Tim Pyle, EIT
Banner Associates, Inc.

Encl.

Cc: Mr. Ken Buhler, P.E.
South Dakota Department of Natural Resources
Joe Foss Building
523 E. Capitol
Pierre, SD 57501

Dennis Odens, PE
Banner Associate, Inc.
Project Manager
2307 W. 57th St. Ste 102
Sioux Falls, SD 57108

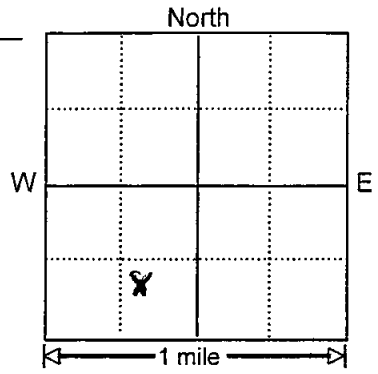
SD EForm - 1622LD V1

SOUTH DAKOTA WELL AND TEST HOLE PLUGGING REPORT 11-02

Location SE ¼ SW ¼ Sec 6 Twp 1N Rg 25E

County Haakon

Please mark well location with an "X"



Plugging Completion Date 11-26-2014

Well Owner:

Name: City of Midland

Address: 509 Main Street

City, State, Zip: Midland SD 57552

Comments:

Midland WSW #3

CHECK APPROPRIATE BOX

EXISTING WELL ☑	TEST HOLE ☐
Well depth 3302'	Hole depth
Casing material Steel	Hole size
Casing size(s) 5.5" o.d.	
Casing condition hole near the surface	

Describe plugging procedure:

Production packer was originally set at approximately 3150' with 2 7/8 tubing and a 2 3/8 stainless steel screen below the packer. The screen was perforated with 4- 10 gram shots, 100 sacks of cement grout was pumped into the formation and displaced to approximately 3000'. Well was shut-in for 48 hours, no flow when opened. Cement was tagged at 2900', 4- 10 gram shots at 2890'. Pump 310 sacks cement grout from 2890' to surface.

Describe grout or plugging material:

Type I/II cement mixed at one sack (94#) with six (6) gallons of water. Cement grout was pumped through the 2 7/8 tubing and back to the surface. Total of 350 sacks pumped, 40 sacks to pit. Cement 7 day compression of 5286 psi, see attached

Type of non-slip plug:

This well or test hole was plugged under license # 604 and this report is true and accurate.

Drilling firm: Weston Engineering, Inc.

Signature of Licensed Representative:

Signature of Well Owner: Diana Baeza

Date: 12-9-14

GCC of America
130 Rampart Way, Ste. 205 Denver, CO 80230
Sales (303) 739-5900 Customer Service (800) CALL GCC

Plant: Rapid City
501 N. St. Onge Street
Rapid City, South Dakota
Contact: Victor Gonzalez
Phone: (605) 721-7100

Cement Type: I/II(MH), Low Alkali
Report Date: 12/09/13
Production Period: 11/03/13 To: 11/30/13

Mill cert number: GCCDCT12 0000011

STANDARD REQUIREMENTS ASTM C 150 - 12/AASHTO M 85-09

CHEMICAL		
Item	Spec. Limit	Test Results
SiO_2(%)	A	20.8
Al_2O_3(%)	6.0 max	4.5
Fe_2O_3(%)	6.0 max	3.4
CaO (%)	A	64.8
MgO (%)	6.0 max.	1.2
SO_3(%)	3.0 max.	2.8
Ignition Loss (%)	3.0 max.	1.4
Na_2O (%)	A	0.12
K_2O (%)	A	0.64
Equivalent Alkalies (%)	B	0.54
Insoluble Residue (%)	0.75 max.	0.41
CO_2 (%)	A	0.4
Limestone (%)	5.0 max.	1.0
$CaCO_3$ in Limestone (%)	70 min	95.00
Potential Compounds (%) [C]		
C_3S	A	62
C_2S	A	13
C_3A	8 max	6
C_4AF	A	13
$C_3S + 4.75 \times C_3A$	100 max	92

PHYSICAL		
Item	Spec. Limit	Test Result
Air content of mortar (volume %)	12 max	8
Blaine fineness (m^2/kg)	260 min.	380
	430 max. [D]	
Autoclave expansion (%)	0.80 max.	-0.04
False set (%)	50 min.	70
Compressive strength Mpa (psi)		
1 day, Minimum MPa (psi)	A	17
3 day, Minimum MPa (psi)	12 (1740)	30 (4329)
7 day, Minimum MPa (psi)	19 (2760)	36 (5286)
28 day, Minimum MPa (psi)	A	IN PROGRESS
Time of setting, Vicat (minutes)		
Initial Not less than	45	105
Not more than	375	

PROCESS ADDITION (if applicable)			
Pozzolan Type:	N/A	Potential Compounds (%)	
SiO_2(%)	N/A	C_3S	N/A
Al_2O_3(%)	N/A	C_2S	N/A
Fe_2O_3(%)	N/A	C_3A	N/A
CaO (%)	N/A	C_4AF	N/A
SO_3(%)	N/A	$C_3S + 4.75 \times C_3A$	N/A

A Not applicable.

B Limit not specified by purchaser. Test result provided for information only.

C Adjusted (ASTM Annex A, point A 1.6)

D Maximum fineness limits do not apply if the sum of the $C_3S + 4.75C_3A$ is less than or equal to 90.

Base Cement Phase Composition

C_3S	62
C_2S	13
C_3A	6
C_4AF	13

GCC OF AMERICA PORTLAND CEMENT IS WARRANTED TO CONFORM AT THE TIME OF SHIPMENT WITH ASTM C-150/AASHTO 85. NO OTHER WARRANTY IS MADE OR IMPLIED. HAVING NO CONTROL OVER THE USE OF ITS CEMENTS, GCC OF AMERICA DOES NOT GUARANTEE FINISHED WORK. GCC IS NOT RESPONSIBLE FOR ANY ADDITIVES NOT STATED IN THE CERTIFICATE OF COMPLIANCE. GCC OF AMERICA CERTIFIES THAT THE DATA DESCRIBED ABOVE UNDER "PROCESS ADDITION" REPRESENTS THE MATERIALS IN THE CEMENT MANUFACTURED DURING THE PRODUCTION PERIOD INDICATED.

We certify that the above described cement, at the time of shipment, meets the chemical and physical requirements of ASTM C 150-12 and AASHTO M 85-09.

Signature: _____

Title: Quality Control Manager or Chemist

South Dakota Well Abandonment Requirements

74:02:04:67. Requirements for plugging wells or test holes completed into confined aquifers or encountering more than one aquifer. All abandoned or forfeited wells or test holes that are completed into confined aquifers or that encounter more than one aquifer must be plugged with bentonite grout if the weight of the bentonite grout column is sufficient to overcome the bottom hole pressure or must be plugged with cement grout placed from the bottom of the well or hole to within eight feet of the ground surface. Cement grout must be placed from eight feet below ground surface to within three feet of the ground surface. The top three feet may be filled with native material. If a pipe cannot be lowered inside the well casing to place grout from the bottom to the top, the well may be plugged by making a tight connection to the top of the casing and pumping a volume of cement grout, sufficient to fill the well, under pressure into the well. Bentonite grout may not be used if the well must be plugged by making a tight connection to the top of the casing and pumping the grout in under pressure. If it cannot be verified that a well's casing was grouted in accordance with this chapter, an effort must be made to plug the annulus from the bottom of the annulus up to the ground surface with the same type of material or materials required for plugging inside the casing.

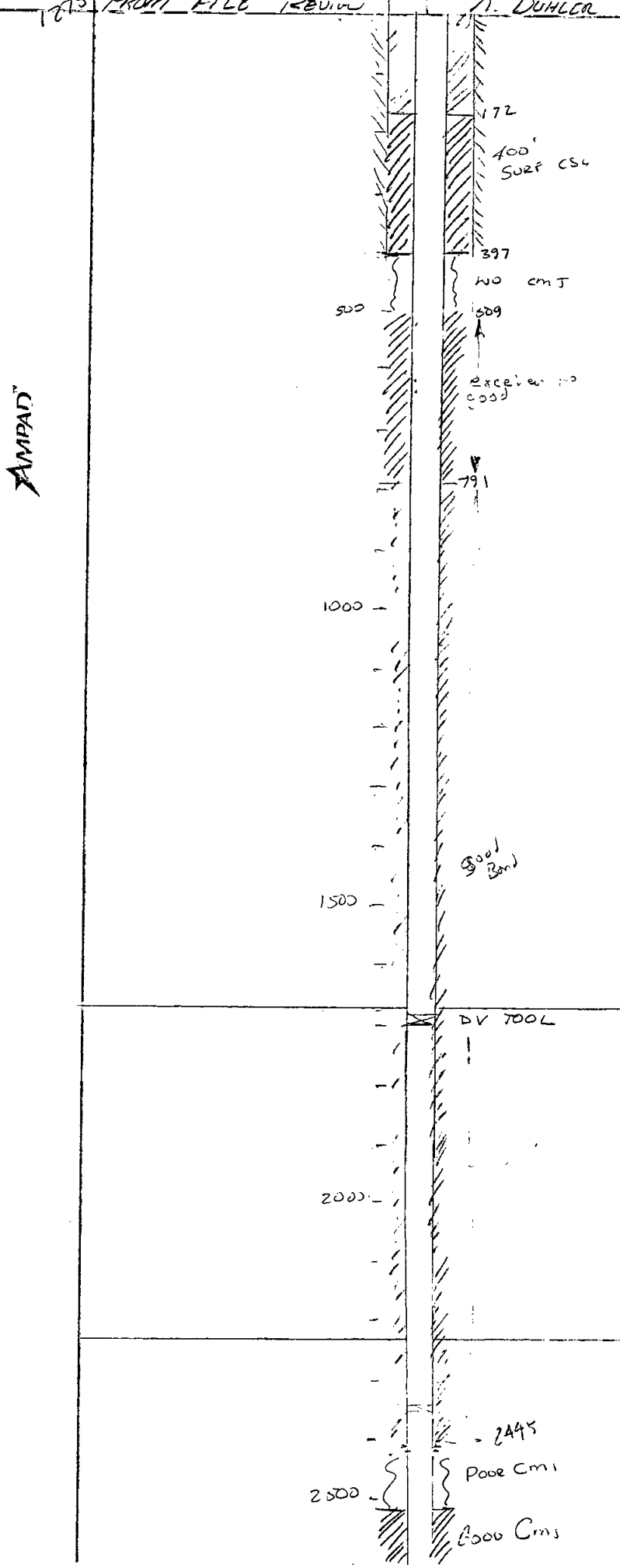
Source: 12 SDR 50, effective September 29, 1985; 13 SDR 129, 13 SDR 141, effective July 1, 1987; 18 SDR 224, effective July 16, 1992.

General Authority: SDCL 46-2-5, 46-6-6.1, 46-6-9, 46-6-20, 46-6-27.

Law Implemented: SDCL 46-2-9, 46-6-6.1, 46-6-10, 46-6-14, 46-6-18, 46-6-20, 46-6-27, 46-6-28.

Note: Bentonite manufactured for use as a drilling fluid does not meet the requirements for bentonite grout. Bentonite grout may be used to plug wells at depths greater than eight feet. The driller should be aware of the limitations inherent in bentonite grout. The low density of bentonite grout may make it inappropriate for use as a plug when higher hydrostatic pressure is required.

FROM FILE REVIEW — K. BUHLER — MIDLAND WELL #3



DKTA TOP

SNDC TOP

Good Surf Pipe Bond

5" ID = 19.635 IN²

19.636 (260) = 5,105 lb force

14" ID = 153.93 IN²

153.93 (260) = 40,000 lb Force

<20 psi SIP

3 weeks ago

Dave Oden Brookings Office

Drilled 1969 3300' Deep
Temp. 152°
260 PSI
Elv. 1892
130 gpm @ 10 PSI

BANNER ASSOCIATES, INC.
CONSULTING ENGINEERS & ARCHITECTS
Deadwood Avenue, P.O. Box 1140, Rapid City, South Dakota 57701 Telephone 605/343-0222

MIDLAND WELL NO. 3
MIDLAND, SOUTH DAKOTA

Final Report, Well Records & Maintenance Instructions

Final Report
Midland Well No. 3
Midland, South Dakota

To: Town of Midland South Dakota

From: J. T. Banner & Associates, Inc.
Rapid City, South Dakota

Date: August 22, 1969

I. GENERAL

Bids were opened on April 1, 1969, and the following bids were received:

1.	Varner Well & Pump. Co.	$74,970.00
2.	Exeter Drilling Co.	$79.399.00
3.	Brinkerhoff Drilling Co.	$99,101.50

Financing was provided by an F.H.A. loan in the amount of $80,000.00 and the contract was signed with Varner on April 30, 1969, and a notice to proceed was issued on May 29, 1969.

The Contractor began his mobilization June 2, 1969, and his rig and equipment arrived in Midland on June 6, 1969. He spudded in on June 12, 1969, and completed the well with the exception of the filling of mud pits and restoring the area July 28, 1969.

The well flow through the 5½" casing was measured flowing free at 1,700 G.P.M. After installation of the 2 7/8" production tubing the well flows at 180 G.P.M. The closed-in pressure is 260 psi. and the water temperature is 152oF.

II. OPERATION AND MAINTENANCE

1. The well head master valve should be operated in a full open position. The well flow should be regulated by your gate valve.

2. The well should be regulated so the electric valve will shut off when the elevated tank is full which will allow the rocks to settle away from the well screen. If you are going to try and regulate it manually, the well should be shut down once a week for 2 to 3 hours to allow the rocks to settle.

3. Use extreme caution when closing down the well--closing the valve should be done slowly so as not to create excess shock.

4. The well head master valve should be operated periodically to assure it is in working condition--lubricate only if necessary to operate the valve.

5. The Production Packer is a Larkin Figure 9-S and is set in compression instead of tension. Should it become necessary to release the packer and pull the tubing--torque counterclockwise and pull up.

6. The pressure in the annulus should be kept between 50 to 100 psi. and any fast changes should be noted. (The annulus will lose its pressure through the valve packings and etc. very slowly and is not reason for alarm.) Should the pressure increase, you probably have a leak in the tubing. If the pressure drops faster than normal, this would indicate a leak in the 5½" casing.

III. ATTACHMENTS

1. As Constructed Drawing of the well.
2. Chronological Well Record.
3. Halliburton Lo-Torc Valve Parts Manual and Price List.
4. Larkin Production Packer Bulletin.
5. Acoustic Cement Bond Log and Caliper Survey logged by Oil Well Perforators.
6. Gamma Log as logged by the U.S.G.S.
7. The South Dakota Geological Survey have been given the drill samples. After they complete running them, we will forward the geological log of the formations encountered.

Respectfully submitted.

J. T. BANNER & ASSOCIATES, INC.

Ted Pfisterer, P.E., S.D. Reg. No. 1512

PF/lol

CHRONOLOGICAL WELL RECORD
WATER WELL #3
Midland, South Dakota

Engineer: J. T. Banner & Associates, Inc. Rapid City, South Dakota
Contractor: Varner Well & Pump Company, Dubuque, Iowa
K.B. Elevation: 1,897.63
G.L. Elevation: 1,891.63

6-12-69

Began drilling 12¼" surface hole at 5:50 P.M. drilling fluid-water.

6-13-69

Drilled 12¼" surface hole to 400 K.B. (400 K.B. - 6' K.B. = 394' G.L.) Total depth of surface hole reached at 7:30 P.M. Began running 8 5/8" surface casing at 12 A.M. Deviation surveys of 12¼" hole: ¼°@90', ¼°220', ¼°@300', ¼ to ½°@380'.

6-14-69

Ran 8 5/8" surface casing. Tight spot in hole at 190' K.B. required that casing be circulated down. Found solid bottom at 400' K.B. Finished running 8 5/8" casing at 5:00 A.M. Following surface casing ran:

*1 - Larkin, 8 5/8" Texas Pattern Shoe, Fig. 101, "A" grade	1.07'
*1 - Jt., ARMCO, 8 5/8" 24#/ft. K-55, ST&C, "A" grade	32.35'
*1 - Larkin, 8 5/8" Baffle Collar, Fig. 502, "A" grade	1.34'
11 - Jts., ARMCO, 8 5/8" 24#/ft., K-55, ST&C,"A" grade	353.04'
**1 - Jt., ARMCO, 8 5/8" 24#/ft., K-55, ST&C, "A" grade	32.82'
Total	420.62'

Larkin 8 5/8" x 12¼", Fig. 904, centralizers installed in surface casing string at following setting depths:

392', 357', 295', 230', 165', 101', 17' K.B.

Surface casing set at 397' K.B. or 391' G.L. 8 5/8" collar 2.7' below ground level. (420.62 - 32.82' landing joint + 2.7' = 390.50' G.L.)

*Shoe, baffle collar, shoe, jt. & 2nd jt. from bottom welded together.
**Jt. used to land casing with. Not installed in string.

Broke circulation and cemented with Halliburton Company as follows:

7 Bbls. water ahead of 270 sacks 60-40 poz mix with 3% Ca. Cl. Displaced

Annulus = 164 ft³ = 29 Bbls

60-40 Poz = 1.25 ft³/sk
337.5 ft³ slurry = 60 Bbls

CAPACITY OF CSG = 25.2 Bbl

cement with 24.5 Bbls. water. Used top wood wiper plug. Bumped plug with 700 psi. Left 400 psi. on casing for 8 hours. Good cement returns to surface. Circulated approximately 10 Bbls. of cement to pit. Job finished 4 A.M., 6-14-69.

Following written orders left with Contractor:

"Well shall be shut-in with 400 psi, on casing for minimum of 8 hours from time cement is displaced and job completed (Job finished 4 A.M. 6-14-69; therefore, shut-in time ends 12 P.M., 6-14-69). At end of 8-hour period, pressure can be released and nippling-up operations may start. Casing shall not be disturbed during 8-hour period." (Item #5, Spec. Ref. No. 1-05E Unit Price equals 8 hours rig stand-by (Surface cement curing).

Released pressure on casing at 12 P.M., 6-14-69. Began nippling-up. B.O.P. would not fit under rig sub-structure. Shut down waiting on replacement B.O.P.

6-15-69

Waiting on B.O.P.

6-16-69

Nippling-up B.O.P. Tested B.O.P. to 650 psi. Started drilling out 8 5/8" casing at 7:30 P.M.

6-17-69

Drilling at 1,150' K.B. at 8 A.M. drilling shale. Drilling fluid-water. Deviation ¼°@ 1,000'.

6-18-69

Drilling shale at 1,575' K.B. (8 A.M.) Mudded up at 1,503'. Mud weight 9.1#/gal. Viscosity 45. Deviation ½°@ 1,503' K.B.

Picked top of Dakota at 1,675' K.B. as per drilling time. Drilling samples at 1,675' K.B. sand and iron pyrite.

6-19-69

Drilling at 1,690' (8:30 A.M.). Drilling sand and iron pyrite. (Sand and iron pyrite 1,675 to 1,704'). Porous Dakota sandstone as per drilling time and samples 1,705'. Mud weight 9.5#/gal. Viscosity 38.

Contractor informed that it is estimated that 10.3 to 10.5#/gal. mud will be required to prevent Sundance zone at estimated depth of 2,155 K.B. from flowing water. Large quantities of black shale found in drilling samples indicates caving of hole above Dakota and; therefore, hole enlargement. Recommended that a caliper log of the hole be ran at setting depth of 5½" casing.

BHP $.052(10.3)(2155) = 1154$ psi

SIP $= 1154 - .433(2155)$

SIP $= 221$ psi, w H_2O

6-20-69

Making trip for new bit. TD 1,819' K.B. (8 A.M.).
Drilling shale and sandstone.
Mud weight 9.7#/gal. Viscosity 40.

6-21-69

Drilling sand and shale at 2,040' K.B. (8 A.M.)
Mud weight 9.8#/gal.
Viscosity 36
Deviation ½°@ 2,025' K.B.

6-22-69

Drilling siltstone and shale at 2,148' K.B. (8 A.M.)
Mud weight 10.2 to 10.4#/gal.
Viscosity 42 to 43.
Top of Sundance at 2,234' as per drilling time.
Top of Red Beds (Spearfish) at 2,382' K.B. as per samples.

6-23-69

Drilling Red Beds at 2,392' K.B. (8 A.M.).
Mud weight 10.4#/gal.
Viscosity 45.

6-24-69

Drilling Red Beds, Limestone and Gypsum at 2,513' (8 A.M.).
Mud weight 10.2#/gal.
Viscosity 42.
Deviation ¼°@ 2,508' K.B.

6-25-69

Drilling shale and limestone at 2,561' K.B. (8 A.M.).
Had heavy rain storm.
Natural lay of land drains run-off water into pits. Diluted mud. Had small water flow. Killed same with no problem.
Mud weight 10.2#/gal.
Viscosity 44.

6-26-69

Drilling limestone and anhydrite at 2,670' K.B. (8 A.M.).
Mud weight 10.2#/gal.
Viscosity 44 to 80.

6-27-69

TD 2,692'@ (8 A.M.).
While tripping drill pipe for new bit stuck drillpipe at approximately 1,100'.
Could not work free.
Waiting on surface driver.
Mud weight 10.2#/gal.
Viscosity 45.

6-28-69

TD 2,762' at 8 A.M.
Worked drill pipe free with driver.
Found hole in bottom collar.
Conditioned hole and mud and began drilling A.M.

6-29-69

TD 2,765 at 8 A.M.
Drilling shale, lime and sandstone.
Mud weight 10.2#/gal.
Viscosity 50 to 48.

6-30-69

TD 2,858' at 8 A.M.
Drilling lime and shale.
Mud weight 10.2#/gal.
Viscosity 48.

7-1-69

TD 2,945' at 8 A.M.
Drilling lime, shale and sandstone.
Mud weight 10.1#/gal.
Viscosity 43.

7-2-69

Drilling at 3,132' at 8 A.M.
Drilling limestone and shale.
Estimated top of Madison limestone 3,157' K.B. as per samples. Deviation ½° at 3,000' K.B.
Drilling white and pink limestone.
TD at 11:00 A.M. 3,170' K.B.
Preparing to run caliper survey.

7-3-69

TD 3,170.
Ran Oil Well Perforators caliper log from TD 3,170 to surface. Started logging at 1:30 A.M. Finished at 3:00 A.M.
Avg. hole size 10" 3,170 to 1,700'.
Avg. hole size 9⅞" 1,700 to surface.
Calculated cement volume from caliper log.
Don Watt (Varner's representative) agreed that stage collar should be moved up hole above Fall River formation.
He told E. W. McIlnay and Ted Pfisterer to go ahead and order cement for Varner. (4:30 A.M.--He didn't want to get up to place call.) Ordered from Halliburton in Casper, Wyoming.

First Stage: 150 sacks of 50-50 poz mix with 0% gel 7 3/4 of 1% CFR-2, and 350 sacks of 50-50 poz mix with 2% gel and 12½#/sack gillsonite.

Second Stage: 435 sacks 50-50 poz mix with 2% gel & 12½#/sx. gillsonite. (Don Watt agreed to above cement order.) Started running casing at 2 P.M. Finished running casing at 7:30 P.M.

Ran following casing string:

*1 -	Larkin Fig. 502 Float Shoe	1.45
*1 -	Jt. 5½", ARMCO, 14#/ft., K-55, "A" ST&C	32.15
*1 -	Larkin Fig. 401 Float Collar	1.33
44 -	Jts. 5½", ARMCO, 14#/ft., K-55, "A" ST&C	1,441.35 1695.03
1 -	Larkin Fig. 751 Stage Collar	2.63 1692.4
51 -	Jts. 5½", ARMCO, 14#/ft., n-55, "A" ST&C	1,677.97
**1 -	Jt. 5½", ARMCO, 14#/ft., n-55, "A", ST&C	33.10
	Total	3,189.98'

Tagged solid bottom at 3,169.98' K.B. Circulated hole 30 minutes. Rotated casing while circulating.

Casing above K.B.	-26.00'
Casing Landing Point.	3,163.98' K.B.

Plugback depth 3,129' K.B.
Stage collar at 1,685' K.B.

Larkin rotating scratchers Fig. 803 placed 31,162' to 3,072' K.B.
Larkin centralizers, Fig. 905, placed as follows:

31,159' K.B., 3,125' K.B. and thereafter on collar of every second jt. For a total of 48 centralizers.

*Welded together.
**Used as land jt. Not left in string.

Cemented first stage as follows:

Started mixing at 9:15 P.M.
Pumped 4 Bbls., water, 250 gal. mud flush and 3 Bbls. water.
Mixed and pumped 350 sacks 50-50 poz mix with 2% gel and 12½#/sack gillsonite.
Slurry weight 13.2#/gal. to 13.3#/gal.

Followed with 150 sacks of 50-50 poz mix, 0% gel and 3/4 of 1% CFR-2. 15.3#/gal. slurry density. Finished mixing at 10:15 P.M.

Halliburton had difficulty mixing both gillsonite cement and Hi-dense. Were shut down twice working on hopper. As they were finsihing mixing, pumps air locked and were shut down regaining prime on pumps. There were indications at this point that plugging off was taking place. Had pump pressure of 900 psi+ when pumps air locked. Rotated casing after 240 sacks of cement had been mixed and pumped and until 350 sacks had been displaced. Approximately 6 to 7 minutes rotating. Started rubber plug.

Attempted to displace cement. Unable to move cement, had plugged off in casing or annulus. Maximum pressure 3,500 psi. Cut 5½" casing approximately 3' above floor and found rubber plug on top of a slug of gillsonite. Preparing to run 2 7/8" drillpipe. Finished pumping cement (plugged-off) at 10:15 P.M.

7-4-69

Began running 2 7/8" drillpipe at 12:15 A.M.
Ran 27 jts. of 2 7/8" and reversed out cement.
Had to reverse each joint down.
At approximatley 1,100' hit large quantities of gillsonite.
Reversed cement from casing to 1,692' (6:30 A.M.). Approximately 7' into stage collar. Displaced water with mud. Dropped stage collar plug and attempted to open stage collar. Could not open stage collar. Varner elected to start drilling out cement Sunday (7-6-69) night. Varner (Don Watt -representative) informed Halliburton to dump remaining 435 sacks of cement and gillsonite they had on bulk trucks. Both crews had worked excessive hours and Don Watt said they were shutting down until Sunday nite 6-6-69.

7-6-69

Began drilling out stage collar and cement at 11:30 P.M.

7-7-69

Drilling out cement.

7-8-69

Drilled cement out to 3,160' K.B. Mudded up and waiting on casing scraper.

7-9-69

Ran casing scraper surface to 3,160' K.B Ran oil well perforator's cement bond log from top of cement at 2,428' to 3,156' (TD@ 3,160'). Contaminated cement 2,428' to 2,518' K.B Good cement bonding 2,518 to 3,156' K.B. (Could not log below 3,156'). Perforated 4 holes per foot with Oil Well Perforators at 2,424' K.B. Broke circulation and circulated mud. Set Baker cement retainer at 2,341' K.B. Well started to flow from annulus. Attempted to shut BOP on 5½" casing but it would not hold. Ran tubing. Water flow from annulus. Mixing mud to kill flow.

7-10-69

Mixed mud (10.2#/gal.) and killed well, Well killed at 8 A.M. Halliburton mixed and pumped 1,000 gal. mud flush. Good circulation. Started mxiing cement at 9:30 A.M. Mixed and pumped 510 sacks of 65-35 poz mix with 6% gel and 18% salt. Slurry weight 12.9#/gal. Mixed and pumped 50 sacks of Class "G" cement with 1% CFR-2. Slurry weight 16.1 to 16.4#/gal. Displaced with 11 Bbls. of mud. Had good circulation up to last 50 sacks of slurry. Lost circulation with only 2 to 5% returns. Mud flush was returning to surface but no cement returns. Cement appeared to be close to surface. Pulled tubing from cement retainer. Float held o.k. Job finished 10:15 A.M. Contractor insturcted to waiting on cement at least 48 hours. Pulled 2 7/8" drill pipe and shut well in for W.O.C.

7-11-69

Waiting on cement.

7-12-69

Waiting on cement.

7-13-69

Started drilling out cement at 11:30 P.M.

7-14-69

Drilled out cement retainer. Pulled drill pipe and ran 4 3/4" bit with casing scraper above it. Drilled out cement and scraped casing to 3,165' K.B. Ran Oil Well Perforator's cement bond log without pressure on casing. Bonding did not look good. Ran bond log with 800 psi. on casing. Plug back depth as per wire line measurements 3,164' K.B. Top of cement at 169' K.B. Excellent cement bond 172' to 397' K.B. No bonding but cement from 397' to 509' K.B. Excellent to fair bonding 509' to 791' K.B. Excellent to good bonding 791' to 244' K.B. Poor bonding and cement 2,445' to 2,496' K.B. Excellent bonding 2,496' to 3,162' K.B. All corrosive areas and critical zones isolated by good cement and bonding. Job finished 12:15 A.M. (7-15-69).

7-15-69

Started logging with USGS Gamma Ray log at 12:15 A.M. Finished at 3:15 A.M. Logged surface to 3,164' K.B. Pressure tested casing 3:30 A.M. to 7 A.M. with 800 psi. Bleed from 800 psi. to 715 psi. in 3½ hours. Small pinhole leak in surface connection.

Ran 3/4" line pipe in annulus to 156' K.B. (Solid bottom below this). Washed out mud and stringers of cement. Cemented with 35 sacks regular cement, Type 2, with 3% Ca. Cl. from 156' to surface. Good cement returns to surface. Job finished at 7:30 P.M. Contractor told they could drill out when ready. No cement waiting time required. Discussed with Midland Town Board Cement bond log and cement job in general. E. W. McIlnay and Ted Pfisterer advised they accept cement job. They agreed.

7-16-69

Began drilling out float shoe at 4:30 A.M. Hit small water flow at 3,250' K.B. (Approximately 90 to 105 gals./min.). Had iron ladden limestone and shale zone at 3,200' to 3,215' K.B. Drilling fluid-water.

7-17-69

Main waterflow at 3,268' (2 A.M.). Measured flow, with bit in hole, over weir at 428 gals./min. Drilled to 3,311' K.B (Final TD&M per steel line measurement of drillpipe, collars, etc.). Pulled drillpipe and bit. Measured flow through 5½" casing over weir at 1,189 gals./min. Water temperature 152°F. Cleaning up well by allowing to flow to pits.

7-18-69

Flowing to pits. Waiting on contractor to get organized to run 2 7/8" tubing.

7-19-69

Varner failed to keep water flowing from well drained from well site and the well site was flooded. Three hours spent draining water from well site. Started attempting to run 2 7/8" tubing. Bent screen picking up from rack. Necessary to reinforce screen by welding 3 metal strips of angle iron from top of screen to approximately 5' below top. Attempted to run packer, screen & tubing, but flow from casing was too great. Calculated flow from 5½" casing at 1,700 GPM. Tried to shut BOP which malfunctioned and would not close. Varner spent remainder of day attempting to shut in well with no success.

It was suggested that Varner set a bridge plug below BOP, utilizing a wireline and lubricator, repair BOP and with a stripper head and lubricator run tubing, packer, etc. Varner elected to kill well with mud and then run tubing. Contractor was told by E. W. McIlnay and Ted Pfisterer that it was an end product job and the decision was theirs, but that waterflow comparable to before killing with mud had to be regained after tubing was installed and mud reversed from hole. Contractor was told to call both E. W. McIlnay and Ted Pfisterer prior to running any permanent equipment in hole.

7-20-69

Rigging up hydril BOP and mixing mud. With hydril BOP on well have flow shut-in.

7-21-69

Mixing mud and preparing to kill well.

7-22-69

27309AL.

Mixed 11#/gal. to 11.6#/gal. mud. Pumped approximately 65 Bbls. of mud into 5½" casing, well killed at 2 P.M. Nippling-up to run 2 7/8" tubing.

7-23-69

Began running screen, packer and 2 7/8" tubing at 7 A.M. on bottom with same at 12:00 P.M. Ran following production string:

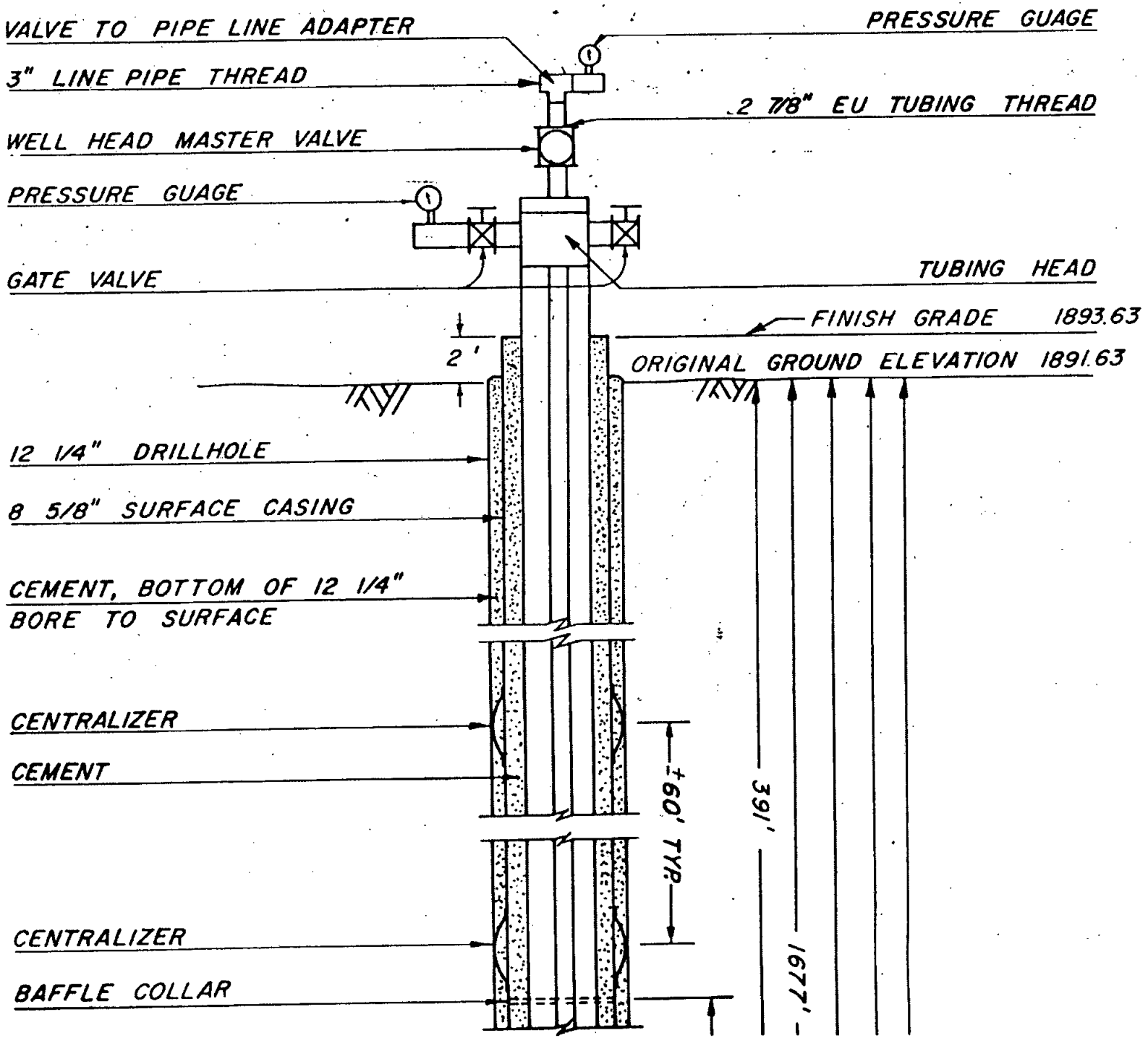
1 - Stainless steel (type 316) Johnston screen (2 3/8 eue)	21.66'
1 - 2 3/8" eue x 2 7/8" eue swage--internally expoxy coated	0.35
1 - Larkin, Fig. 9-S, Packer-expoxy coated (In compression position)	3.31
*1 - ARMCO - 2 7/8" eue tubing sub., 6.4#/ft., "A" grade	10.20
*99 - Jts. ARMCO, 2 7/8" eue tubing, 6.4#/ft., "A" grade	3,131.96
*1 - ARMCO - 2 7/8" eue tubing sub., 6.4#/ft., "A" grade	10.16
*1 - ARMCO - 2 7/8" eue tubing sub., 6.4#/ft., "A" grade	10.20
*Expoxy coated as per specs. Total	3,137.58

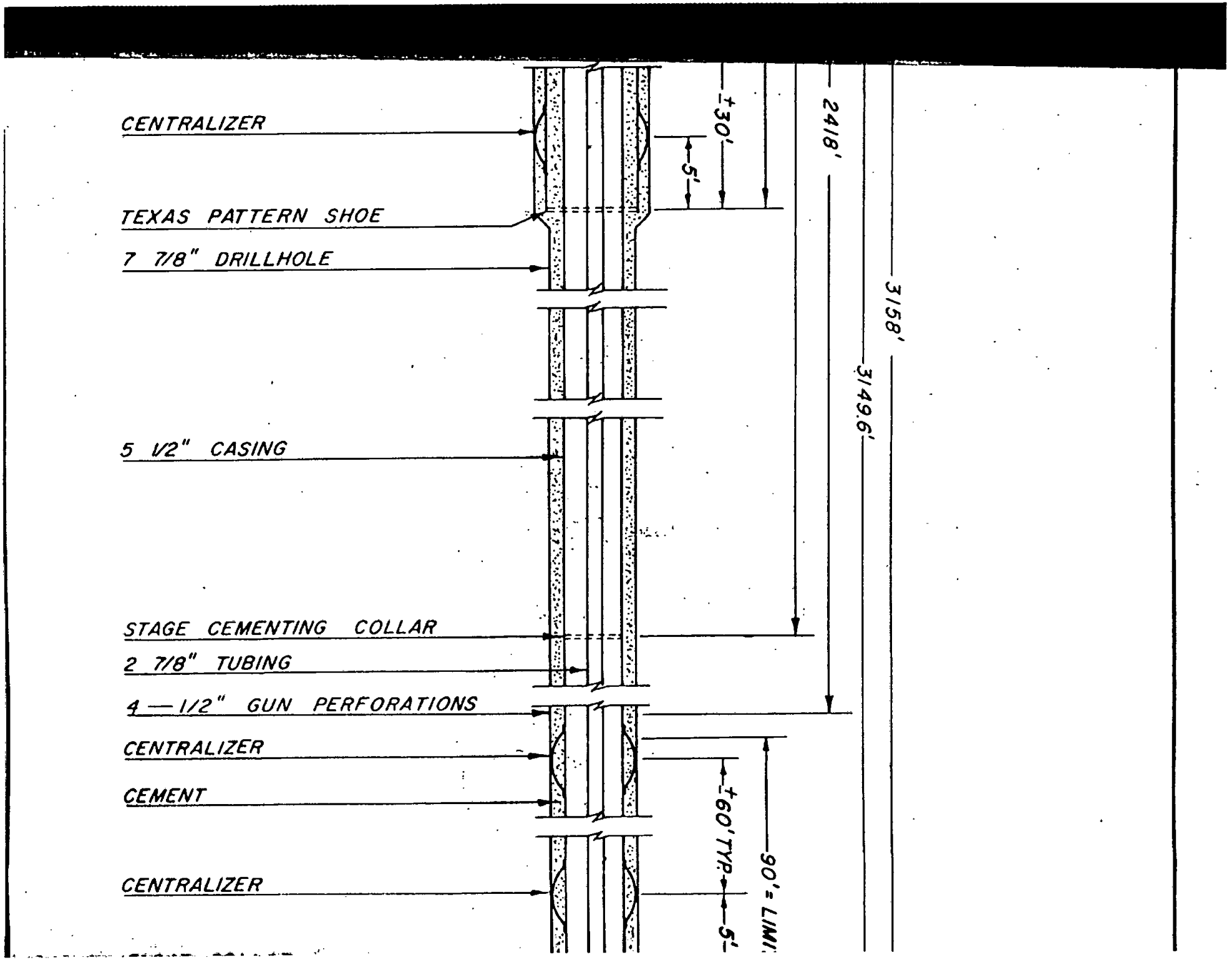
Reversed mud from annulus with water. Allowed to flow through tubing and clean-up for 5 hours. Waiting on Varner to rig-up for reversing and setting on packer.

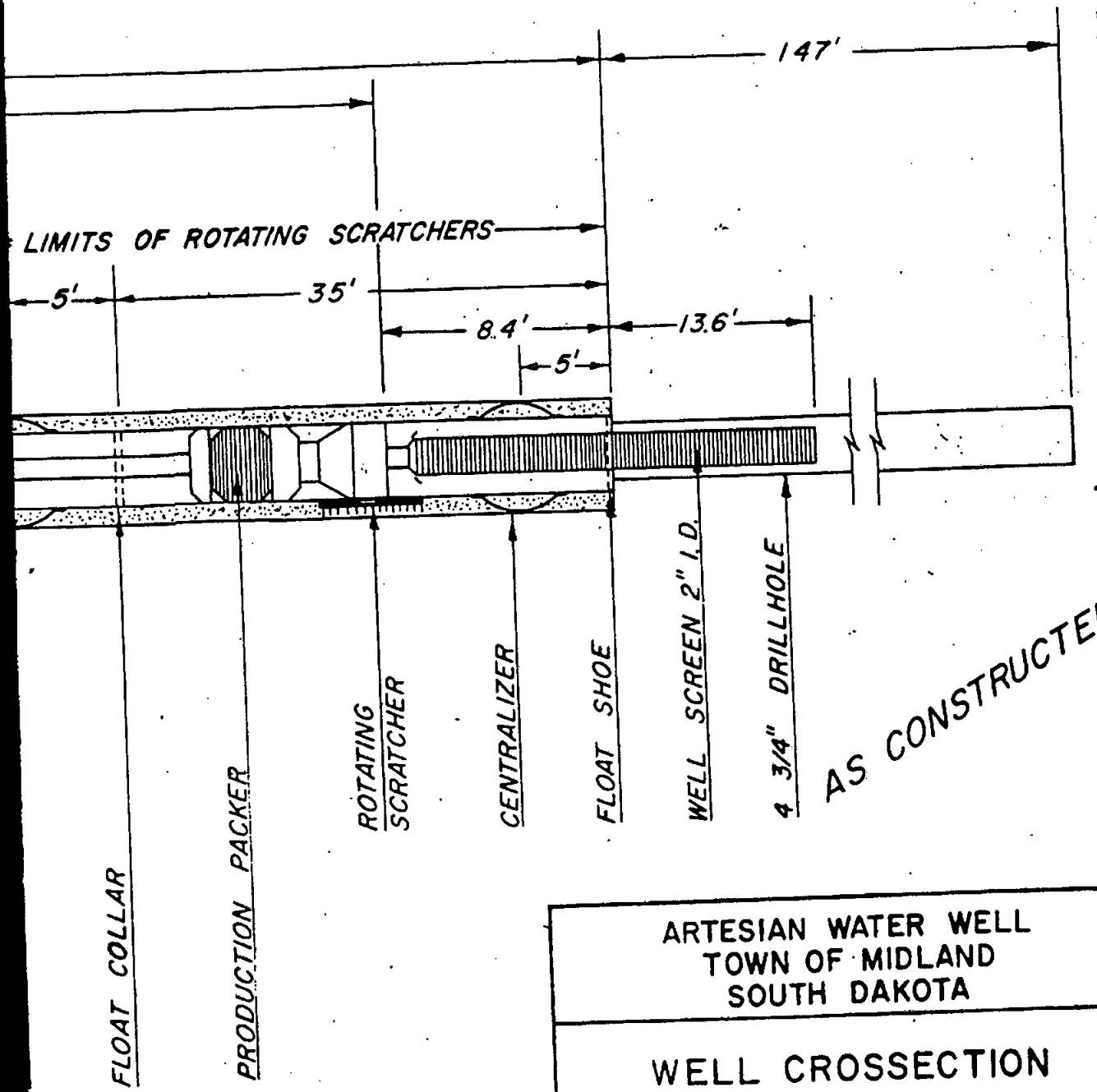
7-24-69

Rigged up and reversed annulus with approximately 75 Bbls., of fresh water (From Pierre, South Dakota municipal water system). Additive to the water was ½#/1,000 gal. Sodium TripolyPhosphate and dye. When dye was detected flowing from tubing set packer with 12,000# on it. Allowed well to flow to pit from 1 A.M. to 8 A.M. set tubing head slips, rigged up well head and measured flow with 2" orifice at 180 GPM with a flow pressure 10 psi.

Temperature 152°F.
Shut-in pressure 260 psi.
Pressure tested annulus to 400 psi.


VALVE TO PIPE LINE ADAPTER
3" LINE PIPE THREAD
WELL HEAD MASTER VALVE
PRESSURE GUAGE
GATE VALVE
PRESSURE GUAGE
2 7/8" EU TUBING THREAD
TUBING HEAD
FINISH GRADE 1893.63
ORIGINAL GROUND ELEVATION 1891.63
2'
12 1/4" DRILLHOLE
8 5/8" SURFACE CASING
CEMENT, BOTTOM OF 12 1/4" BORE TO SURFACE
CENTRALIZER
CEMENT
±60' TYP.
CENTRALIZER
BAFFLE COLLAR
391'
1677'


CENTRALIZER
TEXAS PATTERN SHOE
7 7/8" DRILLHOLE
5 1/2" CASING
STAGE CEMENTING COLLAR
2 7/8" TUBING
4 — 1/2" GUN PERFORATIONS
CENTRALIZER
CEMENT
CENTRALIZER
±30'
5'
2418'
3149.6'
3158'
±60' TYP.
5'
90' = LIMI



ARTESIAN WATER WELL
TOWN OF MIDLAND
SOUTH DAKOTA

WELL CROSSECTION

J.T. BANNER & ASSOCIATES, INC.
RAPID CITY, SOUTH DAKOTA

NOVEMBER 1968

HALLIBURTON
SERVICES

August 21, 1969
Casper, Wyoming

Mr. Ted Pfisterer
J. T. Banner & Associates Inc.
2040 W. Main
Rapid City, South Dakota

Dear Ted:

Enclosed find our Lo-Torc Plug Valve catalogs. I have marked on page 5 the type of valve you are using on the water well in Midland, it is a teflon lined valve and requires no lubrication. The valve also has a special process of nickel plating in the core.

Ted it was a pleasure being with you in Midland and if I can ever be of service to you please call.

Sincerely,

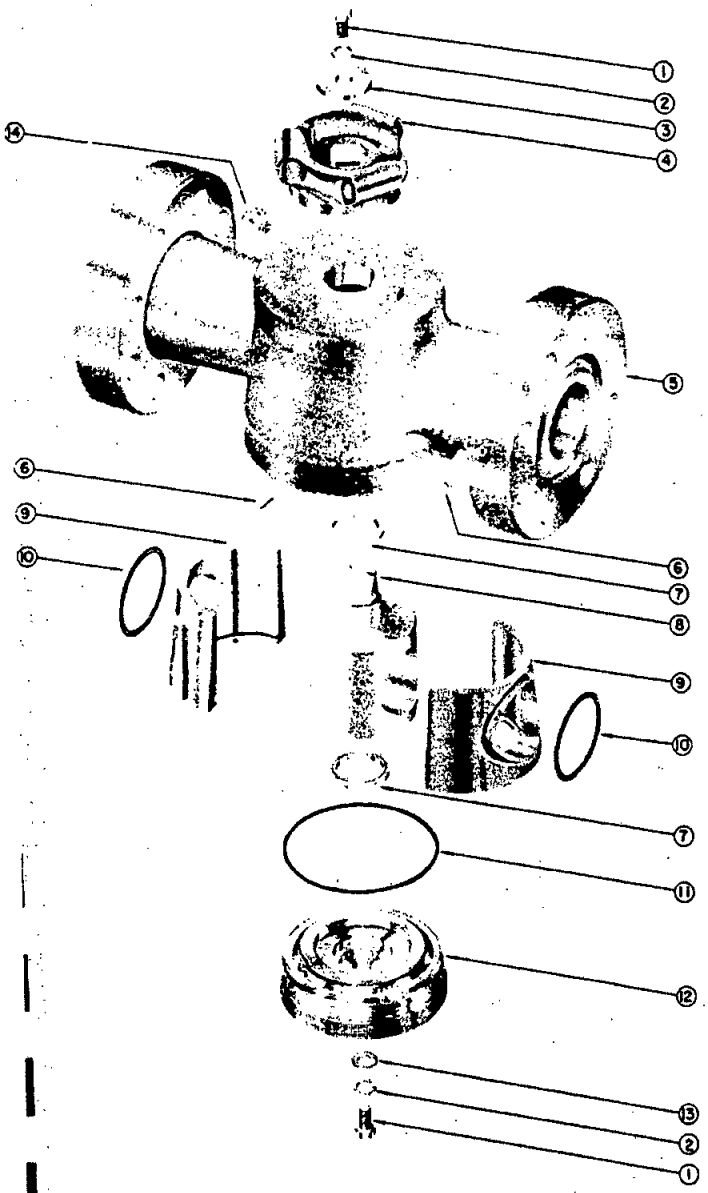
G. E. Lansford.
District Superintendent

Halliburton COMPANY
DUNCAN, OKLAHOMA

Halliburton

Lo-Torc Plug Valve

THE OPERATION AND CARE OF HALLIBURTON PLUG VALVES



ASSEMBLY:

1. INSTALL SEALS INSIDE BODY AND ADJUSTING NUT. INSERT RETAINING PINS IN BODY AND PLACE "O" RING ON ADJUSTING NUT AND "O" RINGS ON OUTSIDE OF INSERTS.
2. COAT PLUG, INSERTS, AND ADJUSTING NUT AND FILL VOID SPACES INSIDE BODY WITH RECOMMENDED PLUG VALVE LUBRICANT.
3. PUT LOWER STEM OF PLUG THROUGH ADJUSTING NUT AND PUSH DOWN TO SHOULDER. SCREW CAPSCREW INTO LOWER STEM OF PLUG USING FLAT WASHER AND LOCK-WASHER AND TIGHTEN CAPSCREW. PLACE INSERTS ON ADJUSTING NUT AND PLUG, ALIGNING FLUID HOLES IN INSERTS WITH HOLE THROUGH PLUG.
4. PLACE PLUG, INSERTS AND ADJUSTING NUT INTO BODY WITH RETAINING PINS IN BODY PROTRUDING INTO SLOTS IN INSERTS. THEN SCREW ADJUSTING NUT INTO BODY.
5. ROTATE PLUG TO DISTRIBUTE EXCESS LUBRICANT THROUGH FLUID PASSAGE OF BODY.
6. PLACE HANDLE ADAPTER ON PLUG WITH ADAPTER FLOW INDICATORS IN LINE WITH SLOT ON OPERATING END OF PLUG.
7. FASTEN ADAPTER TO PLUG WITH CAPSCREW AND WASHERS.

ADJUSTING AND OPERATING AT ZERO PRESSURE:

THE OPERATING TORQUE (TORQUE REQUIRED TO OPEN AND CLOSE VALVE) AT ZERO LINE PRESSURE CAN BE INCREASED BY TIGHTENING OR DECREASED BY LOOSENING THE ADJUSTING NUT AND SHOULD BE MAINTAINED AT 40-60 FT.-LBS. ON 2" VALVES, 60-70 FT.-LBS. ON 3" VALVES, AND 70-80 FT.-LBS. ON 4" VALVES. THIS IS THE OPTIMUM AMOUNT TO PREVENT LEAKAGE AND ASSURE EASY OPERATION. VIEWED FROM OPERATING END, A CLOCKWISE ROTATION CLOSES VALVE. FLOW INDICATORS OR RIBS ON ADAPTER INDICATE DIRECTION OF FLUID HOLE THROUGH PLUG.

MAINTENANCE:

THE FREQUENCY OF REQUIRED LUBRICATION AND REPAIRS WILL VARY FROM ONE VALVE TO ANOTHER AND WILL DEPEND ON EXACT USAGE. PERIODIC AND FREQUENT INSPECTION OF EACH VALVE INITIALLY WILL PROVIDE A BASIS FOR PREDICTING THE LIFE OR USEFULNESS OF THE PLUG AND INSERTS. REPLACING THESE PARTS WHEN THEY ARE ERODED OR WORN WILL PREVENT ANY EROSION ON THE BODY.

THE PLUG AND INSERTS CAN BE REMOVED FOR INSPECTION BY REVERSING THE ASSEMBLY PROCEDURE GIVEN ABOVE. THE FACT THAT A VALVE HAS NEVER LEAKED DOES NOT NECESSARILY MEAN THAT THE INSERTS DO NOT NEED CHANGING. THEY MAY WASH OUT AND ERODE THE BODY TO SOME EXTENT BEFORE LEAKAGE IS NOTED.

PARTS LIST

1. CAPSCREW
2. LOCKWASHER
3. WASHER
4. ADAPTER HANDLE
5. BODY
6. RETAINING PIN
7. SEAL
8. PLUG
9. INSERT (SET)
*10. "O" RING
11. "O" RING
12. ADJUSTING NUT
13. WASHER
14. GREASE FITTING

*NOT REQUIRED ON 2" GAS VALVE.

Reed Drilling Tools Division
LARKIN PRODUCTS
P. O. BOX 636 PHONE 214/937-3643
MARSHALL, TEXAS 75671

August 25, 1969

Mr. Ted Pfisterer
J. T. Banner and Associates
PO Box 1072
Rapid City, South Dakota

Enclosed are 3 brochures on our Fig. 9-S packer as requested for you by Don Daugherity. This is a tension packer with instructions for setting in the brochure. It can however, be set in compression and the setting instructions are:

1. Make up packer onto tubing string and lower to one foot below setting depth.

2. Raise packer to the proper setting depth to properly align jay screw for setting.

3. To set- torque the tubing string to the right 1/2 to 3/4 turns and lower the tubing string (while holding the torque) until the packer sets.

Pulling instructions:

1. Pick up on the tubing string, which automatically relatches the slips, and pull the tubing and packer from the well bore.

Also shown in the brochure is our Fig. 7 packer which is a compression or set-down type. This packer can also be run in tension by following the instructions for a Fig. 9 tension packer.

Many thanks and should you have any questions, please get in touch with either Don or me.

W. F. Nelson/na
Manager of Engineering

cc: Mr. D. Daugherity



Fig. 9-S

LARKIN SIMPAK PRODUCTION AND SAFETY RELEASE TENSION PACKERS

STURDY — ECONOMICAL

Adaptable to a Wide Range of Service

Adhering to proven design, Larkin has produced this improved, simplified line of packers which has been thoroughly tested and well accepted in the field. Manufacturing costs have been reduced and substantial savings have been passed on to the consumer.

Larkin Simpak production and tension packers are not only low in initial cost but also are very economical to service. Replacement parts are inexpensive and can be installed in the field with simple tools which are normally on hand. An Allen wrench and a screwdriver are all that are necessary to replace the drag springs, slip reins and slips. Only chain tongs or comparable tools are required to replace the packing elements.

Repair parts are readily available at your supply store or at a nearby Larkin warehouse. Field repair service at nominal cost is available in many areas.

In both types of Packers the modified "J" slot allows setting of the packers with a minimum of rotation. No rotation at all is necessary to pull the packers or reset them at running-in position.

Larkin Simpak Safety Release Tension Packer

This is an all-purpose packer for use when setting by tension is desirable. It is especially recommended for flooding, fracturing or acidizing operations.

In addition to the automatic relatch, Fig. 9-S has a unique Safety Release feature which can be employed if packer cannot be retrieved in the normal manner.

Larkin Simpak Production Packer

This packer is of familiar design but has been ruggedly improved for simplified, efficient and economical service.

The special curve of the "J" slot automatically guides the slips assembly back to running-in position when the packer is raised. No rotation of the tubing is necessary.

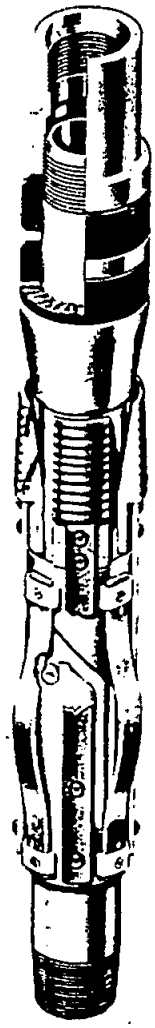


Fig. 7

Larkin Simpak Safety Release Tension Packer Fig. 9-S Larkin Simpak Production Packer Fig. 7

O.D. Top Connection Reg. or EUE	O.D. Casing To Pack	Body Pipe		Actual O.D. (Packing Element)
		O.D.	I.D.	
1.315	2⅞	1.500	.875	2-3/16
1.660	3½	1.812	1.338	2¾
1.900	4	2.094	1.610	3-3/16
2⅜	4½ Ex-Heavy	2.375	1.939	3-9/16
2⅜—2⅞*	4½—4¾	2.593	1.939	3-11/16
2⅜—2⅞*	5	2.593	1.939	4
2¾—2⅞	5¼—5½—5¾	3.125	2.437	4½
2⅜—4	6⅝	4.250	3.500	5⅜
2¾—4½	7	4.500	3.826	5⅞

*Not full opening for 2⅞ O.D.

Midland

Well No. 2
Started April 22, 1960, E.A. Robb Well Servicing of Casper

Ran surface casing without engineer, probably did not run 400 feet as spec'd.
Contractor fired driller and agreed to set 400 feet of 8 5/8-inch surface casing
Decided to cement surface casing with the long string. 2 stage the LS
Inyan Kara started flowing during drilling
Decided to NOT kill the flow prior to cementing (400-500 gpm)
Cement job failed to kill flow.
Bond log and perfed
Strong flow through casing after perf
Cement head attached to 5½, flow at 5½ - 8 5/8 annulus and 8 5/8-10 ¾ annulus
Tried and failed to kill well
Pumped 250 sacks of cement through perfs, squeezed with 2500 psi
Flow at well head stopped, 1 gpm from 8 5/8-10 ¾ annulus
Perf and squeeze from below 8 5/8
tried to top out 5 1/2- 8 5/8 annulus through ½ inch pipe- channeled
tried cementing 8 5/8 inch casing through welded 5 1/2- 8 5/8 annulus – didn't work
topped out 5 1/2- 8 5/8 annulus through ½ inch pipe
5 ½ flowed 10-15 gpm through leaking perf at 1830
125 sack squeeze job of perfs at 1830

Notes on file indicate leaks by 1963

1968 Well Repair
Started September 12, 1968
parted casing @ 221
cement plug placed in casing from 90-163
with plug in place, leaks discovered on hill side
Logging showed casing separations @ 221, 482, 940 and 2,790 and casing badly corroded throughout
bridge plug set @ 429 and cement placed from 102-429
cement drilled/milled out, no leaks
cement plug set from 47-235 to repair wellhead valve
milled out cement to 482, brought out 2 1/2 inches of casing threads
cement plug set with top at 482,
set cement plug, top at 404
drilled out cement, drilled shale (drilled out of pipe)
Aborted project September 28, 1968
Engineer report June 6, 1969, recommended additional work on well

Well No. 3 Specs dated November 1968

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Date: 8/24/2012

Submitter copy to:

WALL,CITY OF-0417
PO BOX 314
WALL, SD 57790-0314

01

Spec #: E12EC002170
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WALL/CITY WATER

Date Rcvd:	5/17/2012	Source Name	LAKOTA
Time Rcvd:	0717	Source Sampled:	WELL
Date Coll:	5/15/2012	Tap Location:	WELL 1
Time Coll:	1135	Telephone Numb*	2792563
Spec Type:	WATER	Treatment:	LIQUID CL2
Coll By:	JEFF CLARK	Type of Sample:	TREATED
Date Built:	1961	Well Depth:	3200
Entry Point:	Yes		

Final Results

Gross Alpha	<0.6 +/-1.9 pCi/L
radium-228	<0.8 +/-0.5 pCi/L

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 8/24/2012

WALL,CITY OF-0417
PO BOX 314
WALL, SD 57790-0314

02

Spec #: E12EC002172
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WALL/CITY WATER

Date Rcvd:	5/17/2012	Source Name	LAKOTA
Time Rcvd:	0714	Source Sampled:	WELL
Date Coll:	5/15/2012	Tap Location:	WELL 2
Time Coll:	0900	Telephone Numb*	2792563
Spec Type:	WATER	Treatment:	LIQUID CL2
Coll By:	JEFF CLARK	Type of Sample:	TREATED
Date Built:	1961	Well Depth:	3200
Entry Point:	Yes		

Final Results

Gross Alpha	<0.6 +/-1.8 pCi/L
radium-228	<0.8 +/-0.4 pCi/L

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Date: 8/24/2012

Submitter copy to:

WALL,CITY OF-0417
PO BOX 314
WALL, SD 57790-0314

04

Spec #: E12EC002171
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WALL/CITY WATER

Date Rcvd:	5/17/2012	Source Name	LAKOTA
Time Rcvd:	0715	Source Sampled:	WELL
Date Coll:	5/15/2012	Tap Location:	WELL 4
Time Coll:	1050	Telephone Numb*	2792563
Spec Type:	WATER	Treatment:	LIQUID CL2
Coll By:	JEFF CLARK	Type of Sample:	TREATED
Date Built:	1976	Well Depth:	3200
Entry Point:	Yes		

Final Results

Gross Alpha	<0.6 +/-1.8 pCi/L
radium-228	<0.8 +/-0.3 pCi/L

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
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www.state.sd.us/doh/lab/index.htm

Date: 9/5/2012

Submitter copy to:

WALL,CITY OF-0417
PO BOX 314
WALL, SD 57790-0314

06

Spec #: E12EC002174
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WALL/CITY WATER

Date Rcvd:	5/17/2012	Source Name	LAKOTA
Time Rcvd:	0711	Source Sampled:	WELL
Date Coll:	5/15/2012	Tap Location:	WELL 6
Time Coll:	1030	Telephone Numb*	2792563
Spec Type:	WATER	Treatment:	LIQUID CL2
Coll By:	JEFF CLARK	Type of Sample:	TREATED
Date Built:	1989	Well Depth:	3200
Entry Point:	Yes		

Final Results

Gross Alpha	<0.6 +/-2.5 pCi/L
radium-228	<0.8 +/-0.5 pCi/L

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

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Submitter copy to:

Date: 8/24/2012

WALL,CITY OF-0417
PO BOX 314
WALL, SD 57790-0314

17

Spec #: E12EC002173
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WALL/CITY WATER

64 pc.

Date Rcvd:	5/17/2012	Source Name	LAKOTA
Time Rcvd:	0715	Source Sampled:	WELL
Date Coll:	5/15/2012	Tap Location:	WELL 7
Time Coll:	1100	Telephone Numb*	2792563
Spec Type:	WATER	Treatment:	LIQUID CL2
Coll By:	JEFF CLARK	Type of Sample:	TREATED
Date Built:	2007	Well Depth:	3200
Entry Point:	Yes		

Final Results

Gross Alpha	4.2 +/-3.2 pCi/L
radium-228	<0.8 +/-0.4 pCi/L

MIDCONTINENT
TESTING LABORATORIES, INC

2381 South Plaza Drive P.O. Box 3388 Rapid City, SD 57709
(605) 348-0111 -- www.thechemistrylab.com

Sample Site: Well 1 Wall
Sampled: 05/15/12 at 12:45 PM
by J. Holan
Purpose: Survey
EPA Number: 0417
Wall
Sample Matrix: Water

JUDENE HOLAN
DENR DRINKING WATER PROGRAM
523 E. CAPITOL AVE.
PIERRE, SD 57501

01 RT

Lab ID#: 20120515944
Received: 05/15/12 at 04:40 PM
by Kate Shreves
Account: 8591
DENR - Drinking Water Program

Parameter	Result	Units	DF	MDL	PQL	Method	Analyst/Date
Physical Properties							
Electrical Conductivity	1090	µmhos/cm	1			SM 2510B	JAM 05/16/12
Hardness	8.70	mg/L	1			SM 2340 B	SCR 05/18/12
pH	8.54	SU	1			SM 4500-H+ B	JAM 05/16/12
Total Dissolved Solids	628	mg/L	100ml	17.1	50.0	SM 2540 C	TMN 05/16/12
Non-Metallics							
Alkalinity	286	mg/L	1	0.434	10.0	SM 2320 B	JAM 05/16/12
Bicarbonate	334	mg/L	1	0.530	10.0	SM 2320 B	JAM 05/16/12
Carbonate	7.22	mg/L	1	0.217	5.00	SM 2320 B	JAM 05/16/12
Chloride (Cl-)	14.7	mg/L	4	0.869	2.00	SM 4500-Cl E	BLL 05/16/12
Fluoride	2.01	mg/L	1	0.004	0.050	SM 4500 F-C	PAT 05/16/12
Langelier Scale Index	-0.081	LSI	1			Calculation	SCR 05/18/12
Nitrogen, Nitrate (NO3)	0.434	mg/L	10	0.057	0.500	SM 4500-NO3 F	BLL 05/16/12
Nitrogen, Nitrite (NO2)	< 0.050	mg/L	1	0.003	0.050	SM 4500-NO2 B	BLL 05/16/12
Sulfate (SO4)	213	mg/L	4	1.28	4.00	SM 4500-SO4 E	BLL 05/16/12
Metals - Dissolved							
Calcium (Ca)	2.66	mg/L	1	0.076	1.00	SM 3111 B	NDM 05/16/12
Magnesium (Mg)	< 0.500	mg/L	1	0.037	0.500	SM 3111 B	NDM 05/16/12
Potassium (K)	2.73	mg/L	1	0.084	0.500	SM 3111 B	NDM 05/16/12
Sodium (Na)	232	mg/L	11	1.68	5.50	SM 3111 B	NDM 05/16/12
Metals - Total							
Iron (Fe)	0.065	mg/L	10	0.003	0.050	EPA 200.8	SAC 05/16/12
Manganese (Mn)	< 0.010	mg/L	10	0.000031	0.010	EPA 200.8	SAC 05/16/12

Approved By: Steve Pistau

Approved On: 5/18/2012 10:07:28 AM

MIDCONTINENT
TESTING LABORATORIES, INC

2381 South Plaza Drive P.O. Box 3388 Rapid City, SD 57709
(605) 348-0111 -- www.thechemistrylab.com

Sample Site: Well 2 Wall
Sampled: 05/15/12 at 01:25 PM
by J. Holan
Purpose: Survey
EPA Number: 0417
Wall
Sample Matrix: Water

JUDENE HOLAN
DENR DRINKING WATER PROGRAM
523 E. CAPITOL AVE.
PIERRE, SD 57501

02 RT

Lab ID#: 20120515945
Received: 05/15/12 at 04:40 PM
by Kate Shreves
Account: 8591
DENR - Drinking Water Program

Parameter	Result	Units	DF	MDL	PQL	Method	Analyst	Date
Physical Properties								
Electrical Conductivity	1430	µmhos/cm	1			SM 2510B	JAM	05/16/12
Hardness	9.50	mg/L	1			SM 2340 B	SCR	05/18/12
pH	8.65	SU	1			SM 4500-H+ B	JAM	05/16/12
Total Dissolved Solids	843	mg/L	100ml	17.1	50.0	SM 2540 C	TMN	05/16/12
Non-Metallics								
Alkalinity	340	mg/L	1	0.434	10.0	SM 2320 B	JAM	05/16/12
Bicarbonate	385	mg/L	1	0.530	10.0	SM 2320 B	JAM	05/16/12
Carbonate	14.7	mg/L	1	0.217	5.00	SM 2320 B	JAM	05/16/12
Chloride (Cl-)	129	mg/L	20	4.35	10.0	SM 4500-Cl E	BLL	05/16/12
Fluoride	2.00	mg/L	1	0.004	0.050	SM 4500 F-C	PAT	05/16/12
Langelier Scale Index	0.146	LSI	1			Calculation	SCR	05/18/12
Nitrogen, Nitrate (NO3)	0.479	mg/L	10	0.057	0.500	SM 4500-NO3 F	BLL	05/16/12
Nitrogen, Nitrite (NO2)	< 0.050	mg/L	1	0.003	0.050	SM 4500-NO2 B	BLL	05/16/12
Sulfate (SO4)	222	mg/L	5	1.60	5.00	SM 4500-SO4 E	BLL	05/16/12
Metals - Dissolved								
Calcium (Ca)	2.93	mg/L	1	0.076	1.00	SM 3111 B	NDM	05/16/12
Magnesium (Mg)	0.530	mg/L	1	0.037	0.500	SM 3111 B	NDM	05/16/12
Potassium (K)	2.79	mg/L	1	0.084	0.500	SM 3111 B	NDM	05/16/12
Sodium (Na)	307	mg/L	12	1.84	6.00	SM 3111 B	NDM	05/16/12
Metals - Total								
Iron (Fe)	0.185	mg/L	10	0.003	0.050	EPA 200.8	SAC	05/16/12
Manganese (Mn)	0.015	mg/L	10	0.000031	0.010	EPA 200.8	SAC	05/16/12

Approved By: Steve Pistau

Approved On: 5/18/2012 10:07:28 AM

MIDCONTINENT
TESTING LABORATORIES, INC.

2381 South Plaza Drive P.O. Box 3388 Rapid City, SD 57709
(605) 348-0111 -- www.thechemistrylab.com

Sample Site: Well 4 Wall
Sampled: 05/15/12 at 01:10 PM
by J. Holan
Purpose: Survey
EPA Number: 0417
Wall
Sample Matrix: Water

JUDENE HOLAN
DENR DRINKING WATER PROGRAM
523 E. CAPITOL AVE.
PIERRE, SD 57501

04 RT

Lab ID#: 20120515946
Received: 05/15/12 at 04:40 PM
by Kate Shreves
Account: 8591
DENR - Drinking Water Program

Parameter	Result	Units	DF	MDL	PQL	Method	Analyst	Date
Physical Properties								
Electrical Conductivity	1260	µmhos/cm	1			SM 2510B	JAM	05/16/12
Hardness	10.3	mg/L	1			SM 2340 B	SCR	05/18/12
pH	8.66	SU	1			SM 4500-H+ B	JAM	05/16/12
Total Dissolved Solids	735	mg/L	100ml	17.1	50.0	SM 2540 C	TMN	05/16/12
Non-Metallics								
Alkalinity	318	mg/L	1	0.434	10.0	SM 2320 B	JAM	05/16/12
Bicarbonate	362	mg/L	1	0.530	10.0	SM 2320 B	JAM	05/16/12
Carbonate	12.8	mg/L	1	0.217	5.00	SM 2320 B	JAM	05/16/12
Chloride (Cl-)	56.8	mg/L	10	2.17	5.00	SM 4500-Cl E	BLL	05/16/12
Fluoride	2.11	mg/L	1	0.004	0.050	SM 4500 F-C	PAT	05/16/12
Langelier Scale Index	0.178	LSI	1			Calculation	SCR	05/18/12
Nitrogen, Nitrate (NO3)	0.382	mg/L	10	0.057	0.500	SM 4500-NO3 F	BLL	05/16/12
Nitrogen, Nitrite (NO2)	< 0.050	mg/L	1	0.003	0.050	SM 4500-NO2 B	BLL	05/16/12
Sulfate (SO4)	225	mg/L	4	1.28	4.00	SM 4500-SO4 E	BLL	05/16/12
Metals - Dissolved								
Calcium (Ca)	3.30	mg/L	1	0.076	1.00	SM 3111 B	NDM	05/16/12
Magnesium (Mg)	< 0.500	mg/L	1	0.037	0.500	SM 3111 B	NDM	05/16/12
Potassium (K)	2.81	mg/L	1	0.084	0.500	SM 3111 B	NDM	05/16/12
Sodium (Na)	270	mg/L	12	1.84	6.00	SM 3111 B	NDM	05/16/12
Metals - Total								
Iron (Fe)	0.346	mg/L	10	0.003	0.050	EPA 200.8	SAC	05/16/12
Manganese (Mn)	0.011	mg/L	10	0.000031	0.010	EPA 200.8	SAC	05/16/12

Approved By: Steve Distad

Approved On: 5/18/2012 10:07:28 AM

MIDCONTINENT
TESTING LABORATORIES INC

2381 South Plaza Drive P.O. Box 3388 Rapid City, SD 57709
(605) 348-0111 -- www.thechemistrylab.com

Sample Site: Well 6 Wall
Sampled: 05/15/12 at 01:00 PM
by J. Holan
Purpose: Survey
EPA Number: 0417
Wall
Sample Matrix: Water

JUDENE HOLAN
DENR DRINKING WATER PROGRAM
523 E. CAPITOL AVE.
PIERRE, SD 57501

Ok RT

Lab ID#: 20120515947
Received: 05/15/12 at 04:40 PM
by Kate Shreves
Account: 8591
DENR - Drinking Water Program

Parameter	Result	Units	DF	MDL	PQL	Method	Analyst/Date
Physical Properties							
Electrical Conductivity	1450	µmhos/cm	1			SM 2510B	JAM 05/16/12
Hardness	9.05	mg/L	1			SM 2340 B	SCR 05/18/12
pH	8.69	SU	1			SM 4500-H+ B	JAM 05/16/12
Total Dissolved Solids	874	mg/L	100ml	17.1	50.0	SM 2540 C	TMN 05/16/12
Non-Metallics							
Alkalinity	373	mg/L	1	0.434	10.0	SM 2320 B	JAM 05/16/12
Bicarbonate	422	mg/L	1	0.530	10.0	SM 2320 B	JAM 05/16/12
Carbonate	16.1	mg/L	1	0.217	5.00	SM 2320 B	JAM 05/16/12
Chloride (Cl-)	97.7	mg/L	10	2.17	5.00	SM 4500-Cl E	BLL 05/16/12
Fluoride	2.08	mg/L	1	0.004	0.050	SM 4500 F-C	PAT 05/16/12
Langelier Scale Index	0.206	LSI	1			Calculation	SCR 05/18/12
Nitrogen, Nitrate (NO3)	0.405	mg/L	10	0.057	0.500	SM 4500-NO3 F	BLL 05/16/12
Nitrogen, Nitrite (NO2)	< 0.050	mg/L	1	0.003	0.050	SM 4500-NO2 B	BLL 05/16/12
Sulfate (SO4)	234	mg/L	4	1.28	4.00	SM 4500-SO4 E	BLL 05/16/12
Metals - Dissolved							
Calcium (Ca)	2.80	mg/L	1	0.076	1.00	SM 3111 B	NDM 05/16/12
Magnesium (Mg)	0.500	mg/L	1	0.037	0.500	SM 3111 B	NDM 05/16/12
Potassium (K)	2.77	mg/L	1	0.084	0.500	SM 3111 B	NDM 05/16/12
Sodium (Na)	315	mg/L	12	1.84	6.00	SM 3111 B	NDM 05/16/12
Metals - Total							
Iron (Fe)	0.072	mg/L	10	0.003	0.050	EPA 200.8	SAC 05/16/12
Manganese (Mn)	< 0.010	mg/L	10	0.000031	0.010	EPA 200.8	SAC 05/16/12

Approved By: Steve Pistan

Approved On: 5/18/2012 10:07:28 AM

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 9/6/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005790
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS-CREIGHTON PROJECT

Date Rcvd: 8/23/2007
Time Rcvd: 1513
Date Coll: 8/23/2007
Time Coll: 1045
Spec Type: WATER
Coll By: FRIEDEMAN
Date Built: 2002
Source Name QUINN WELL

Source Sampled: QUINN WELL
Source: WELL
Tap Location: WELL
Treatment: CHLORINE
Type of Sample: TREATED
Well Depth: 3100
medium water

10 RT

Final Results

Nitrate	<0.1 mg/L	Limit: 10.0
Fluoride	4.17 mg/L	
Chloride	17 mg/L	
Iron, Total	0.04 mg/L	
Manganese	<0.02 mg/L	
Sulfate	353 mg/L	
SOLIDS, TOTAL DISS.	1089 mg/L	
Standard Method 2540C		
PH	8.50 pH UNITS	
EPA Method 150.1		
Alkalinity-M	511 mg/L	
Alkalinity-P	11 mg/L	
Bicarbonate	596 mg/L	
Carbonate	13 mg/L	
Conductivity	1680 umho/cm	
Calcium	2.5 mg/L	
SM3111B		
Magnesium	0.4 mg/L	
SM3111B		
Hardness (calc)	8 mg/L	
Langlier Index	-0.04	
Sodium	405 mg/L	

(continued)

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

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605/773-3368 FAX: 605/773-6129
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Submitter copy to:

Date: 9/6/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005790
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source	
WR/LJ RWS-CREIGHTON PROJECT	
Potassium	3.3 mg/L

Specimen Comments:
%error = 1.1/3.0

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

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Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
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Submitter copy to:

Date: 9/6/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005792
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS-CREIGHTON PROJECT

Date Rcvd: 8/23/2007
Time Rcvd: 1513
Date Coll: 8/23/2007
Time Coll: 1115
Coll By: FRIEDEMAN
Date Built: 1994
Source Name CREIGHTON #1

Source Sampled: WELL
Source: WELL
Tap Location: WELL
Type of Sample: RAW
Well Depth: 3420
medium water

01 RT

Final Results

Nitrate	<0.1 mg/L	Limit: 10.0
Fluoride	2.14 mg/L	
Chloride	15 mg/L	
Iron, Total	<0.03 mg/L	
Manganese	<0.02 mg/L	
Sulfate	406 mg/L	
SOLIDS, TOTAL DISS.	980 mg/L	
Standard Method 2540C		
PH	8.71 pH UNITS	
EPA Method 150.1		
Alkalinity-M	332 mg/L	
Alkalinity-P	13 mg/L	
Bicarbonate	373 mg/L	
Carbonate	16 mg/L	
Conductivity	1500 umho/cm	
Calcium	2.0 mg/L	
SM3111B		
Magnesium	<0.3 mg/L	
SM3111B		
Hardness (calc)	6 mg/L	
Langlier Index	-0.10	
Sodium	337 mg/L	
Potassium	2.8 mg/L	

(continued)

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

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Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
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Submitter copy to:

Date: 9/6/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005792
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS-CREIGHTON PROJECT

Specimen Comments:
%error = 2.6/3.1

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 9/17/2007

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FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005791
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS-CREIGHTON PROJECT

Date Rcvd: 8/23/2007
Time Rcvd: 1513
Date Coll: 8/23/2007
Time Coll: 1100
Coll By: FRIEDEMAN
Date Built: 2002
Source Name CREIGHTON #2

Source Sampled: WELL
Source: CREIGHTON #2
Tap Location: WELL
Treatment: NONE
Type of Sample: RAW
Well Depth: 3429
medium water

08 RT

Final Results

Nitrate	<0.1	mg/L	Limit: 10.0
Fluoride	2.18	mg/L	
Chloride	14	mg/L	
Iron, Total	<0.03	mg/L	
Manganese	<0.02	mg/L	
Sulfate	377	mg/L	
SOLIDS, TOTAL DISS.	936	mg/L	
Standard Method 2540C			
PH	8.55	pH UNITS	
EPA Method 150.1			
Alkalinity-M	345	mg/L	
Alkalinity-P	9	mg/L	
Bicarbonate	399	mg/L	
Carbonate	11	mg/L	
Conductivity	1430	umho/cm	
Calcium	2.5	mg/L	
SM3111B			
Magnesium	<0.3	mg/L	
SM3111B			
Hardness (calc)	7	mg/L	
Langlier Index	-0.14		
Sodium	327	mg/L	
Potassium	2.9	mg/L	

(continued)

South Dakota Department of Health

DIVISION OF ADMINISTRATION
Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 9/17/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005791
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source
WR/LJ RWS-CREIGHTON PROJECT

Specimen Comments:
%error = 2.8/3.1

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 9/6/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005793
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS-CREIGHTON PROJECT

Date Rcvd: 8/23/2007
Time Rcvd: 1513
Date Coll: 8/23/2007
Time Coll: 1200
Coll By: FRIEDEMAN
Source Name CREIGHTON #1 & CREIGHTON #2 & QUINN WELL
Source Sampled: WELL

Source: WELL
Tap Location: QUINN RES
Treatment: CHLORINE
Type of Sample: TREATED, COMPOSITE, DISTRIBUTION SYSTEM
medium water

14 RTC
01 08 10

Final Results

Nitrate	<0.1	mg/L	Limit: 10.0
Fluoride	2.18	mg/L	
Chloride	15	mg/L	
Iron, Total	<0.03	mg/L	
Manganese	<0.02	mg/L	
Sulfate	365	mg/L	
SOLIDS, TOTAL DISS.	945	mg/L	
Standard Method 2540C			
PH	8.58	pH UNITS	
EPA Method 150.1			
Alkalinity-M	344	mg/L	
Alkalinity-P	9	mg/L	
Bicarbonate	398	mg/L	
Carbonate	11	mg/L	
Conductivity	1430	umho/cm	
Calcium	2.4	mg/L	
SM3111B			
Magnesium	<0.3	mg/L	
SM3111B			
Hardness (calc)	7	mg/L	
Langlier Index	-0.13		

(continued)

South Dakota Department of Health

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 9/6/2007

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Spec #: E07EC005793
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source
WR/LJ RWS-CREIGHTON PROJECT

Sodium	329 mg/L
Potassium	3.0 mg/L

Specimen Comments:
%error = 1.7/3.1

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 11/12/2013

WR/LJ RWS-CREIGHTON PROJECT-2156
187 E HWY 14
PO BOX 144
PHILIP, SD 57567-0144

01

Spec #: E13EC001910
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS

6 Yrs

Date Rcvd: 5/14/2013
Time Rcvd: 1024
Date Coll: 5/13/2013
Time Coll: 1325
Spec Type: WATER
Coll By: MIKE VETTER
Date Built: 1994

Remarks: CREIGHTON WELL #1
Source Sampled: WELL
Tap Location: #01
Treatment: CHLORAMINES
Type of Sample: TREATED/ENTRY POINT
Well Depth: 3400

Final Results

Gross Alpha	<3.0 +/-1.7 pCi/L
radium-228	1.2 +/-0.5 pCi/L

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 11/12/2013

WR/LJ RWS-CREIGHTON PROJECT-2156
187 E HWY 14
PO BOX 144
PHILIP, SD 57567-0144

08

Spec #: E13EC001911
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

WR/LJ RWS

9 yrs.

Date Rcvd: 5/14/2013
Time Rcvd: 1024
Date Coll: 5/13/2013
Time Coll: 1350
Spec Type: WATER
Coll By: MIKE VETTER
Date Built: 2001

Remarks: CREIGHTON WELL #2
Source Sampled: WELL
Tap Location: #08
Treatment: CHLORAMINES
Type of Sample: TREATED/ENTRY POINT
Well Depth: 3400

Final Results

Gross Alpha	<3.0 +/-1.6 pCi/L
radium-228	<1.0 +/-0.4 pCi/L

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Submitter copy to:

Date: 11/12/2013

WR/LJ RWS-CREIGHTON PROJECT-2156
187 E HWY 14
PO BOX 144
PHILIP, SD 57567-0144

Spec #: E13EC001909
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

14

Source

WR/LJ RWS

6 yrs.

Date Rcvd: 5/14/2013
Time Rcvd: 1024
Date Coll: 5/13/2013
Time Coll: 1425
Spec Type: WATER
Coll By: MIKE VETTER
Date Built: 2001

Remarks: QUINN RESERVOIR - BLEND OF 3 WELLS (9,11,12)
Source Sampled: RESERVOIR
Tap Location: #14
Treatment: CHLORAMINES
Type of Sample: TREATED/ENTRY POINT

Final Results

Gross Alpha	<3.0 +/-1.8 pCi/L
radium-228	1.0 +/-0.5 pCi/L

DEPARTMENT OF HEALTH

ADMINISTRATION

Public Health Laboratory
615 East Fourth Street
Pierre, South Dakota 57501-1700
(605) 773-3368 FAX: (605) 773-6129
www.state.sd.us/doh/lab/index.htm

Date: 5/1/2002

Submitter copy to:

BELVIDERE,CITY OF-0038
PO BOX 189
BELVIDERE, SD 57521

Spec #: E02EC000971
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source
BELVIDERE/CITY WATER

Date Rcvd: 3/6/2002
Time Rcvd: 0800
Date Coll: 3/5/2002
Time Coll: 1345
Spec Type: WATER

Coll By: JODIE OBRYAN
Date Built: 1992
Tap Location: ENTRY POINT
Treatment: CHLORINATION
Well Depth: 2500'

04

Final Results

Gross Alpha	<0.3 +/- 4.0 pCi/L
Radium-228	0.7 +/- 0.4 pCi/L

DEPARTMENT OF HEALTH

ADMINISTRATION

Public Health Laboratory
615 East Fourth Street
Pierre, South Dakota 57501-1700
(605) 773-3368 FAX (605) 773-6129
www.state.sd.us/doh/lab/index.htm

Page 1 of 2*

Date: 6/12/2006

DENR-ODW/PWSS-5112
FOSS BUILDING
523 E CAPITOL
PIERRE, SD 57501

Phone #: 8605003019
Client #:
Name: NEW CHEMISTRY
Tel #: (605)773-3368

PWS/SOURCE: YES WATER

Date Rcvd: 6/8/2006
Time Rcvd: 1726
Date Coll: 6/8/2006
Time Coll: 1130
Sample Type: WATER
Coll. By: CUSTOMER
Sample Location: WELL #1

Public Water PWS #:
Source: Well
Dig Inoculum: ISSAC PUBLIC
Treatment: CL2
Type of Sample: Untreated
Sample Purpose: ROUTINE

Report Results

Method	Results
Nitrate	[illegible] mg/L
Chloride	[illegible] mg/L
Total Coliform	[illegible] /100ml
Fluoride	[illegible] mg/L
Sulfate	[illegible] mg/L
Sodium, Total Recov.	[illegible] mg/L
pH	[illegible] pH Units
EPA Method 200.8	
Aluminum, T	[illegible] ug/L
Antimony, T	[illegible] ug/L
Barium, T	[illegible] ug/L
Cadmium, T	[illegible] ug/L
Chromium, T	[illegible] ug/L
Copper, T	[illegible] ug/L
EPA 515.3	
Dalapon	[illegible] ug/L
EPA 515.4	
Pentachlorophenol	[illegible] ug/L
EPA 525.2	
Atrazine	[illegible] ug/L
Benzo(a)pyrene	[illegible]
Lindane	[illegible] ug/L
Pentachlorophenol	[illegible] ug/L
Simazine	[illegible] ug/L

BANNER
Engineering | Architecture | Surveying
Banner Associates, Inc. | 409 22nd Ave So | PO Box 298
Brookings, South Dakota 57006 | 605.692.6342
www.bannerassociates.com

Fax

Attn: ALL PLANHOLDERS

Date: August 28, 2014

From: Banner Associates, Inc.; karena@bannerassociates.com
Phone: 605-692-6342 Fax: 605-692-5714

Subject: Addendum No. 1

Project: Name: Midland Geothermal Well Abandonment

BAI. No.: 21846.00.02

Pages: 1

Comments:

Addendum No. 1 for the above mentioned project is now available for downloading from our web site at www.bannerassociates.com. This addendum can be found in the Bid Letting Information page for this project under Projects Currently Bidding. This is the only notification you will receive regarding this addendum. The addendum will not be sent by mail, fax or email unless it is requested. To request a copy by mail, fax or email please call Karen at 605-692-6342 or email karena@bannerassociates.com. Thank you.

Buhler, Ken

From: David LaFrance <davidl@bannerassociates.com>
Sent: Friday, September 05, 2014 12:50 PM
To: Marlene Knutson (mknutson@csded.org) (mknutson@csded.org); Buhler, Ken
Cc: Dennis Odens; midland@gwtc.net; Dave Odens
Subject: RE: Weston Engineering-info to complete bid
Attachments: MX-3501N_20140905_145818.pdf; Midland Well Abandon Bid Tab.pdf

Marlene, and Ken,
I've attached Weston's previous experience sheet where it appears they are well qualified, and they have also noted that they are already a SD licensed Well Driller. They will be using a couple of specialized subs for the Cementing and Perforating work, as shown below. As discussed at the PreBid Meeting, their Work Plan and Schedule will be required for submittal before issuing them a Notice to Proceed.

Dennis Odens and I will be recommending approval for award by way of a letter addressed to the Town Board in time for their meeting later in the week (time and date - to be provided by Michelle). The certified bid tab and Engineer's Estimate is attached.

Please let us know if you have other comments/questions, as the remaining paperwork comes in and gets checked over by both Banner and your respective office (s) over the next few days.

thank you,
D.LaFrance, PE
Banner Associates, Inc.

From Weston Engineering, Inc. Subcontractor/Supplier List---

PROJECT: Geothermal Well Abandonment Midland, SD

BIDDER: Weston Engineering, Inc.

List all Subcontractors and Suppliers to be employed on the above Project. This list shall be s
Article 12 of the Instructions to Bidders and Article 7 of the Bid Form with such additional inf
therein.

Work	Firm	
Wireline Contractor		
Perforating/~~Cementing Contractor~~	Goodwell, Inc.	$1
Coiled Tubing Services		
Demolition Work		
Sitework Contractor		
Reclamation, Seeding	T. J. Trucking, Inc.	$
Cementing Contractor	Basic Energy Services	$5

-----Original Message-----
From: David LaFrance
Sent: Friday, September 05, 2014 8:19 AM
To: Marlene Knutson (mknutson@csded.org) (mknutson@csded.org)
Cc: Dennis Odens; midland@gwtc.net
Subject: FW: Weston Engineering-info to complete bid

Marlene,
Here is the latest from Weston Engrg. They still owe me a couple items as well, before I can recommend award. They are working on their SAM's number also.

D.LaFrance
Banner Assoc.

-----Original Message-----

From: Upton Office [mailto:uptonoffice@westonengineering.com]
Sent: Thursday, September 04, 2014 5:26 PM
To: David LaFrance
Subject: Weston Engineering-info to complete bid

Dave, I am sending you the info that I have ready. I will send the Bidders Statement of Qualifications in the morning, as Jerry is not here to sign it this afternoon. I will send it to you tomorrow morning. Also, as I said earlier Frank is working on the SAM's number to see if it got moved from our CCR#. Thanks, Julie

Bid Opening Time Date: 2:00 P.M. , September 3, 2014
Bid Tab for: Midland Geothermal Well Abandonment
Location: Midland, South Dakota
Project No.: BAI. No. 21846-00

BANNER ASSOCIATES, INC.

				Engineer's Estimate		Weston Engineering	
Item	Description	Units	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price
101	MOBILIZATION AND DEMOBILIZATION	LS	Lot	$29,000	$29,000	$21,485	$21,485
102	BONDS/INSURANCE	LS	Lot	$10,000	$10,000	$30,000	$30,000
103	INCIDENTAL WORK	LS	Lot	$60,000	$60,000	$10,000	$10,000
104	PERMITS/REPORTING	LS	Lot	$5,000	$5,000	$8,500	$8,500
105	COILED TUBING SERVICES	DAY	2	$20,000	$40,000	$10,000	$20,000
106	WELL CONTROL	DAY	2	$20,000	$40,000	$5,800	$11,600
107	WIRELINE SERVICES	DAY	2	$8,000	$16,000	$24,300	$48,600
108	CEMENTING OPERATIONS	DAY	4	$10,000	$40,000	$18,980	$75,920
109	RIG OPERATIONS SUPERVISION	DAY	10	$2,000	$20,000	$3,500	$35,000
110	CREW CHARGE	DAY	10	$5,000	$50,000	$4,040	$40,400
111	SUPPORT EQUIPMENT	DAY	10	$1,000	$10,000	$1,000	$10,000
112	WORKOVER RIG	HOUR	60	$300	$18,000	$450	$27,000
113	CRANE	HOUR	60	$300	$18,000	$0	$0
114	CEMENT GROUT	LBS	50,000	$0.30	$15,000	$0.45	$22,500
115	WEIGHT MATERIAL	LBS	32,000	$0.40	$12,800	$0.50	$16,000
116	LCM COPOLYMER ADDITIVE	LBS	1250	$0.50	$625	$7.50	$9,375
117	DEMOLITION AND DISPOSAL	LS	Lot	$15,000	$15,000	$9,500.00	$9,500
118	EROSION/SEDIMENT CONTROLS	LS	Lot	$25,000	$25,000	$5,600	$5,600
119	RECLAMATION AND SEEDING	LS	Lot	$5,000	$5,000	$14,780	$14,780
	TOTAL BID SCHEDULE (BASE BID)				$429,425		$416,260

Certified By:

D.LaFrance, P.E.

D.LaFrance, PE
Banner Associates, Inc.

SECTION 00450
BIDDER'S STATEMENT OF QUALIFICATIONS

The apparent Successful Bidder (and other Bidder's, upon request) shall submit this form to Engineer within 48 hours after the bid opening. Bidder hereby certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Engineer and Owner reserve the right to request and receive other such information as may be required to enable an evaluation of the Bidder's qualifications to perform the Work under this project.

SUBMITTED TO:

City of Midland, South Dakota
City Finance Officer
509 Main Street
Midland, SD 57552

PROJECT IDENTIFICATION:

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

Submitted By: Weston Engineering, Inc.

Address: P.O. Box 260 Upton, WY 82730

1. State at least three projects your organization has completed in the past 10 years which involved similar scope of Work covered by these Contract Documents (threshold required – see Section 00200 paragraphs 3.01, 3.02.A and .B). For these three projects, list the name of project, location, owner contact information and date of completion.

Osage Plant Well #1; Osage, WY Black Hills Power & Light Mike Pogany, B0x 1400 Rapid City SD 605-721-2737 6-30-12
South Wright Field Project, Campbell County, WY, Jim Bowers 25321 Patterson Road, St. 11, 970-245-1342 1-13-14
Robert Anderson WSW, Robert Anderson, Meade Sounty, SD 13777 199th Place, Vale, SD9-1-2007
Melvin Delzer WSW, Melvin Delzer, Harding County, SD Box 1045 Spearfish, SD 57783

(Attach additional sheets if necessary).

2. List the experience, including the name of the person to be assigned as Project Manager or Project Superintendent to this Project: State at least three projects your proposed Project Manager or Project Superintendent has completed in the past 10 years which involved similar scope of Work covered by these Contract Documents (threshold required – see Section 00200 paragraphs 3.01, 3.02.C.2). For these three projects, list the name of project, location, owner contact information and date of completion.

Project Manager is Jerry Hunt Jerry is co-owner and engineer of Weston Engineering. He has been for 35 years. He has been responsible for a large number of water supply supply projects in Wyoming, Utah and South Dakota. He has plugged and abandoned may wells over the years throughout Wyoming and South Dakots from 19 oil wells on one project to plugging and abandoning a flowing 5,000' well.
projects are same as above.

(Attach additional sheets if necessary).

3. Dated at Weston Engineering, Inc. Upton, WY this 5th day of September, 2014.

Legal Name of Organization: Weston Engineering, Inc.

By: _____
(Signature)

Jerry Hunt
(Name)

Sec./Treas.
(Title)

(Corporate Seal if a Corporation)

Jerry Hunt being duly sworn, deposes and says that he/she is the Sec./Treas. of Weston Engineering, Inc.

(Bidder's organization or Firm) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 5th day of September 2014.

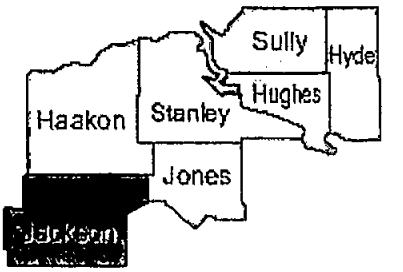
SANDRA J. UPTON - NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF WESTON
My Commission Expires 2-24-2015

Notary Public: Sandra J. Upton

My Commission Expires: Feb 24th day of February 2015.

END OF SECTION

CENTRAL SOUTH DAKOTA ENHANCEMENT DISTRICT



3431 Airport Road, Suite 3 * PO Box 220, Pierre, SD 57501
605.773.2780 605.773.2784 Fax
Email: enhancement@csded.org www.csded.org

RECEIVED
MAY 12 20[illegible]
Dept. of Environment & Natural Resources
GROUND WATER QUALITY

To: Office of Surface Water Quality, SDDENR
Office of Air Quality, SDDENR
Office of Waste Management, SDDENR
Office of Drinking Water, SDDENR
Office of Ground Water Quality, SDDENR
SD Department of Game, Fish & Parks, Pierre
US Fish and Wildlife Service, Pierre
Natural Resources Conservation Service, State Office, Huron & Haakon County, Philip, SD
Farm Services Agency, Haakon County, Philip, SD

From: Marlene Knutson, Executive Director Marlene Knutson

Date: May 10, 2014

Re: CDBG Environmental Review—Midland Geothermal Well Project

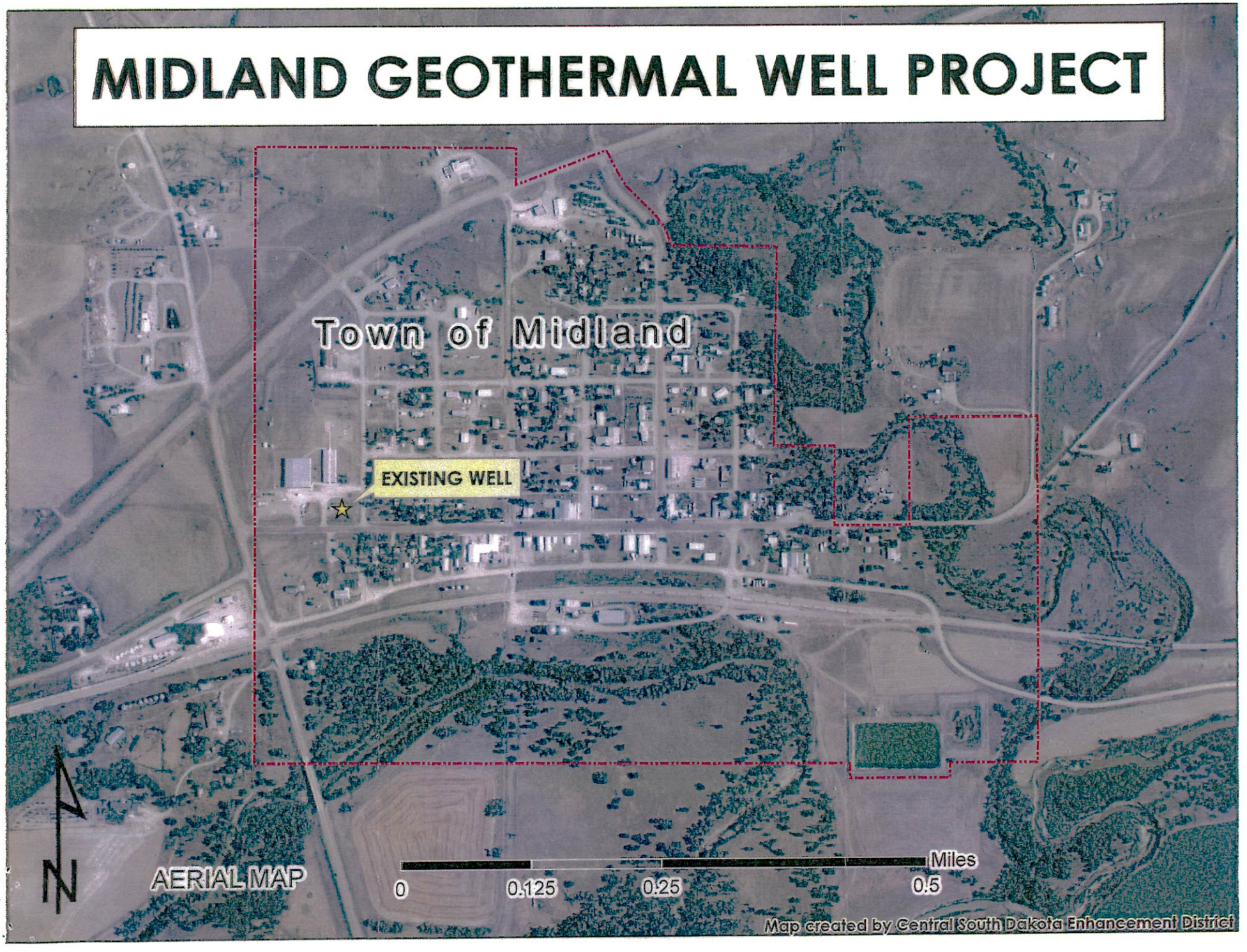
The Town of Midland, South Dakota proposes to cap well #3 located within the city utilizing CDBG funds. The well was drilled in 1969 to a depth of 3,311. While it was originally utilized as a drinking water source, it has not been utilized as such since 2007 when the drinking water source for the community became the West River-Lyman Jones Rural Water System. The well then began to be utilized by the community as the source for a geothermal heating system. The water coming from this well is approximately 152 degrees Fahrenheit, and contains high levels of radium and caustic minerals. It has the potential to flow at 1700 gallons per minute. The well has developed a leak and it has been determined that it is unsafe to repair the well. The well is uncontrollable, much like a "blow out" on an oil well/rig. The project is being undertaken to ensure the safety of residents and to curtail the flow of this water from going directly into the Bad River.

The project involves capping the well plus all necessary appurtenances involved with the project. The project is within the city limits of Midland. The project area is Section 6; Township 1N, Range 25E, Town of Midland, Haakon County, SD. All activities will take place in previously disturbed areas within Midland city limits as it involves an existing well. Project site maps are attached for your information.

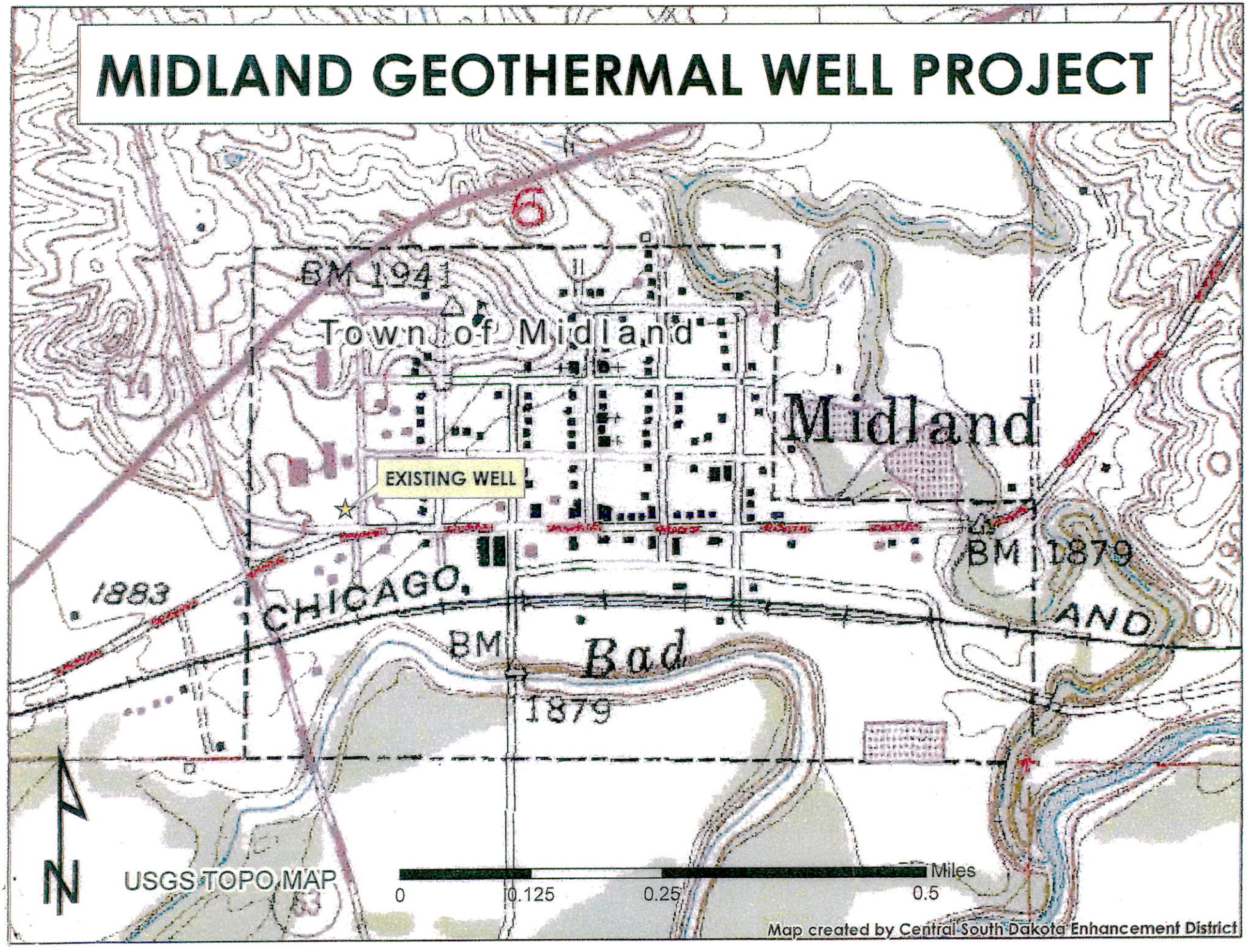
I realize your agency has 30 days to respond, but in order to complete the environmental review in a timely manner, I respectfully request your environmental comments regarding this project as it pertains to your agency by June 1, 2014 due to the sensitive issues concerning the situation, or the project will proceed as planned as no environmental consequences have been identified. If further information is necessary, please contact me at (605) 773-2782 or e-mail me at mknutson@csded.org. Thank you for your time and cooperation in this matter.

Enclosures

MIDLAND GEOTHERMAL WELL PROJECT



MIDLAND GEOTHERMAL WELL PROJECT



BID TABULATION
Madison Production Well No. 1

TD 3290'
539,169
$ 163.88 /ft

Bear Butte Valley Water, Inc.
P.O. Box 351
Sturgis, SD 57785

LETTING: March 10, 2014 @ 10:00 A.M. (Mountain Time)

DGR ENGINEERING

DGR Engineering
Consulting Engineers
1302 South Union Street
Rock Rapids, IA 51246

DGR PROJECT NO. 804001

BID SECURITY			10% Bid Bond									
BIDDER AND ADDRESS			Weston Engineering, Inc. PO Box 260 Upton, Wyoming 82730									
ITEM NO.	NO. OF UNITS	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
PHASE 1: PRODUCTION WELL CONSTRUCTION												
1	Job	Mobilization for drilling and casing installation, lump sum	L.S.	64,320.00	L.S.		L.S.		L.S.		L.S.	
2	50	Drilling 17.5" surface borehole, per lin. ft.	165.00	8,250.00								
3	1,500	Drilling 12.25" minimum diameter borehole, per lin. ft.	78.00	117,000.00								
4	1,500	Drilling 9.5" minimum diameter borehole, per lin. ft.	72.00	108,000.00								
5	290	Drilling 6.25" minimum diameter borehole, per lin. ft.	77.00	22,330.00								
6	50	Furnish and install 14" surface casing, per lin. ft.	85.00	4,250.00								
7	1,500	Furnish and install 10.75" OD upper steel casing, per lin. ft.	49.65	74,475.00								
8	1,560	Furnish and install 7.625" minimum OD lower steel casing, per lin. ft.	36.90	57,564.00								
9	Job	Mobilization for pressure cement grout, lump sum	L.S.	12,650.00	L.S.		L.S.		L.S.		L.S.	
10	1,560	Pressure cement grout 7.625" OD casing, per lin. ft.	18.00	28,080.00								
11	1,500	Pressure cement grout 10.75" OD casing, per lin. ft.	26.00	39,000.00								
12	50	Pressure cement ground 14" OD casing, per lin. ft.	65.00	3,250.00								
13	Job	Mobilization for Well development by acidizing, lump sum	L.S.	8,500.00	L.S.		L.S.		L.S.		L.S.	
14	18	Well development, per hour	585.00	10,530.00								
15	9,000	Acid development, per gal.	6.48	58,320.00								

BID TABULATION
Madison Production Well No. 1

DGR ENGINEERING

DGR Engineering
Consulting Engineers
1302 South Union Street
Rock Rapids, IA 51246

Bear Butte Valley Water, Inc.
P.O. Box 351
Sturgis, SD 57785

DGR PROJECT NO. 804001

LETTING: March 10, 2014 @ 10:00 A.M. (Mountain Time)

BID SECURITY			10% Bid Bond									
BIDDER AND ADDRESS			Weston Engineering, Inc. PO Box 260 Upton, Wyoming 82730									
ITEM NO.	NO. OF UNITS	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
16	Job	Formation samples and testing, lump sum	L.S.	4,500.00	L.S.		L.S.		L.S.		L.S.	
17	Job	Furnish, install and remove test pump, lump sum	L.S.	26,450.00	L.S.		L.S.		L.S.		L.S.	
18	8	Step test operation and measurements, per hr.	175.00	1,400.00								
19	24	Test pump operation and measurements, per hr.	165.00	3,960.00								
20	12	Aquifer recovery measurements, per hour	85.00	1,020.00								
PHASE 2: WELL COMPLETION												
21	560	Furnish and install 5" drop pipe, per lin. ft.	77.19	43,226.40								
22	Job	Furnish and install pump, lump sum	L.S.	18,649.00	L.S.		L.S.		L.S.		L.S.	
23	Job	Furnish and install pitless adapter, lump sum	L.S.	15,180.00	L.S.		L.S.		L.S.		L.S.	
		TOTAL BASE BID - SCHEDULE 3		$730,904.40								
ADDITIONAL BID SCHEDULE												
24	Job	Amount to be deducted to extend the Phase I Completion time to 150 days	L.S.	- 0 -	L.S.		L.S.		L.S.		L.S.	

Buhler, Ken

From: David LaFrance <davidl@bannerassociates.com>
Sent: Friday, September 05, 2014 12:50 PM
To: Marlene Knutson (mknutson@csded.org) (mknutson@csded.org); Buhler, Ken
Cc: Dennis Odens; midland@gwtc.net; Dave Odens
Subject: RE: Weston Engineering-info to complete bid
Attachments: MX-3501N_20140905_145818.pdf; Midland Well Abandon Bid Tab.pdf

Marlene, and Ken,
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thank you,
D.LaFrance, PE
Banner Associates, Inc.

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PROJECT: Geothermal Well Abandonment Midland, SD

BIDDER: Weston Engineering, Inc.

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Article 12 of the Instructions to Bidders and Article 7 of the Bid Form with such additional inf
therein.

Work	Firm	
Wireline Contractor		
Perforating/~~Cementing Contractor~~	Goodwell, Inc.	$1
Coiled Tubing Services		
Demolition Work		
Sitework Contractor		
Reclamation, Seeding	T. J. Trucking, Inc.	$
Cementing Contractor	Basic Energy Services	$5

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Banner Assoc.

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Sent: Thursday, September 04, 2014 5:26 PM
To: David LaFrance
Subject: Weston Engineering-info to complete bid

Dave, I am sending you the info that I have ready. I will send the Bidders Statement of Qualifications in the morning, as Jerry is not here to sign it this afternoon. I will send it to you tomorrow morning. Also, as I said earlier Frank is working on the SAM's number to see if it got moved from our CCR#. Thanks, Julie

Bid Opening Time Date: 2:00 P.M. , September 3, 2014
Bid Tab for: Midland Geothermal Well Abandonment
Location: Midland, South Dakota
Project No.: BAI. No. 21846-00

BANNER ASSOCIATES, INC.

				Engineer's Estimate		Weston Engineering	
Item	Description	Units	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price
101	MOBILIZATION AND DEMOBILIZATION	LS	Lot	$29,000	$29,000	$21,485	$21,485
102	BONDS/INSURANCE	LS	Lot	$10,000	$10,000	$30,000	$30,000
103	INCIDENTAL WORK	LS	Lot	$60,000	$60,000	$10,000	$10,000
104	PERMITS/REPORTING	LS	Lot	$5,000	$5,000	$8,500	$8,500
105	COILED TUBING SERVICES	DAY	2	$20,000	$40,000	$10,000	$20,000
106	WELL CONTROL	DAY	2	$20,000	$40,000	$5,800	$11,600
107	WIRELINE SERVICES	DAY	2	$8,000	$16,000	$24,300	$48,600
108	CEMENTING OPERATIONS	DAY	4	$10,000	$40,000	$18,980	$75,920
109	RIG OPERATIONS SUPERVISION	DAY	10	$2,000	$20,000	$3,500	$35,000
110	CREW CHARGE	DAY	10	$5,000	$50,000	$4,040	$40,400
111	SUPPORT EQUIPMENT	DAY	10	$1,000	$10,000	$1,000	$10,000
112	WORKOVER RIG	HOUR	60	$300	$18,000	$450	$27,000
113	CRANE	HOUR	60	$300	$18,000	$0	$0
114	CEMENT GROUT	LBS	50,000	$0.30	$15,000	$0.45	$22,500
115	WEIGHT MATERIAL	LBS	32,000	$0.40	$12,800	$0.50	$16,000
116	LCM COPOLYMER ADDITIVE	LBS	1250	$0.50	$625	$7.50	$9,375
117	DEMOLITION AND DISPOSAL	LS	Lot	$15,000	$15,000	$9,500.00	$9,500
118	EROSION/SEDIMENT CONTROLS	LS	Lot	$25,000	$25,000	$5,600	$5,600
119	RECLAMATION AND SEEDING	LS	Lot	$5,000	$5,000	$14,780	$14,780
	TOTAL BID SCHEDULE (BASE BID)				$429,425		$416,260

Certified By:

D.LaFrance, P.E.

D.LaFrance, PE
Banner Associates, Inc.

SECTION 00450
BIDDER'S STATEMENT OF QUALIFICATIONS

The apparent Successful Bidder (and other Bidder's, upon request) shall submit this form to Engineer within 48 hours after the bid opening. Bidder hereby certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Engineer and Owner reserve the right to request and receive other such information as may be required to enable an evaluation of the Bidder's qualifications to perform the Work under this project.

SUBMITTED TO:

City of Midland, South Dakota
City Finance Officer
509 Main Street
Midland, SD 57552

PROJECT IDENTIFICATION:

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

Submitted By: Weston Engineering, Inc.

Address: P.O. Box 260 Upton, WY 82730

1. State at least three projects your organization has completed in the past 10 years which involved similar scope of Work covered by these Contract Documents (threshold required – see Section 00200 paragraphs 3.01, 3.02.A and .B). For these three projects, list the name of project, location, owner contact information and date of completion.

Osage Plant Well #1; Osage, WY Black Hills Power & Light Mike Pogany, B0x 1400 Rapid City SD 605-721-2737 6-30-12
South Wright Field Project, Campbell County, WY, Jim Bowers 25321 Patterson Road, St. 11, 970-245-1342 1-13-14
Robert Anderson WSW, Robert Anderson, Meade Sounty, SD 13777 199th Place, Vale, SD9-1-2007
Melvin Delzer WSW, Melvin Delzer, Harding County, SD Box 1045 Spearfish, SD 57783

(Attach additional sheets if necessary).

2. List the experience, including the name of the person to be assigned as Project Manager or Project Superintendent to this Project: State at least three projects your proposed Project Manager or Project Superintendent has completed in the past 10 years which involved similar scope of Work covered by these Contract Documents (threshold required – see Section 00200 paragraphs 3.01, 3.02.C.2). For these three projects, list the name of project, location, owner contact information and date of completion.

Project Manager is Jerry Hunt Jerry is co-owner and engineer of Weston Engineering. He has been for 35 years. He has been responsible for a large number of water supply supply projects in Wyoming, Utah and South Dakota. He has plugged and abandoned may wells over the years throughout Wyoming and South Dakots from 19 oil wells on one project to plugging and abandoning a flowing 5,000' well.
projects are same as above.

(Attach additional sheets if necessary).

3. Dated at Weston Engineering, Inc. Upton, WY this 5th day of September, 2014.

Legal Name of Organization: Weston Engineering, Inc.

By: _____
(Signature)

Jerry Hunt
(Name)

Sec./Treas.
(Title)

(Corporate Seal if a Corporation)

Jerry Hunt being duly sworn, deposes and says that he/she is the Sec./Treas. of Weston Engineering, Inc.

(Bidder's organization or Firm) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 5th day of September 2014.

SANDRA J. UPTON - NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF WESTON
My Commission Expires 2-24-2015

Notary Public: Sandra J. Upton

My Commission Expires: Feb. 24th day of February 2015.

END OF SECTION

BANNER
Engineering | Architecture | Surveying
Banner Associates, Inc. | 409 22nd Ave So | PO Box 298
Brookings, South Dakota 57006 | 605.692.6342
www.bannerassociates.com

Fax

Attn: ALL PLANHOLDERS

Date: August 28, 2014

From: Banner Associates, Inc.; karena@bannerassociates.com
Phone: 605-692-6342 Fax: 605-692-5714

Subject: Addendum No. 1

Project: Name: Midland Geothermal Well Abandonment
BAI. No.: 21846.00.02

Pages: 1

Comments:

Addendum No. 1 for the above mentioned project is now available for downloading from our web site at www.bannerassociates.com. This addendum can be found in the Bid Letting Information page for this project under Projects Currently Bidding. This is the only notification you will receive regarding this addendum. The addendum will not be sent by mail, fax or email unless it is requested. To request a copy by mail, fax or email please call Karen at 605-692-6342 or email karena@bannerassociates.com. Thank you.

RECEIVED
AUG 11 2014
WATER RIGHTS
PROGRAM

PROJECT MANUAL FOR GEOTHERMAL WELL ABANDONMENT- MIDLAND, SOUTH DAKOTA

Prepared For

CITY OF MIDLAND

Haakon County

MIDLAND, SOUTH DAKOTA

Prepared By

BANNER ASSOCIATES, INC.

Engineering | Architecture | Surveying
Brookings, South Dakota

August, 2014

#21846.00.02

BANNER
Engineering | Architecture | Surveying
Banner Associates, Inc. | 409 22nd Ave So | PO Box 298
Brookings, South Dakota 57006 | 605.692.6342
www.bannerassociates.com

RECEIVED
AUG 11 2014
WATER RIGHTS PROGRAM

Letter of Transmittal

To: Ken Buhler
SD DENR
523 E Capitol Ave
Pierre, SD 57501

Date: August 7, 2014
Project: Midland Well #3 Abandonment

BAI No: 21846.00.00

Delivery Method: REGULAR MAIL

We are sending you:

Copies	Date	Description
1		Plans and Specifications- ISSUED FOR BID
1		For Al Spangler

These are transmitted as checked below:

☐ For Your Approval ☑ As Requested ☐ Returned For Corrections

☑ For Your Use ☐ Returned After Loan to Us ☐ For Review & Corrections

☐ Returned after loan

Remarks:

Ken,
CONTRACT DOCUMENTS- ISSUED FOR BID

Thank you for your review comments.

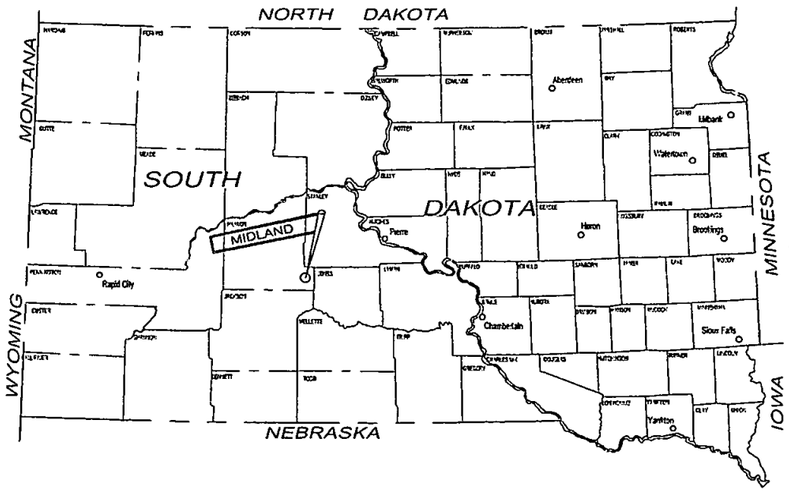
Cc: Dave Odens, PE
Diana Baeza, Mayor of Midland
Marlene Knudson, Director of CSDED

Signed: Dan LaFrance, P.E.
David LaFrance, PE

If enclosures are not as noted, please notify us at once.

CONSTRUCTION PLANS FOR
MIDLAND, SOUTH DAKOTA
GEOTHERMAL WELL ABANDONMENT

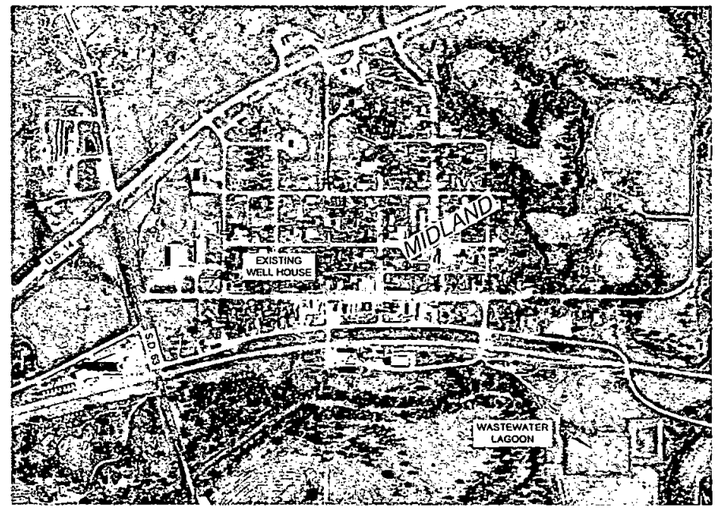
RECEIVED
AUG 11 2014
WATER RIGHTS
PROGRAM



North
PROJECT VICINITY MAP

INDEX OF SHEETS

1. TITLE & INDEX OF SHEET
2. LOCATION MAP & GENERAL NOTES
3. GENERAL DETAILS & PHOTOS
4. SITE PLAN



North
PROJECT LOCATION MAP

REGISTERED PROFESSIONAL ENGINEER
REG NO.
8314
DAVID A.
LaFRANCE
SOUTH DAKOTA
8-6-14

REGISTERED PROFESSIONAL ENGINEER
REG. NO.
4161
DENNIS
ODENS
SOUTH DAKOTA
8-6-14

MIDLAND, SOUTH DAKOTA

BANNER
Engineering | Architecture | Surveying
730 South Street, Suite 201
Rapid City, South Dakota 57701
1-855-323-6342
www.bannerassociates.com
Designing Projects, Building Trust

CONSULTANTS:

PROJECT TITLE:
MIDLAND, SD
GEOTHERMAL
WELL
ABANDONMENT

PROJECT LOCATION:
MIDLAND,
SOUTH DAKOTA

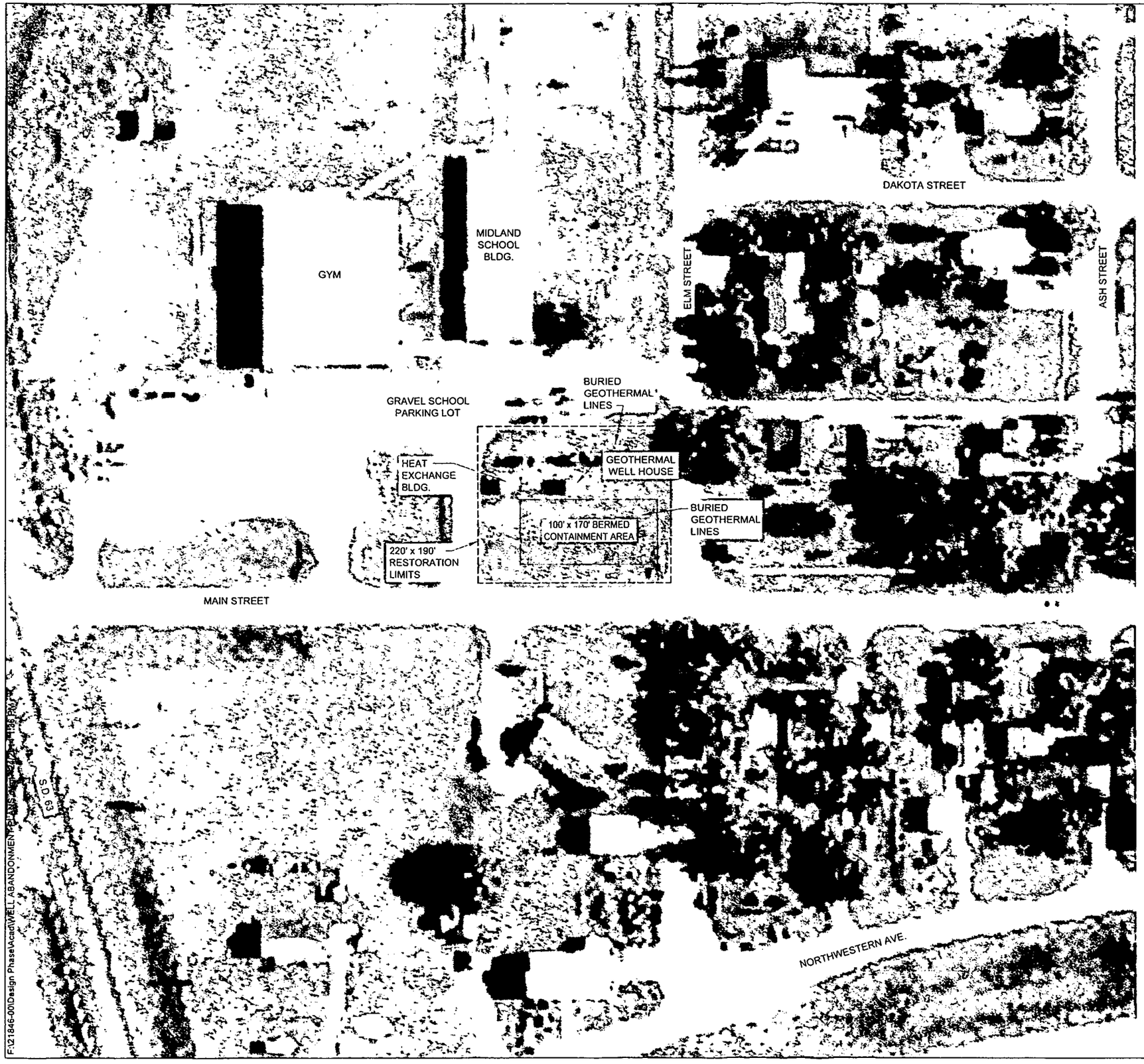
REV.	DATE	DESCRIPTION

DRAWN BY: S.A.N.
DESIGNED BY: D.A.L.
CHECKED BY: D.A.L.
JOB NO: 21846.00.00
DATE: JULY, 2014
SCALE REDUCTION BAR

SHEET TITLE:
TITLE &
INDEX OF
SHEETS

SHEET NO.:
1

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UTILITY CONTACTS:

LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS WAS TAKEN FROM THE BEST AVAILABLE RECORDS AND DOES NOT INCLUDE ALL UNDERGROUND UTILITIES SUCH AS ELECTRICAL, FUEL, UNDERGROUND CABLE TV. PRIOR TO EXCAVATION THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF ALL UTILITIES WHETHER OR NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL COORDINATE ALL RELOCATION EFFORTS OF UTILITIES DUE TO INTERFERENCE. CONTRACTOR SHALL PROTECT ALL UTILITIES DURING CONSTRUCTION. ANY DISTURBANCE OR REPLACEMENT OF EXISTING UTILITIES SHALL BE INCIDENTAL TO THE PROJECT.

SOUTH DAKOTA ONE CALL CONTACT INFORMATION:
PHONE: 1-800-781-7474 OR 811
WEBSITE: HTTP://ONECALL.SD.GOV/

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONTACTS WITH SOUTH DAKOTA ONE CALL.

GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A QUALITY CONTROL SYSTEM THAT DETAILS THE METHODS AND PROCEDURES THAT WILL BE TAKEN TO ASSURE THAT ALL MATERIALS AND COMPLETED CONSTRUCTION REQUIRED BY THIS CONTRACT CONFORM TO DRAWINGS, SPECIFICATIONS AND OTHER REQUIREMENTS, WHETHER MANUFACTURED BY THE CONTRACTOR, OR PROCURED FROM SUBCONTRACTORS OR VENDORS.
2. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS CONSIDERED IN THE BID THE PERMANENT AND TEMPORARY UTILITY APPURTENANCES IN THEIR PRESENT OR RELOCATED POSITIONS AS SHOWN ON THE PLANS. ADDITIONAL COMPENSATION WILL NOT BE ALLOWED FOR DELAYS, INCONVENIENCES OR DAMAGE SUSTAINED DUE TO INTERFERENCE FROM THE UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM.
3. SITE DAMAGE AND TEMPORARY EROSION CONTROL SHALL BE REPAIRED AND MAINTAINED AS AN ONGOING PROCESS THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL TAKE ANY ADDITIONAL MEASURES NEEDED IN ORDER TO COMPLY WITH THE REQUIREMENTS OF ALL PERMITS. REFER TO SPECIFICATIONS FOR SITE DRAINAGE, STORM WATER POLLUTION PREVENTION, DEWATERING AND TEMPORARY EROSION CONTROL.
4. ALL DE-WATERING IS INCIDENTAL.
5. CONTRACTOR SHALL MAINTAIN CONSTRUCTION WORK WITHIN THE LIMITS AS SHOWN ON THE DRAWINGS. EXCEPT AS APPROVED BY THE ENGINEER IN WRITING. ANY DAMAGE OUTSIDE THE CONSTRUCTION LIMITS WILL BE THE CONTRACTORS RESPONSIBILITY.
6. SEQUENCE OF OPERATIONS
CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR ITS TIMELY REVIEW, A PRELIMINARY PROGRESS SCHEDULE INDICATING THE TIMES (NUMBERS OF DAYS OR DATES) FOR STARTING AND COMPLETING THE VARIOUS STAGES OF THE WORK, INCLUDING ANY MILESTONES SPECIFIED IN THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL KEEP ONE SET OF PLANS AND SPECIFICATIONS ON THE JOB LABELED AS "RECORD COPY". PRIOR TO CONTRACT CLOSEOUT AND FINAL PAYMENT THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL MEASUREMENTS, CHANGES AND DEVIATIONS ON THE RECORD COPY AND UPON COMPLETION OF THE WORK SHALL CERTIFY AND FORWARD RECORD COPY TO THE ENGINEER AS "AS CONSTRUCTED DOCUMENTS." THE REVISIONS SHALL BE SHOWN WITH NECESSARY DIMENSIONS AND OFFSETS SO ALL UTILITY ALIGNMENT, CAN BE REESTABLISHED IN THE FUTURE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY FENCING, MAINTENANCE, AND COORDINATION.
9. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

REGISTERED PROFESSIONAL ENGINEER
REG NO. 8314
DAVID A. LoFRANCE
SOUTH DAKOTA

BANNER
Engineering | Architecture | Surveying
730 South Street, Suite 201
Rapid City, South Dakota 57701
1-855-323-6342
www.bannerassociates.com
Designing Projects, Building Trust

CONSULTANTS:

PROJECT TITLE :
MIDLAND, SD
GEOTHERMAL
WELL
ABANDONMENT

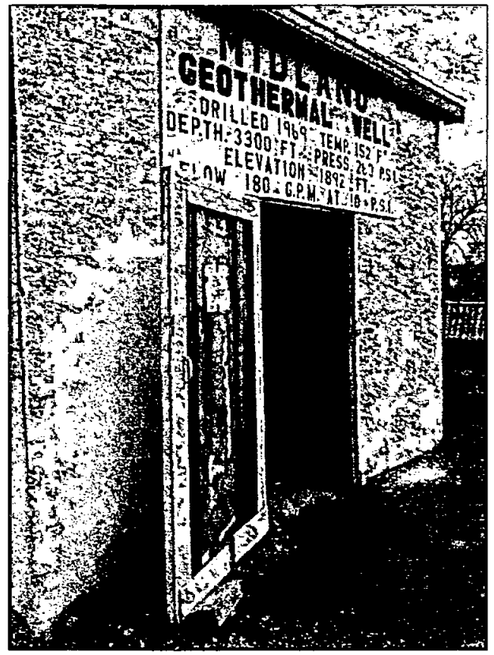
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MIDLAND,
SOUTH DAKOTA

REV.	DATE	DESCRIPTION

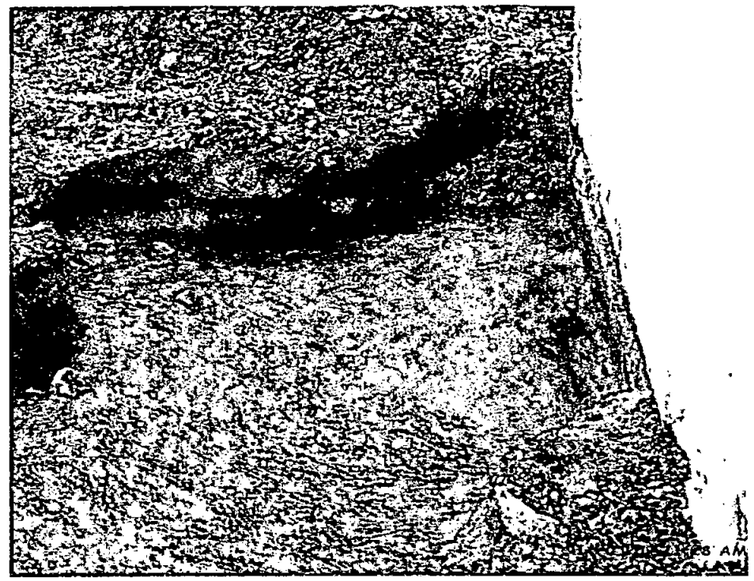
DRAWN BY: S.A.N.
DESIGNED BY: D.A.L.
CHECKED BY: D.A.L.
JOB NO : 21846.00.00
DATE : JULY, 2014
SCALE: INDUCTION BAR

SHEET TITLE :
LOCATION MAP
&
GENERAL NOTES

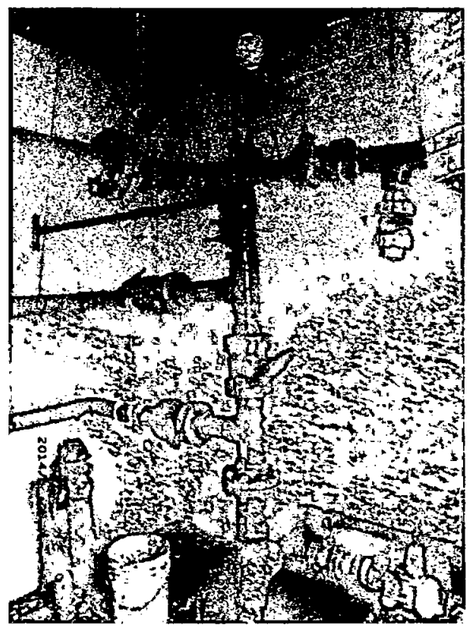
SHEET NO. :
2



WELL HOUSE
SCALE : NONE



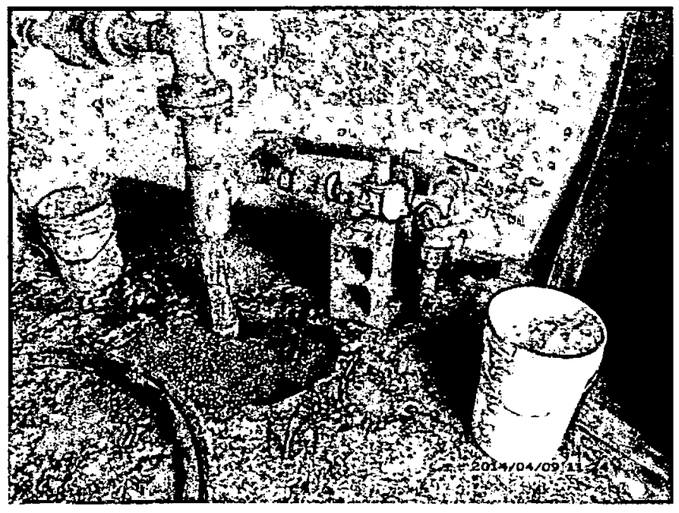
LEAK FLOWING OUT FROM UNDER NW CORNER OF WELL HOUSE
SCALE : NONE



DISTRIBUTION PIPE HEADER
SCALE : NONE



WELL HEAD AND VALVE
SCALE : NONE



LOW LEVEL DISTRIBUTION SYSTEM PIPING
SCALE : NONE

REGISTERED PROFESSIONAL ENGINEER
REG NO. 8314
DAVID A. LaFRANCE
SOUTH DAKOTA
8-6-14

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Rapid City, South Dakota 57701
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www.bannerassociates.com
Designing Projects, Building Trust

CONSULTANTS:

PROJECT TITLE :
MIDLAND, SD
GEOTHERMAL
WELL
ABANDONMENT

PROJECT LOCATION :
MIDLAND,
SOUTH DAKOTA

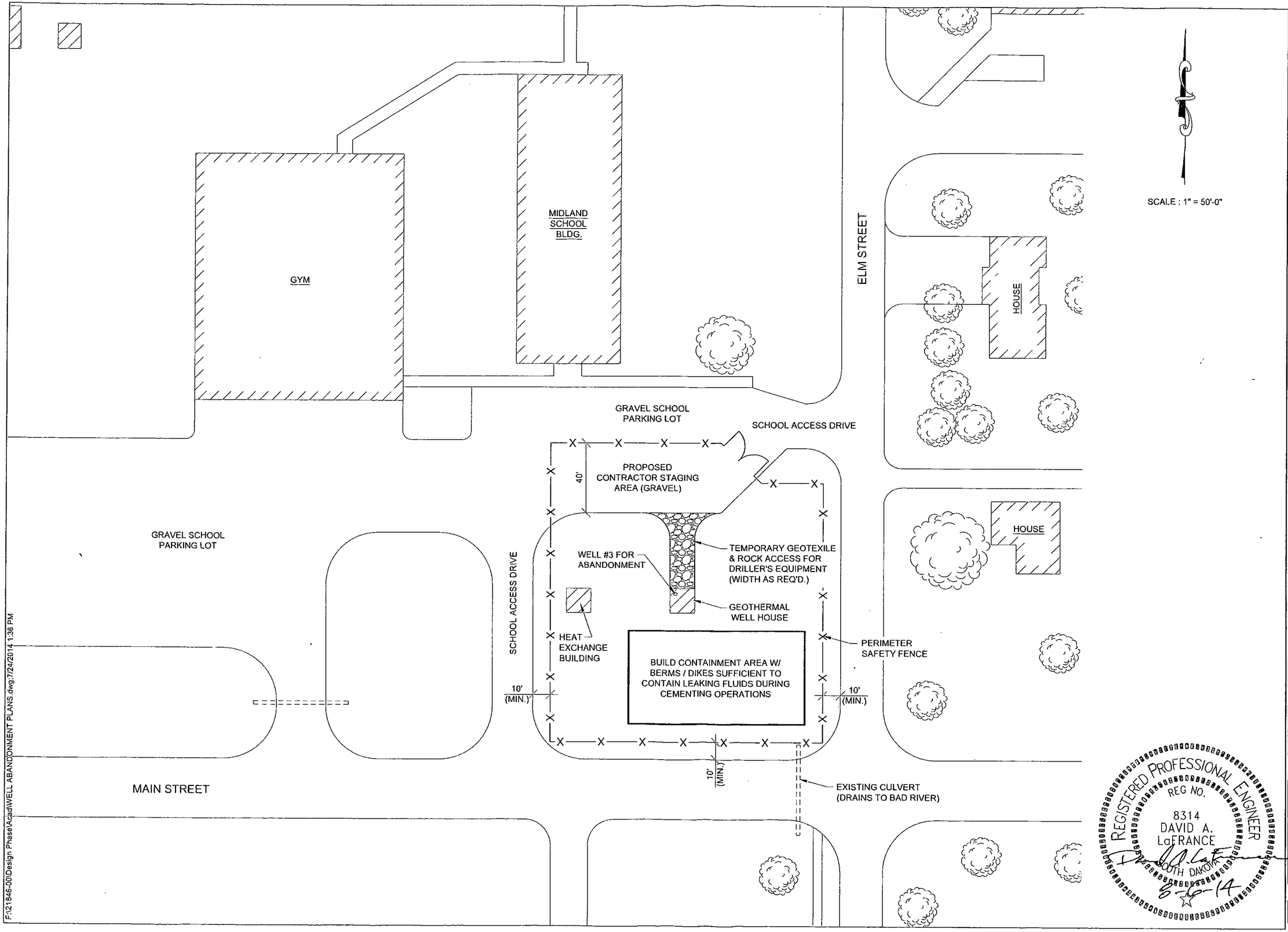
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DESIGNED BY: D.A.L.
CHECKED BY: D.A.L.
JOB NO : 21846.00.00
DATE : JULY, 2014
SCALE REDUCTION BAR

SHEET TITLE :
GENERAL
DETAILS &
PHOTOS

SHEET NO. :
3

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Designing Projects, Building Trust

CONSULTANTS:

-

PROJECT TITLE :

MIDLAND, SD
GEOTHERMAL
WELL
ABANDONMENT

PROJECT LOCATION :
MIDLAND,
SOUTH DAKOTA

REV.	DATE	DESCRIPTION

DRAWN BY: S.A.N.
DESIGNED BY: D.A.L.
CHECKED BY: D.A.L.
JOB NO : 21846.00.00
DATE : JULY, 2014
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SHEET TITLE :

SITE
PLAN

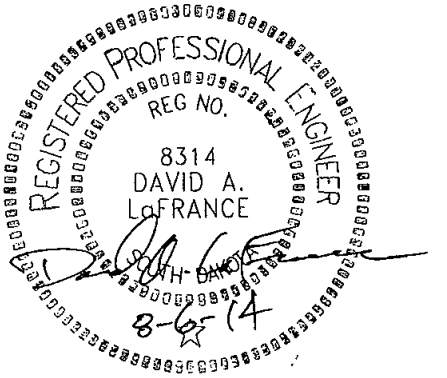
SHEET NO. :
4

REGISTERED PROFESSIONAL ENGINEER
REG NO.
8314
DAVID A.
LaFRANCE
SOUTH DAKOTA
7-16-14

PROFESSIONAL CONSULTANTS

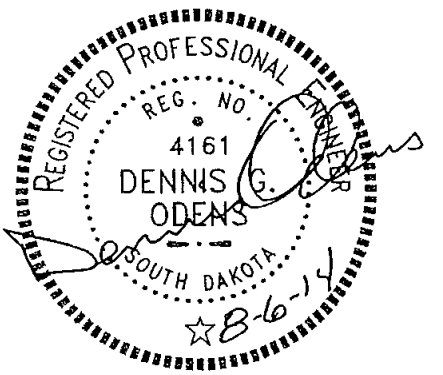
CIVIL

Banner Associates, Inc.
409 22nd Avenue South
Brookings, South Dakota 57006
(605) 692-6342



CIVIL

Banner Associates, Inc.
409 22nd Avenue South
Brookings, South Dakota 57006
(605) 692-6342



END OF PROFESSIONAL CONSULTANTS

TABLE OF CONTENTS

	PAGE
BIDDING REQUIREMENTS	
Advertisement	2 Pages
Instructions to Bidders	00200-1 to 00200-10
SDDOT Roster of Certified DBE Firms	1 to 21
Bid Form	00300-1 to 00300-6
Bid Item Descriptions	00310-1 to 00310-4
Bid Schedule	00321-1 to 321-2
Bid Bond	00430-1 to 00430-2
Part C - DBE/MBE and WBE Assurance Form	49 to 51
Part I – Suspended or Debarred Contractors Certification	74
Part J – Contractor's Excise Tax License	76
DBE Subcontractor Performance Form	DBE-9 to DBE-10
DBE Subcontractor Utilization Form	DBE-11 to DBE-12
Part G – Certification of Nondiscrimination	70
Part H – Elimination of Segregated Facilities	72
AGREEMENT, BONDS AND CLOSEOUT DOCUMENTS	
Notice of Award	00510-1
Agreement	00520-1 to 00520-6
Notice to Proceed	00550-1
Performance Bond	00610-1 to 00610-2
Payment Bond	00615-1 to 00615-2
Certificate of Substantial Completion	00625-1
Waiver and Release of Lien	W-1 to W-2
PROJECT FORMS	
List of Subcontractors and Suppliers	SUB-1
Bidders Statement of Qualifications	00450-1 to 00450-2
Contractors Application for Payment	00620-1 to 00620-2
Change Order	00941-1 to 00941-2
CONDITIONS OF THE CONTRACT	
General Conditions (Funding Agency Addition (EJCDC C-710, 2002)	00710-1 to 00710-56
Supplementary Conditions	00800-1 to 00800-4
Davis-Bacon Wage Determination	1 to 6
CDBG Special Provisions	33 to 108

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA
TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 0000	-	GENERAL REQUIREMENTS
01 1100	-	ENVIRONMENTAL QUALITY PROTECTION
01 1400	-	COORDINATION
01 7113	-	MOBILIZATION

DIVISION 02 – SITE CONSTRUCTION

02 2416	-	STRUCTURE DEMOLITION

APPENDICES

A –SD DENR WELL PLUGGING REGULATIONS AND REPORTING
B –EXISTING WELL CROSS SECTION
C—EXISTING WELL FINISHED WELL REPORT
D—WELL RAW WATER QUALITY REPORT

Bidding Requirements

SECTION 00110
ADVERTISEMENT FOR BIDS

Notice is hereby given that the City Midland, SD will receive bids for their Geothermal Well Abandonment, located in Haakon County in South Dakota. Construction of the project will be on City and School owned lands and rights-of-way. Bids will include the following scope of Work:

- Abandonment of approximately 3300 lf deep geothermal water well.
- Demolition of Well House Building and appurtenances.
- Erosion control and containment.
- Clean up and all other miscellaneous work required but not herein mentioned but inferred from the construction Contract Documents.

The bids will be prepared and delivered in a sealed envelope to City of Midland, South Dakota City Finance Officer, 509 Main Street, PO Box 232, Midland, SD 57552, ATTENTION: MIDLAND GEOTHERMAL WELL ABANDONMENT, not later than 2:00 PM MDT (local time - our clock) on September 3, 2014 , at which time and place the bids will be read aloud publicly and in the presence of the bidders and their representatives. Bids will not be accepted after the specified hour and date and will be returned to the Bidder(s) unopened. Bids which are not prepared and filed in accordance with the Instructions to Bidders may be rejected.

Bidders on this work will be required to comply with the President's Executive Order Nos. 11246 (Equal Employment) as amended, 11518 (Small Business Concerns), and 11625 (MBE) as amended. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders on this work will be required to comply with Title 40 CFR 33.240 and Executive Order 12138 (WBE). The requirements for bidders and contractors under this regulation that concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women's Business Enterprises (WBE) are explained in the specifications.

The successful bidder will need to be registered in SAM (System for Award Management).

Successful bidder must be able to obtain South Dakota Well Drillers License prior to Award.

A pre-bid meeting will be held at the City of Midland office on August 20, 2014 at 10:00 AM MDT. All potential bidders are strongly encouraged to attend this conference.

A complete set of Contract Documents may be obtained from Banner Associates, Inc., 409 22nd Ave. South, P.O. Box 298, Brookings, SD 57006-0298; phone (605) 692-6342 or online at www.bannerassociates.com. Copies may be obtained upon non-refundable payment in the sum of $40.00 for each set of Contract Documents plus tax. Electronic copies are also available to be downloaded online for a non-refundable charge of $20.00 plus tax. No partial sets of Contract Documents will be issued.

All bids must be accompanied by a bid security. Bid security will take the form of a bid bond in an amount of ten percent (10%) of the Bidder's maximum Bid price or a cashier's or certified check made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price.

The bid security will be retained by the Owner if the successful bidder refuses or fails to enter into an Agreement within fifteen (15) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The Owner reserves the right to reject any and all bids, and to waive any irregularities therein.

City of Midland, South Dakota

Published twice at the approximate cost of _____

(please publish August 7 and August 14, 2014)

END OF SECTION

SECTION 00200
INSTRUCTIONS TO BIDDERS

Table of Contents

Article 1 – Defined Terms 1
Article 2 – Copies of Bidding Documents 1
Article 3 – Qualifications of Bidders 2
Article 4 – Examination of Bidding Documents, Other Related Data and Site 2
Article 5 – Pre-Bid Conference 5
Article 6 – Site and Other Areas 5
Article 7 – Interpretations and Addenda 5
Article 8 – Bid Security 5
Article 9 – Contract Times 6
Article 10 – Liquidated Damages 6
Article 11 – Substitute and "Or-Equal" Items 6
Article 12 – Subcontractors, Suppliers and Others 6
Article 13 – Preparation of Bid 7
Article 14 – Basis of Bid; Comparison of Bids 8
Article 15 – Submittal Of Bid 8
Article 16 – Modification and Withdrawal of Bid 8
Article 17 – Opening of Bids 9
Article 18 – Bids to Remain Subject to Acceptance 9
Article 19 – Evaluation of Bids and Award of Contract 9
Article 20 – Contract Security and Insurance 10
Article 21 – Signing of Agreement 10
Article 22 – Retainage 10

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents for the sum stated in the Advertisement for Bids may be obtained from the Issuing Office. Payment is non-refundable.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within 48 hours of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below. The requirements of this paragraph are in addition to information required to be submitted with the Bid.

3.02 To be considered qualified:

A. Bidder must demonstrate that they are qualified and have appropriate experience constructing deep water wells. Bidders must also demonstrate that they have a satisfactory record of organizational performance on past projects relating to integrity, quality of work, construction claims, addressing warranty and punch list items and meeting construction and completion schedules.

Appropriate experience is defined as successfully completing at least three previous projects of the similar type and size in the last ten (10) years. Documentation, using the form provided in Section 00450 – Bidders Statement of Qualifications, shall include information on the location of the projects, size of the construction contract and a listing of key employees involved in the management, coordination and delivery of the project. The referenced projects must be completed, accepted by the project owner and substantially complete for not less than one year from the bid date for this project.

B. A current South Dakota Well Driller license is required for this Project. Well Driller Licensing requirements are found on the South Dakota DENR website: http://denr.sd.gov/des/wr/driller.aspx An application for a South Dakota well driller license or an application to renew an existing well driller license may be downloaded or completed online.

C. Selection as a qualified bidder with respect to experience described in these Contract Documents shall not be construed as final approval or guarantee of contract award to the lowest bidder. All remaining qualification requirements regarding financial abilities, available equipment, previous commitments or any other criteria judged to be in the best interest of the project by the Owner shall remain in force.

D. In determining the Bidder's qualifications, the following factors will also be considered:

1. The Bidder shall not award work valued at more than fifty (50%) percent of the Contract Price to subcontractors (in accordance with contract provisions).

2. Bidder must demonstrate management experience (including the Project Manager or Superintendent proposed to be assigned to this project) directly comparable to this project in the last ten (10) years.

E. Bidders not meeting these minimum qualification requirements and providing all necessary documentation within the required time frame may not be considered for award of the Contract and their Bid may be rejected. See also Articles 11 and 12 in this Section 00200 – Instructions to Bidders.

F. The submission of a bid will constitute incontrovertible representation by the Bidder that he will accept the Owner's decision with regard to award of the Contract.

3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to locating of excavation and utility.

4.06 Additional Owner Provided Information:

A. Reference is made to Section 01 1400 Coordination/Sequence of Construction for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions states that if an Owner safety program exists it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents and the other related data identified in the Bidding Documents, and any Addenda;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The Bidder, if successful and an Agreement is executed, will be responsible to provide permits as may be required. Prior to the submittal of its Bid, the Bidder shall inquire of the agencies governing the issuance of any required permits. The Bidder shall ascertain the effort it will take his forces to apply and gain permit approval. Bidder will also ascertain the corresponding time required to apply for and secure necessary permits. Further, Bidder has factored these parameters into its Bid and planned its schedule accordingly.

4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A Pre-Bid conference has been scheduled. Bidders are referred to the Advertisement for Bids for the date, time, and place of the Pre-Bid conference. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are strongly encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Land or easements for permanent structures or permanent changes in existing facilities have been obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work (outside the areas identified on the Drawings) are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount stipulated in the Advertisement for Bids in the form of a cashier's or certified check or a Bid bond (EJCDC No. C-430, 2007 Edition)

issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. Bid Bond shall be accompanied by a certified copy of Power of Attorney.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 14 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in Art. 3.02 C.1.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item or alternative listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and business address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

13.10 The postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. A conditional or qualified BID will not be accepted.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bids shall be submitted on the Bid Form provided. The Bid Form is to be completed and submitted with the Bid security and other information required as outlined in Article 7 in the Bid Form. Telephonic, electronic or faxed bids will not be accepted.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bids. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bids.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form (or for such longer period of time that Bidder may agree to in writing upon request of Owner), but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.08 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the Bid Form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which Bidder, if any, is offered the award.

19.09 In the case of Bid alternatives, Owner reserves the right to award the base Bid only, or the base Bid and any combination of Bid alternates deemed to be in the best interest of the Project and as necessary to stay within budget amounts for funding. If the Contract is to be awarded, it will be awarded to the low responsive, responsible Bidder for the base Bid combined with any Bid alternates that will be in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – RETAINAGE

22.01 Provisions concerning retainage are set forth in the Agreement.

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
1st Resource Solutions, LLC 1811 N. Dumont Drive MARION IN 46952	Archie Horton Phone: (704)591-1698 Fax: (888)499-1527 Email: ahorton@1stresourcesolutions.com	N	Broker	Y			425120	Construction materials Supplier - concrete accessories Supplier - drain tiles
2 C's Freight Broker LLC 522 Finnie Flat Rd E-618 Camp Verde AZ 86322	Laura Mason Phone: (602)509-8924 Fax: (623)546-8876 Email: lauramason@2csfreight.com	N				Y	484110	Trucking broker
B & R Project Management Inc 7192 S Perth St Aurora CO 80016	Barbara Coleman Phone: (303)304-2098 Fax: (720)747-1001 Email: bcoleman@br-pm.com	N	statewide			Y	237310 238290 238990	Construction management Baggage handling/conveyor systems Contract administration Construction cleanup

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
B X Civil & Construction Inc PO Box 187 Dell Rapids SD 57022-0187	Kari Karst Phone: (605)428-5483 Fax: (605)428-5484 Email: estimating@bx-cc.com	N	statewide			Y	237310 238910 238990	Box culverts Concrete - flatwork Fencing Grading Paving - portland cement concrete Erosion Control Concrete demolition Guardrail Pipe installation Retaining walls Bridge railings Seeding Epoxy bridge deck overlay Traffic control concrete barriers Dust control Concrete paving
Bear Creek Contracting Inc 911 Hwy 29 N. Alexandria MN 56308	Leslie Cavers Phone: (320)759-3070 Fax: (612)435-4874 Email: leslie@bearcreekonline.com	N	Statewide		Y		237310 238990	Concrete - flatwork Concrete pavement misc - saw, seal, grind, joint and spall repair Curb and gutter
Boys Contracting, LLC DBA Water Products PO Box 224 BARRETT MN 56311	Kathryn Boys Phone: (320)528-2436 Fax: (320)528-2436 Email: kathy@boyscontracting.com	N	statewide		Y		425120	Broker - Water, sewer and storm sewer supplies
Burchatz Construction Co Inc 1700 1st Ave SW Watertown SD 57201-3001	Sharon Burchatz Phone: (605)882-2867 Fax: (605)886-9128 Email: bcco10@qwestoffice.net	N	300 miles of Waterto			Y	238990	Concrete - Drop Inlets Concrete - flatwork Curb and gutter

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
C Peitz Enterprises 9109 St Joseph St Silver City SD 57702-6072	Sue Downs Phone: (605)574-9007 Fax: ( ) - Email:	N	Western SD			Y	484220	Hauling - gravel, dirt, materials
Carlo Lachmansingh Sales Inc 4801 4th Ave S Minneapolis MN 55419	Carlo Lachmansingh Phone: (612)827-2211 Fax: (612)821-0161 Email: Carlo@carloelectrical.com	N	Statewide	Y			423610	Supplier - electrical
Community Design Goup, LLC 212 3rd Avenue, N, Suite 515 Minneapolis MN 55401	Antonio Rosell Phone: (612)354-2901 Fax: ( ) - Email: arosell@c-d-g.org	N	Statewide	Y			541320 541330 541820	Consultant engineering Consultant - environmental
Concrete Dakota Redi Mix Inc 1004 4th St SE Watertown SD 57201	Terra Jacobson Phone: (605)886-3434 Fax: (605)886-3449 Email: concretedakota@gmail.com	N	45 miles of Watertow			Y	327320	Concrete Ready Mix Manufacturer/Supplier
Connico Incorporated 2594 N. Mt. Juliet Rd MOUNT JULIET TN 37122	Connie Gowder Phone: (615)758-7474 Fax: (615)758-7477 Email: dbe@connico.com	N	Statewide		Y		236220 541330 541611 541990	Consultant engineering Project management Contract administration Cost estimating, scheduling, independent fee analysis

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Cormican's Inc 14405 Maple Inn Rd SE Mentor MN 56736	Sandra Cormican Phone: (218)637-6627 Fax: (218)637-6628 Email: sandra@cormicansinc.com	N	statewide		Y		237310 238910	Grading Watering Subgrade preparation
D & G Concrete Construction Inc 1408 E 39th St N Sioux Falls SD 57104-0835	Gregory Branaugh Phone: (605)338-8597 Fax: (605)338-9502 Email: greg@dgconcrete.com	N	100 miles of Sioux Fa	Y			237310 238990	Concrete - flatwork Paving - portland cement concrete
Dakota Prairie Landscapes LLC 16768 Hwy 1416 NEW UNDERWOOD SD 57761	Sherri Steffen Phone: (605)754-9372 Fax: (605)754-6141 Email: emaildpl@goldenwest.net	N	Western SD		Y		238990 561730	Erosion Control Landscaping
Decorative Concrete Designs Inc 590 1st St N Horace ND 58047-4531	Shari Enno Phone: (701)277-1687 Fax: (701)277-3133 Email: dcdinc590@gmail.com	N	statewide		Y		238990	Supplier - ADA detectable warning panels
Dells Materials Co PO Box 187 Dell Rapids SD 57022-0187	Kari Karst Phone: (605)428-5483 Fax: (605)428-5484 Email: dmc-estimating@dellsmaterials.com	N	30 miles of Dell Rapi		Y		327320 484220	Hauling - gravel, dirt, materials Manufacturer - ready-mix concrete

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Dixie Veurink Trucking 3020 S Ohlman Mitchell SD 57301-2938	Dixie Schladweiler Phone: (605)996-1163 Fax: (605)995-0797 Email: dixie@santel.net	N	statewide		Y		484220	Hauling - gravel, dirt, materials Gravel crushing Riprap
Dormark Construction Co Inc PO Box 530 Grimes IA 50111-0530	Timothy Bayse Phone: (515)986-4270 Fax: (515)986-9573 Email: timothy@dormark.com	N	statewide	Y			237310	Dowel basket/rebar placement Sawing & sealing joints and cracks Concrete barrier rail
Doug O'Bryan Contracting Inc 21617 Hwy 18 Martin SD 57551	Doug O'Bryan Phone: (605)685-6281 Fax: (605)685-6960 Email: doci@gwtc.net	N	statewide	Y			236220 237110 237310 327320	Building construction and remodeling Concrete - Drop Inlets Concrete - flatwork Excavation Sewer and water lines Site preparation Hydro-seeding
Duffield Construction Inc 3060 N Haines Ave Rapid City SD 57701	Kaye Duffield Phone: (605)348-8884 Fax: (605)348-8592 Email: kaye@duffieldconstruction.com	N	statewide		Y		237110	Underground utilities
Dysart Trucking 5304 S Landsdown Dr Sioux Falls SD 57106	Bob Dysart Phone: (605)361-0571 Fax: (605)361-0571 Email:	N	All SD except NW qu	Y			484220	Hauling - gravel, dirt, materials

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Eastern Dakota Specialities LLC 47550 233A St Egan SD 57024-6424	Cindy Loiseau Phone: (605)997-3642 Fax: (605)997-2585 Email: easterndakspec@hotmail.com	N	statewide			Y	238910 238990	Fencing Erosion Control
Full Moon Enterprises LLC DBA Shotcrete Montana PO Box 685 ABSAROKEE MT 59001	Lucille Mooney Phone: (406)328-7344 Fax: (406)328-7372 Email: lucille@shotcretemt.com	N	Statewide		Y		238110 238390	Shotcrete Contractor
Ghost Bear Contracting Inc PO Box 260 Oglala SD 57764-0260	Calvin Ghost Bear Phone: (605)867-2370 Fax: (605)867-5057 Email: gbear@gwtc.net	N	Western half of SD	Y			238910 484220	Concrete - flatwork Hauling - gravel, dirt, materials Site preparation Underground utilities
Glacial Lakes Erosion Control LLC 5525 7th Ave SW Watertown SD 57201	Jennifer Davis Phone: (605)520-4209 Fax: (605)886-8234 Email: glec08@yahoo.com	N	100 miles of Waterto			Y	238910	Erosion Control
Grangaard Construction Inc 705 20th Ave SW Watertown SD 57201	Yancey Grangaard Phone: (605)886-0559 Fax: (605)886-4797 Email: gcinc@wat.midco.net	N	statewide	Y			237310	Box culverts Bridge construction Grading

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Guardrail Enterprises Inc 26646 461st Ave Hartford SD 57033	Karen Leisinger Phone: (605)526-4445 Fax: (605)526-4332 Email: totaltill@unitelsd.com	N	200 miles of Sioux Fa			Y	237310 238910 238990	Fencing Erosion Control Guardrail Seeding
H L Construction Inc PO Box 30217 Billings MT 59101-0217	Heather Long Phone: (406)245-0575 Fax: (406)254-2691 Email: construction 565@msn.com	N	statewide		Y		237310	Guardrail Steel culvert installation Bridge deck repair
High Plains Materials Inc PO Box 4008 Rapid City SD 57709-4008	Johnna Roth Phone: (605)348-6250 Fax: (605)348-6250 Email: johnnaroth@yahoo.com	N	Statewide			Y	212321	Supplier - aggregates Loading/stockpiling aggregates
Innovative Trenchless Solutions Inc PO Box 182 Moorhead MN 56561-0182	Sarah Strom Phone: (701)361-3178 Fax: ( ) - Email: sarah.its@aol.com	N	Statewide			Y	423390	Supplier- underground pipe rehab/soil stabilization products
Interstate Sealant & Concrete Inc S40 W24211 Rockwood Way Waukesha WI 53189	Cheryl Sment Phone: (262)547-6316 Fax: (262)547-6844 Email: csment@interstatesealant.com	N	statewide			Y	238990	Sawing & sealing joints and cracks Spall repair Epoxy crack injection

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
J & L Steel Erectors 2365 Willis Miller Dr Hudson WI 54016	Lou Anne Berg Phone: (715)808-0463 Fax: (715)808-0502 Email: laberg@jlsteelinc.com	N	statewide			Y	238120	Structural steel erection Reinforcing Steel - bridges and commercial structures
K B Environmental Sciences Inc 9500 Koger Blvd Ste 211 St Petersburg FL 33702	L Fowler Phone: (727)578-5152 Fax: (727)578-5210 Email: cfowler@kbenv.com	N	Statewide			Y	541618 541620 562112	Consultant - air quality and noise Consultant - industrial hygiene
Kirk Barnes Construction Inc PO Box 656 Valentine NE 69201-0656	Kirk Barnes Phone: (402)376-2723 Fax: (402)376-3013 Email: vlw@shwisp.net	N	statewide	Y			237310	Box culverts Fencing Erosion Control Seeding
L R C Inc PO Box 658 Vermillion SD 57069-0658	Amy Powell Phone: (605)658-5818 Fax: (605)658-5819 Email: lrcinc@live.com	N	Statewide			Y	238910	Excavation Grading Site preparation Clearing & grubbing
LaFramboise Construction Inc 204 16th St NW Watertown SD 57201-9560	Tom LaFramboise Phone: (605)886-3684 Fax: (605)882-4849 Email: toml84@wat.midco.net	N	eastern half SD	Y			237310 238910 484220	Grading Hauling - gravel, dirt, materials Site preparation Blading

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Lawn & Driveway Service Inc 44725 175th St Morris MN 56267	Vicky Dosdall Phone: (320)795-2412 Fax: (320)795-2119 Email: lawnanddriveway@runestone.net	N	Statewide			Y	115512 424910 444220 561730	Erosion Control Landscaping Supplier - geotextile fabric Turf establishment
Lightcap Industries Inc DBA JC Supply & Mfr 1612 S Cucamonga Ave Ontario CA 91761	Connie Lightcap Phone: (909)373-1773 Fax: (909)373-1785 Email: connie@jcsupply.us	N	Statewide			Y	332312	Manufacturer - fabricated structural metal
M F R A Inc 14800 28th Ave N Ste 140 Plymouth MN 55447	Sirish Samba Phone: (763)476-6010 Fax: (763)476-8532 Email: ssamba@mfra.com	N	Statewide	Y			541330 541370	Consultant engineering Land surveying Landscape architecture Civil engineering
Martinez Geospatial Inc 2915 Waters Road Ste 100 Eagan MN 55436	Steve Martinez Phone: (605)686-8424 Fax: (651)686-8389 Email: steve@mtzgeo.com	N	statewide	Y			541370	Photogrammetric aerial mapping Digital orthophotos GIS support services Topographic & planimetric mapping & data collection 2D and 3D modeling and visualization
Midwest Marketing LLC 202 E St Joseph St Rapid City SD 57701	Dawn Claymore Phone: (605)716-5666 Fax: (605)716-5713 Email: dawn@midwestmarketingllc.com	N	Statewide			Y	541810 541820	Advertising and public relations

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Moe's Best - Fences PO Box 461 Hot Springs SD 57747-0461	Cindy Reed Phone: (605)745-3397 Fax: (605)745-3397 Email: fences@moesbest.com	N	Western half of SD			Y	238990	Fencing
Murdock Electric Inc PO Box 1541 Pine Ridge SD 57770-1541	Frank Murdock Sr Phone: (605)867-5759 Fax: (605)867-5359 Email: marjorie@murdockelectric.com	N	statewide	Y			238210	Electrical contracting - buildings Electrical - roadway lighting
Muscha Pavement Marking Inc 16545 70th St SE Colfax ND 58018	Kelly Muscha Phone: (701)372-3690 Fax: (701)372-3427 Email: mpm@rrt.net	N	statewide			Y	237310	Grooving for pavement marking Pavement marking Rumble strips
Northern Engineering & Consulting Inc 207 4th St NW Bemidji MN 56601	James Garrigan Phone: (218)444-4860 Fax: (218)444-6042 Email: info@necimn.com	N	Statewide	Y			541330 541370	Consultant engineering Construction management Land surveying Transportation planning Survey & design - highways, streets and parking lots Survey & design - water distribution and drainage Right-of-way maps and plats
Pat Meier Trucking Inc 509 Trail Dr Box Elder SD 57719	Pat Meier Phone: (605)923-3232 Fax: (605)923-2626 Email: trucku32@rap.midco.net	N	Western SD			Y	484220	Hauling - gravel, dirt, materials

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Perches Land Services Inc 17024 Butte Creek Rd Ste 106 Houston TX 77090	Luis Perches Phone: (281)397-8242 Fax: (281)596-7274 Email: perchesland@att.net	N	Statewide	Y			531390	Right of way consulting services
Princess Trucking Inc 9350 189th Ave BECKER MN 55308	Tyra Beckers Phone: (763)463-5773 Fax: (763)263-5149 Email: tyra@princesstruck.com	N	eastern SD			Y	484200 488490	Pilot car Trucking
Project Solutions Inc 3022 W St Louis St Rapid City SD 57702	Sandra Burns Phone: (605)737-0377 Fax: (605)355-6961 Email: sandy@projectsolutionsinc.com	N	statewide			Y	541611	Consultant - business, management Construction inspection Specialty staffing
R H S Inc 11700 Sturgis Rd Black Hawk SD 57718	Stacey Roselles Phone: (605)787-4745 Fax: (605)787-7103 Email: rhsinc@rushmore.com	N	western half of SD	Y			237310	Signing Traffic Control Roadway painting/striping Grooving for pavement marking
Red Lake Builders, Inc. PO Box 250 REDLAKE MN 56671	Gordon Jallen Phone: (218)679-3891 Fax: (218)679-2317 Email: rlbldrs@paulbunyan.net	N		Y			237310 238910 484220	Grading Site preparation Culvert Installation Earthwork Excavation Trench Work Installation of Geotextile reinforcing fabric Trucking of Hot mix, sand, gravel and riprap

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
RLH Inc 126 N Adams St Mission SD 57555	Michael Harmon Phone: (605)856-4000 Fax: (605)856-4005 Email: cginsbach@rlhinc.net	N	statewide	Y			444130	Concrete - flatwork Concrete pavement misc - saw, seal, grind, joint and spall repair
Rock On Enterprises Inc 3100 7th St S Waite Park MN 56387	Krystal Vierkant Phone: (320)230-2998 Fax: (320)230-2912 Email: krystal@rockontrucks.com	N	Statewide		Y		484220	Hauling - gravel, dirt, materials
Rock On Trucks Inc 3100 7th St S Waite Park MN 56387	Krystal Vierkant Phone: (320)230-2998 Fax: (320)230-2912 Email: krystal@rockontrucks.com	N	Statewide		Y		532120	Trucking broker
S & L Industrial PO Box 126 Cowley WY 82420-0126	David Rael Phone: (307)548-2242 Fax: (307)548-2678 Email: jennierael@sandlindustrial.com	N	statewide	Y			237310	Painting - bridges, commercial Signing Traffic Control Lead paint abatement Striping
Silverstar Inc PO Box 747 Dickinson ND 58601-0747	Janice Wandler Phone: (701)264-1168 Fax: (701)264-1165 Email: manntrucking@goesp.com	N	Northern and westerr		Y		484121	Hauling - liquid asphalt, bulk petroleum products

South Dakota Departme. Transportation

Roster of Certified DBE Firms - - Highway construction

Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Simplex Construction Supplies Inc 9020 W 35W Service Dr Blaine MN 55449	Sarah Bazey Phone: (763)398-0040 Fax: (763)398-0039 Email: sarahb@simplexsupplies.com	N	statewide			Y	423510 424690	Supplier - concrete sealants Supplier - dowel bars and assemblies Supplier - concrete accessories
Skyview Construction Co LLC PO Box 826 Summit SD 57266-0826	Gerry Adolph Phone: (605)520-0555 Fax: (605)398-5157 Email: gadolph854@aol.com	N	NE quarter of SD			Y	238990	Erosion Control Seeding
T J Trucking Inc PO Box 249 Mission SD 57555-0249	Terry Johnson Phone: (605)856-2378 Fax: (605)856-5140 Email: tjtruck@inetnebr.com	N	statewide	Y			484220	Hauling - gravel, dirt, materials
Traffic Research & Analysis Inc 3844 E Indian School Rd Phoenix AZ 85018	Susan Medland Phone: (602)840-1500 Fax: (602)840-1577 Email: susan@tra-inc.com	N	statewide			Y	541330	Traffic data collection Traffic counting services
Traffic Services Company LLC 11740 J B Rd Black Hawk SD 57718	J D Wetsit Phone: (605)716-0250 Fax: (605)716-0260 Email: jwetsit@trafficservicescompany.com	N	western SD	Y			237310	Signing Traffic Control Pavement marking

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Transmart Technologies Inc 2802 Coho St Ste 102 Madison WI 53713	Jing Li Phone: (608)268-3911 Fax: (608)273-4783 Email: connie@trafficonline.com	N	Statewide		Y		541330	Consultant - right-of-way acquisition Consultant - traffic engineering Transportation planning
Wharton Asphalt LLC 3962 PA Hollow Trail Billings MT 59105	Lena Wharton Phone: (406)254-9571 Fax: (406)254-9572 Email: WhartonAsphalt @netzero.com	N	Statewide		Y		237310	Crack sealing Asphalt paving - parking lots/county roads
Word Reclamation & Fencing Inc 20490 Bison Pl Pierre SD 57501	David Word Phone: (605)945-2467 Fax: (605)224-0829 Email: wordrf@yahoo.com	N	statewide	Y			238910 238990	Fencing Erosion Control Seeding

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
A V A R Painting 600 W. 26th Street SIOUX FALLS SD 57105	April Vanleirsburg Phone: (605)351-6521 Fax: (605)339-0998 Email: avarpainting@gmail.com	N	50 miles of Sioux Fal		Y		238320 562910	Lead paint abatement Painting - interior and exterior buildings
Ace Airport Media LLC 1112 S Holly Dr Sioux Falls SD 57105-0218	Angela Ellerbroek Phone: (605)351-5515 Fax: (605)334-2479 Email: etc.mag@sio.midco.net	N	Sioux Falls		Y		541850	Airport advertising Airport concessionaire
Airport Services LLC 4550 Terminal Rd Ste 111 Rapid City SD 57703	J P Duniphan Phone: (605)393-1917 Fax: (605)342-6399 Email: rep33sd@aol.com	N	Rapid City airport		Y		453220	Airport concessionaire Airport gift shop
Big G Tech Support LLC 8401 73rd Ave N Ste E-1 Brooklyn Park MN 55428	Gerald Ben-Ami Phone: (763)390-1317 Fax: (888)867-7126 Email: gerald@bgtsllc.com	N	statewide	Y			238210 423430 443120 519190 541519 541990 611420 811212	Computer installation and training Hardware/software re-seller

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Brockington and Associates Inc 3850 Holcomb Bridge Road Ste 105 NORCROSS GA 30092	Sarah Brockington Phone: (770)662-5807 Fax: (678)638-5824 Email: andrewscarr@brockington.org	N	Statewide			Y	541990	Archaeological surveys
Coover-Clark & Associates Inc 1936 Market St Denver CO 80202	Carol Coover-Clark Phone: (303)783-0040 Fax: (303)783-0060 Email: teribruinsma@cooverclark.com	N	Statewide			Y	541310 541320 541340 541410 541690	Airport consultant/studies/planning Landscape architecture Architectural design Interior design Urban planning
Critical Path Inc 3634 Hidden Cir West Fargo ND 58078	Jessica Domitrovich Phone: (701)364-9148 Fax: (701)364-9148 Email: jessica@criticalpathinc.com	N	Statewide			Y	541611	Airport consultant/studies/planning
Dakota Fabrication Inc 47102 Fairfield Pl Harrisburg SD 57032	Rachel Walling Phone: (605)368-2172 Fax: (605)368-2173 Email: rachel@dakotafabrication.com	N	Statewide			Y	331210	Metal fabrication Pipe welding and fabrication
Doon Technologies, Inc 200 Middlesex Essex Turnpike #309 ISELIN NJ 08830	Meenu Gupta Phone: (732)404-1334 Fax: (732)404-1335 Email: doon@doontec.com	N	Statewide		Y		541519 541690 561311	Information technology services Consultant - computer network, security systems Specialty staffing

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Elite Parking Services Of America Inc 76 S. Laura Street Ste 202 JACKSONVILLE FL 32202	Dane Grey Phone: (904)297-4437 Fax: (904)352-1831 Email: dbe@eliteparkingofamerica.com	N	Statewide	Y			485999 812930	Airport concessionaire Parking management Valet parking Special needs transportation
Ethnoscience Inc 4140 King Ave E Billings MT 59101-5444	Lynelle Peterson Phone: (406)252-7945 Fax: (406)252-9483 Email: ethno@ethnoscience.com	N	statewide			Y	541990	Archaeological surveys Cultural resource investigations
Gordon Contracting 25774 Mapleton Rd RENNER SD 57055	Larry Gordon Phone: (605)521-4203 Fax: (605)543-5166 Email: larrygordon40@yahoo.com	N	Statewide	Y			128140	Tuck pointing Caulking Masonry restoration
KFH Group, Incorporated 4920 Elm Street, Suite 350 BETHESDA MD 20814	Sue Knapp Phone: (301)951-8660 Fax: (301)951-0026 Email: sknapp@kfhgroup.com	N	Statewide		Y		541330 541611 541613 541614	Consultant engineering Transportation planning
Leslie Saunders Insurance Agency Inc 1535 N Dale Mabry Hwy Ste 101 Lutz FL 33548	Leslie Saunders Phone: (813)949-8964 Fax: (813)949-9655 Email: dbe@lesliesaunders.com	N	statewide			Y	524210	Airport concessionaire Rental car insurance Consultant - customer service training

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Longhouse Inventory Solutions, LLC PO Box 1212 CLAREMORE OK 74018	Jami Jones Phone: (918)342-3127 Fax: (918)342-2453 Email: jami@longhouseinventorysolutions.com	N	Statewide			Y	423990	Airport concessionaire Supplier of Child Safety Seats, Car seat storage bags, Vinyl tags,
Mary A. Lynch 5719 Overridge Drive ARLINGTON TX 76017	Mary Lynch Phone: (817)478-3308 Fax: ( ) - Email: MALynch316@aol.com	N	Statewide		Y		488119 488190 541611 541613 541618	Airport consultant/studies/planning
Mountain Movers Construction Inc 628 1/2 6th St Ste 204 Rapid City SD 57701	Jackie Nettleton Phone: (605)341-1966 Fax: (605)341-1966 Email: mountaininc@yahoo.com	N	Statewide			Y	236220	Concrete - flatwork Site preparation Roofing Project management Building design build
Mountain West Drivers Corp PO Box 150251 Ogden UT 84415-0251	Lisa Stokes Phone: (801)388-7198 Fax: (801)475-4078 Email: mountainwestdrivers@gmail.com	N	Statewide		Y		561330	Provide drivers for rental car companies
Peachtree Telecommuncations Intl LLC 11465 Johns Creek Pkwy Ste 350 Duluth GA 30097	Kay Stewart Phone: (770)242-1970 Fax: (770)242-0818 Email: kaystew@peachtreetelecom.com	N	statewide			Y	423610	Supplier - wired and wireless applications Supplier - security equipment Supplier - telecommunications equipment Supplier - fiber optic cable

August [illegible], 2014

South Dakota Departme... of Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Petri Construction Inc PO Box 72 Montrose SD 57048-0072	Michael Petri Phone: (605)360-1834 Fax: (605)363-3280 Email: mjpete@siouxvalley.net	N	200 miles of Sioux Fa	Y			23611 236220	Building construction and remodeling Seamless rain gutters
Proefrock Electric Inc 915 Cornell St Vermillion SD 57069	Debbie Proefrock Phone: (605)624-7000 Fax: (605)624-6666 Email: deb.proefrockelectric@midconetwork.com	N	statewide		Y		238210	Electrical contracting - buildings
Progressive Industries Inc 2733 N Pulaski Chicago IL 60639	Valerie O'Donnell Phone: (773)763-9566 Fax: (773)763-9587 Email: certifications@progressivepii.com	N	Statewide		Y		424690	Supplier - industrial cleaning supplies Supplier - industrial & welding gases Supplier - medical gases
R J Shangreaux Contracting LLC PO Box 6059 Pine Ridge SD 57770	Richard Shangreaux Phone: (605)867-1904 Fax: (605)867-1108 Email: richard.shangreaux@gmail.com	N	statewide	Y			236115	Building construction and remodeling Bus barn construction
Recruiting And Placement Inc 825 W 10TH St #1 Sioux Falls SD 57104	Amy Deberg-Ferwerda Phone: (605)274-8800 Fax: (605)274-8808 Email: amy@randpgroup.com	N	nation-wide		Y		541612	Executive search/recruitment/placement

August 06, 2014

South Dakota Department of Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
RLS & Associates, Inc. 3131 S. Dixie Hwy Suite 545 DAYTON OH 45439	Robbie Sarles Phone: (937)299-5007 Fax: (937)299-1055 Email: RLS@rlsandassoc.com	N	Statewide			Y	541618	Consultant - business, management
Savant Consulting, Inc. 12 Santa Catrina RANCHO SANTA MARGARI CA 92688	Paul Jones Phone: (949)682-5298 Fax: ( ) - Email: prjones05@gmail.com	N	Statewide	Y			541511 541512 541513 541519 541614	Information technology services Consultant - computer network, security systems
Solid Network Solutions LLC 326 Brandon Blvd Freehold NJ 07728	Maria Curcio Phone: (732)863-7080 Fax: (732)863-6614 Email: mcurcio@solidnetsol.com	N	statewide			Y	423430 423610 423690 541511 541512 541513 541519	Supplier - electrical Information technology services
The 106 Group Ltd 370 Selby Ave St Paul MN 55102	Jennifer Kust Phone: (651)290-0977 Fax: (651)290-0979 Email: JenniferKust@106group.com	N	Statewide			Y	541720	Consultant - cultural resources Consultant - historical preservation Interpretative planning
Transitplus Inc PO Box 637 Elizabeth CO 80107	Suzanne O'neill Phone: (303)646-4319 Fax: ( ) - Email: suzanne.oneill@transitplus.biz	N	statewide			Y	541611	Transit planning & management Transit system design

August ..., 2014

South Dakota Departme.. ..f Transportation
Roster of Certified DBE Firms - - Highway construction
Non-Highway Work

Firm Name / Address	Contact Name / Phone	BND	Work Area	MBE	MWBE	WWBE	NAICS	Services Performed
Tyler Communications, Inc. 780 Morosgo Drive Atlanta GA 30324-4366	Tony Tyler Phone: (404)923-0038 Fax: ( ) - Email: info@tylercommunications.net	N	statewide	Y			561110 611420 611430 611513 611710	Office administrative services Computer training Professional & management development training Apprenticeship training Exam preparation & tutoring Educational support services
Valley Illuminators PO Box 3001 Federal Way WA 98063-3001	Polly Valley Phone: (253)833-3016 Fax: (253)735-5414 Email: valley@zipcon.com	N	statewide			Y	335129 339950	Manufacturer - L-853 retro-reflective edge markers for runways Supplier - windsocks, airfield signs & lights

SECTION 00300
BID FORM

PROJECT IDENTIFICATION

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Midland, South Dakota
City Finance Officer
509 Main Street
Midland, SD 57552

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Contract Documents, the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder has reviewed and checked all information and data shown or indicated on the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site and assumes responsibility for the accurate location of said Underground Facilities. Bidder shall be responsible for any additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities that the Bidder determines will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

G. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

I. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

L. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices as detailed in the attached Bid Schedule Section 00321 and as summarized in the total Bid listed below. The Bid Schedule and Bid Item Description (Section 00310) are considered to be part of the Bid Form as if attached hereto.

5.02 The prices bid herein include sales tax and all other applicable taxes and fees.

5.03 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

5.04 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.05 Bidder acknowledges he will supply a List of Subcontractors and Suppliers for all components of the work prior to issuance of Notice to Proceed for the contract.

BASE BID: TOTAL OF UNIT PRICES FOR BID SCHEDULE ((As Indicated Above)

_____

_____ (use words)

($_____) (figures)

ARTICLE 6 – TIME OF COMPLETION

6.01. Dates to Achieve Substantial Completion and Final Payment:

A. Time is of the essence in completing the Work within the Contract Times. Bidder agrees that the Work required for Substantial Completion Date will be complete on or before November 30, 2014, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before December 20, 2014

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond in an amount of ten percent (10%) of the Bidder's maximum Bid price made payable to the Owner issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions or a cashier's or certified check made payable to the Owner in an amount of five percent (5%) of the Bidder's maximum Bid price. The Bid Bond shall be accompanied by a certified copy of Power-of-Attorney.

B. DBE Subcontractor Solicitation Information

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

D. Part C – State DBE/MBE and WBE Assurance Form

E. Part I – Suspended or Debarred Contractors Certification

F. Part J – Contractor Excise tax License

7.02 The following forms must be submitted by the apparent low-bidder within ten calendar days of the bid opening:

A. Form 6100-3 – DBE Subcontractor Performance Form

B. Form 6100-4 – DBE Subcontractor Utilization Form

C. Part G – Certification of Nondiscrimination

D. Part H – Elimination of Segregated Facilities

ARTICLE 8 – MISCELLANEOUS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9- BID SUBMITTAL

9.01 The undersigned bidder hereby expressly acknowledges his understanding of and his agreement to comply during the performance of any work under any contract resulting from this bid with all equal opportunity obligations as set forth in CFR Part 60:1 and Part 60:4 and 40 CFR Part 8.

9.02 The bidder must comply with the goals established for Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women's Business Enterprises (WBE) participation. The goal for DBE/MBE participation on this project is 1% and the goal for WBE participation is 4% of the total dollar value of the construction contract. The bidder shall submit a fully executed Disadvantaged/Minority Business Enterprise Assurance Form (Part C of the Special Provisions) with this Bid Proposal to indicate the DBE/MBE and WBE goal achievement and/or good faith effort. **FAILURE TO DO SO MAY RENDER THE BID NULL AND VOID.**

ARTICLE 10 – THIS BID SUBMITTED BY:

If Bidder is:

An Individual:

Name (typed or printed): _____

By: _____
(SEAL)
(Individual's Signature)
Doing business as: _____

A Partnership:

Partnership Name: _____
(SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)
Name (typed or printed): _____

A Corporation:

Corporation Name: _____
(SEAL)
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)
Name (typed or printed): _____
Title: _____
(CORPORATE SEAL)
Attest: _____
(Signature of Corporate Secretary)

Date of Authorization to do business in South Dakota is: _____

A Joint Venture:

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)
Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)
Name (typed or printed): _____
Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture shall be in the manner indicated above.)

Business address: _____
_____
_____
_____

Phone No.: _____
Fax No.: _____
Email Address: _____

SUBMITTED on _____, 201____.

State Contractor License No. _____ (if applicable)

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

_____

END OF SECTION

SECTION 00310
BID ITEM DESCRIPTIONS

PROJECT IDENTIFICATION:
GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

THIS BID IS SUBMITTED TO:
City of Midland, South Dakota
City Finance Officer
509 Main Street
Midland, SD 57552

CONDITIONS:

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder represents that the Unit Prices include all applicable taxes and fees on labor and materials, and all other applicable local, state and federal taxes and fees that would affect the amount of the Bid.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities measured and provided, as determined and defined by the Contract Documents.

Working Day for daily rate measurement and payment is defined as any working (non-holiday) calendar day worked, sun up to sun down. Equipment Hour for hourly rate measurement and payment will be for verifiable cumulative hours of operation that equipment is in use (not including standby or overnight time)

Any hourly time is subject to the approval of the ENGINEER and OWNER.

A maximum allowance of up to ½ DAY for Set Up and Tear Down Time will be allowed for Payment under Items 109 thru 113.

BID ITEM DESCRIPTIONS:

101 MOBILIZATION AND DEMOBILIZATION
102 BONDS/INSURANCE
103 INCIDENTAL WORK
104 PERMITS/REPORTING
105 COILED TUBING SERVICES
106 WELL CONTROL
107 WIRELINE SERVICES
108 CEMENTING OPERATIONS
109 RIG OPERATIONS SUPERVISION
110 CREW CHARGE
111 SUPPORT EQUIPMENT
112 WORKOVER RIG
113 CRANE
114 CEMENT GROUT
115 WEIGHT MATERIAL
116 LCM COPOLYMER ADDITIVE

117 DEMOLITION AND DISPOSAL
118 EROSION/SEDIMENT CONTROLS
119 RECLAMATION AND SEEDING

Item No. 101 – MOBILIZATION AND DEMOBILIZATION: This Bid Item shall be for the entire project that is awarded and shall include preparatory work and operations including, but not limited to those necessary for the movement to and from the project site of personnel, equipment, supplies, and incidentals; for the establishment and removal of trailers, temporary utilities, staging areas maintenance and plowing,water for construction, project sign, and other facilities for the work on the project and for all other work and operations which must be performed. This Bid Item shall be paid at the contract lump sum price according to the following schedule or as otherwise approved by the Owner:

1. 25% shall be paid with the first approved pay estimate.
2. An additional 50% shall be paid when the project is 30% complete based on partial payment without mobilization payment.
3. The final 25% shall be paid when the project is 95% complete based on partial payment without mobilization payment.

This Bid Item shall have a maximum amount of 8% of the total Base Bid.

Item No. 102 – BONDS/INSURANCE: Payment shall be made at the Contract Lump Sum forBonds/Insurance. Payment shall be full compensation for all costs incurred to obtain all Contractor supplied bonds and insurance; as required by the general and supplemental contract conditions, and for all costs not specifically described in other bid items, as referenced in the Contract Documents.

Item No. 103 – INCIDENTAL WORK: Payment shall be made at the Contract Lump Sum for Incidental Work. Payment shall be full compensation for labor, equipment, materials, maintenanceof, and removal/restoration of temporary measures, and all other work necessary for the performance of the overall work, including at a minimum the following: Temporary fencing placement/repairs/removal for securing the work site area at a minimum to the dimensions shown on the plans, placement and removal of rock/geotextile reinforcement as needed to build a stable crane and workover rig base adjacent to the well house, temporary barricades, signing, traffic control, protection of excavations and openings, protection of existing trees and shrubs, housekeeping, and repairs to existing school gravel, parking and street entrance surfaces at completion of the work. This item also Includes disposable tubing and fixtures for cementing operations, and any special Environmental or Safety provisions/precautions including an NDA Site/Project Specific HASP plan. Fire Protection will be as recommended and provided for in the National Drillers Association Safety Guide. Payment shall be full compensation for furnishing all tools, labor, materials including maintenance and all other items to provide, install and remove the incidental items as noted above or otherwise specified, including clean up and all other miscellaneous work required but not herein mentioned but inferred from the construction Contract Documents.

Item No. 104– PERMITS/REPORTING: Payment shall be made at the Contract Lump Sum for Permits/Reporting. Payment shall be full compensation for labor and administration for securing for all costs incurred to obtain all Contractor supplied permits, making weekly reports of progress/results in writing to be submitted directly to the ENGINEER, and submitting all required project close out documentation to both the SD DENR and ENGINEER as specified in the Contract Documents.

Item No. 105-- COILED TUBING SERVICES: Includes all labor and materials, tools, specialty equipment to perform these services- Complete.

Item No. 106— WELL CONTROL: Includes costs associated with bringing current well situation under control including leak detection, instrumentation, materials and tools for temporary packoffs, not part of other specific bid item costs.

Item No. 107-- WIRELINE SERVICES: Includes all costs associated with this specialty labor and equipment, including both perforating and logging, mobilization, travel, etc. for this Item Complete.

Item No. 108-- CEMENTING OPERATIONS: Includes costs associated with mix design, cement pumping and plugging OPERATIONS including incidental tools, misc. materials, complete.

Item No. 109-- RIG OPERATIONS SUPERVISION: Includes time and all costs associated with providing full-time Rig Supervision, verifiable on-site time only, complete.

Item No. 110-- CREW CHARGE: Includes workover crew labor costs and daily subsistence on-site time only. Travel time and subsistance during travel will be paid for under ITEM 101.

Item No. 111-- SUPPORT EQUIPMENT: Includes standby pumps and hoses, water supply lines and storage tanks and any other incidental tools, trucks or miscellaneous equipment (not covered by other specific bid items) in support of the work.

Item No. 112-- WORKOVER RIG: Includes time for use of workover rig after set up and assembly on-site time only. An 8-hour period of workover rig time is provided for standby during geophysical logging. Any other related labor/equipment support and transport expense associated with this item is included in Item 101 Above.

Item No. 113-- CRANE: Includes time for use of crane after set up and assembly on-site only--- any other related labor/equipment support and transport expense associated with this item is included in Item 101 Above.

Item No. 114—CEMENT GROUT: This may be defined as any cement-based grout material needed to successfully PLUG the well in accordance with SD DENR Requirements.

Item No. 115-- WEIGHT MATERIAL: All Misc. Materials needed for Well Control, BARITE, ETC.

Item No. 116-- LCM - COPOLYMER ADDITIVE: Any specialty additives that may be required for well control or plugging (as allowed and approved by SD DENR) including polymer type additives, etc. Note: LCM = Lost Circulation Material

Item No. 117-- DEMOLITION AND DISPOSAL: This Bid Item shall be paid at the Contract Lump Sum price for demolition and removal work of the existing well house, current contents and appurtenances as noted in the Plans and Specifications. Payment shall be full compensation for the demolition of the entire block building and pad, including contents of building, transport and landfilling of materials, capping of existing utilities including buried geothermal lines, removal of electrical service, etc. Partial payments of this bid item shall not be considered.

Item No. 118 – EROSION/SEDIMENT CONTROLS: This Bid Item shall be paid at the Contract Lump Sum price for installation and removal of approved temporary measures as indicated. This work includes implementing any provisions of permit terms, including but not limited to preventing the release of drilling fluids, gels or cements from the work site limits in accordance with the Plans and Specifications. Work shall include placement of sediment/erosion controls as necessary including silt basins, wattles, or silt fence, as required, installed and accepted by the ENGINEER to prevent sediment-ladened water from leaving the project site, removal and reclamation of all temporary measures. Payment shall be full compensation for dewatering and disposing of water, and for all labor, tools, equipment and materials required to complete this item in accordance with the Specifications and Drawings. Partial payments of this bid item shall not be considered.

Item No. 119 – RECLAMATION AND SEEDING: Reclamation and seeding shall be measured and paid at the Contract Unit Price per Acre acceptably revegetated, at the NW quadrant of Elm and Main Streets. Measurement shall be along and parallel to the ground surface and payment shall be to the nearest tenth ofan acre. Payment shall be full compensation for backfilling/compaction of building footprint area after building/foundation demolition, and finish grading to original conditions to stabilize the site all preparation, spreading and replacing topsoil, furnishing and applying seed, fertilizer, mulch, and for all labor, tools, equipment and materials, including water, required to complete this item in accordance with the Specifications. No separate measurement or payment shall be made for different types of seed, fertilizer and mulch, nor for different application methods used to complete this item.

END OF SECTION

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SECTION 00321 - BID SCHEDULE

PROJECT IDENTIFICATION:
GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

THIS BID IS SUBMITTED TO:

City of Midland, South Dakota
City Finance Officer
509 Main Street

Midland, SD 57552

The Items below shall have the definitions and descriptions found in Section 00310 Bid Descriptions. BIDDER shall fill in completely, including the estimated quantities for Items 105-116 as part of his proposal.

BID SCHEDULE 1 – WELL ABANDONMENT

Item	Description	Units	Estimated Quantity	Unit Price	Total Price
101	MOBILIZATION AND DEMOBILIZATION	LS	Lot		
102	BONDS/INSURANCE	LS	Lot		
103	INCIDENTAL WORK	LS	Lot		
104	PERMITS/REPORTING	LS	Lot		
105	COILED TUBING SERVICES	DAY	2		
106	WELL CONTROL	DAY	2		
107	WIRELINE SERVICES	DAY	2		
108	CEMENTING OPERATIONS	DAY	4		
109	RIG OPERATIONS SUPERVISION	DAY	10		
110	CREW CHARGE	DAY	10		
111	SUPPORT EQUIPMENT	DAY	10		
112	WORKOVER RIG	HOUR	60		
113	CRANE	HOUR	60		
114	CEMENT GROUT	LBS	50,000		
115	WEIGHT MATERIAL	LBS	32,000		
116	LCM COPOLYMER ADDITIVE	LBS	1250		
117	DEMOLITION AND DISPOSAL	LS	Lot		
118	EROSION/SEDIMENT CONTROLS	LS	Lot		
119	RECLAMATION AND SEEDING	LS	Lot		

TOTAL BID SCHEDULE (BASE BID)	

END OF SECTION

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PART C – STATE DISADVANTAGED/ MINORITY (DBE/MBE) AND WOMEN'S (WBE) BUSINESS ENTERPRISE ASSURANCE FORM

Project No. 1314-101 **County** Haakon

STATE POLICY CONCERNING DBE/MBE AND WBE OPPORTUNITY GOALS

It is the policy of the State of South Dakota that Disadvantaged/Minority Business Enterprises (DBE) and Women Business Enterprise (WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE and WBE requirements of 49 CFR Part 23 apply to this agreement.

CONTRACT GOALS

It is the goal of the State that DBE/MBE and WBE firms will contract for the following percentages of the total dollar amount of this contract:

Disadvantaged/Minority Business Enterprises (DBE/MBE) 4 %

Women's Business Enterprises (WBE) 2 %

PRIME CONTRACTOR DBE/MBE AND WBE OBLIGATIONS

The prime contractor bidding on projects financed in whole or in part with Federal funds through and for the State Community Development Block Grants program, agrees to ensure that Disadvantaged/Minority Business and Women Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with the Federal funds. The prime contractor shall not discriminate on the basis of race, color, national origin, or sex in the bidding process or the performance of contracts.

PRIME CONTRACTOR'S ASSURANCE OF COMPLIANCE

I, acting in my capacity as officer of the undersigned bidder, or bidders if a joint venture, hereby assure the State and the grantee that if awarded the contract on this project my company will provide DBE/WBE participation, with that participation being with Business Enterprises owned or controlled by disadvantaged/minorities or women as defined in Special Provisions for Disadvantaged/Minority Business Enterprises, in the following percentages:

Disadvantaged/Minority Business Enterprises (Anticipated) _____%

Women Business Enterprises (Anticipated) _____%

I have listed below the names of the DBE's, the Item No(s). or work description and the dollar value of subcontract work to be awarded.

INTENDED DBE/MBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract

Total Dollar Value of Proposed Subcontracts .....$_____

Contract Bid Total.....$_____

Percent of Contract Bid to be Subcontracted to DBE/MBE firms..... _____%

INTENDED WBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract

Total Dollar Value of Proposed Subcontracts .....$_____

Contract Bid Total.....$_____

Percent of Contract Bid to be Subcontracted to WBE firms..... _____%

DBE/MBE OR WBE SUBSTITUTION

I understand that if a DBE/MBE or WBE subcontractor is unable to perform successfully for any part of the intended work my company is required to make sufficient reasonable efforts to subcontract the work to an alternate DBE/MBE or WBE firm(s) and that I must document such efforts prior to subcontract approval.

WHEN THE DBE/MBE AND WBE PERCENTAGES ARE NOT MET

I understand that if the above percentages are less than the DBE/MBE or WBE participation goals shown under contract goals on page 49, I must establish that my company has made a good faith effort to solicit DBE/MBE or WBE participation by:

1. Identifying the actual percentage of DBE/WBE participation attained, including a list of DBE/WBE subcontractors and suppliers, the approximate dollar value of each subcontract or purchase order and the type of work each will be responsible to perform.

2. Documentation - certified letters and mail receipts, written correspondence or a written telephone log requesting bids from DBE/MBE and WBE firms.

3. Using the services and assistance of the certifying agencies listed on the back of the Minority Business Certification form.

4. If a bidder has rejected or considered as nonresponsive any DBE/WBE sub-bidder, a complete documented explanation must be provided to the owner/grantee.

_____ _____

Company **By: Name**

NOTE: Failure to list company name, sign, or submit all required documentation as stated herein shall render the bid null and void.

PART I – SUSPENDED OR DEBARRED CONTRACTORS CERTIFICATION

OMB Circular A-133 prohibits non-Federal agencies from awarding vendor contracts in excess of $100,000 or awarding any subrecipient contracts to organizations or principals who are suspended or debarred. In order to meet this compliance requirement, A-133 requires contractors who receive federal assistance from non-Federal agencies to certify that the organization is not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

THIS MUST BE COMPLETED PRIOR TO AWARDING BID

CERTFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The contractor certifies that neither the firm nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____ _____

Signature Date

_____

Typed Name and Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART J –
CONTRACTOR EXCISE TAX LICENSE

No public corporation may award any contract for the construction of any public improvement unless the contractor has a South Dakota Contractors' Excise Tax License.

PLEASE COMPLETE THE FOLLOWING:

1. Owner Name:_____
2. Business Name:_____
3. South Dakota Tax Permit Number:_____
4. If you applied for a Contractors' Excise Tax License but have not received the license, please list your federal identification number and date license applies for:

EIN_____ Application Date_____

I certify that to the best of my knowledge, the above information is accurate and complete.

_____

Contractor Signature Date

* *If the contractor indicates a license has been applied for but not received, please call the South Dakota Department of Revenue at 1-800-829-9288 to verify the status of the application.*

* *An application for a Contractors' Excise Tax License may be obtained from the South Dakota Department of Revenue's website www.state.sd.us/revenue or by calling 1800-829-9188.*

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTORS' BID

OMB Control No: _____ Approved: _____ Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	PROJECT NAME
ADDRESS	BID/PROPOSAL NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No

_____ Signature of Prime Contractor	_____ Date
_____ Print Name	_____ Title
_____ Signature of Subcontractor	_____ Date
_____ Print Name	_____ Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c)

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

'Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

PART G –
CERTIFICATION OF NONDISCRIMINATION

TO: _____
(EMPLOYEES OF CONTRACTORS)

The undersigned currently holds contract(s) with _____ (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, Section 202, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

> **Hiring, Placement, Upgrading, Transfer to Demotion, Recruitment, Advertising, Or Solicitation For Employment Training During Employment, Rates Of Pay Or Other Forms Of Compensation, Selection For Training Including Apprenticeship, Layoff Or Termination.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____
_____
_____

_____
(CONTRACTOR OR SUBCONTRACTOR)

_____
(DATE)

PART H – ELIMINATION OF SEGREGATED FACILITIES

Prior to the award of any nonexempt Government contract or subcontract or Federally assisted construction contract or subcontract, the Department or the applicant shall require the prospective prime contractor, and each prime contractor and subcontractor shall require each subcontractor to submit a certification, in the form approved by the Director, that the prospective prime contractor or subcontractor does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a similar certification in the form approved by the Director, prior to the award of any nonexempt subcontractor.

NONSEGREGATED FACILITIES CERTIFICATION

The contractor certifies that he does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a certification similar to this one, prior to the award of any nonexempt subcontract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federal assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors from specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

_____ _____

Signature Date

_____

Typed Name and Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Agreement, Bonds and Close Out Documents

Notice of Award

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and are awarded a Contract for _____ Project as described in the Drawings and Project Specifications for that Project.

The Contract Price of your Contract is _____

_____ Dollars ($_____). This Contract Price is based on the unit prices submitted with your Bid.

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award, that is by _____, 20____.

1. Deliver to the Owner _____ fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds and insurance) as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy to ENGINEER

AGREEMENT

This Agreement is between _____ (Owner)

and _____ (Contractor)

The Agency, as referenced in the General Conditions and elsewhere in the Contract Documents, is the South Dakota Department of Environment and Natural Resources.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

ARTICLE 3 - ENGINEER

The Project has been designed by Banner Associates, Inc., 409 22nd Ave. South, Brookings, South Dakota, 57006, Telephone No. (605) 692-6342, who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. Bidder agrees that the work will be substantially complete on or before November 30, 2014, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before December 20, 2014.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $725 for each day that expires after the time specified in Paragraph 4.02

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for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

The liquidated damages shall be deducted from the amount due or to become due the Contractor, and such payments or deductions shall not in any degree release the Contractor from further obligations and damages in respect to the fulfillment of the entire agreement or any right which the Owner may have to claim, sue for, or recover as compensation and damages for nonperformance of this agreement.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A. below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as stated in Contractor's Bid, attached hereto as an exhibit.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

Total of all estimated prices: _____

_____ ($ _____)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

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b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that in any manner may affect cost, progress, performance and furnishing of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, performance and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required, if any, by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site and assumes responsibility for the accurate location of said Underground Facilities. Contractor shall be responsible for any additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities that the Contractor determines will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph

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4.04 of the General Conditions.

G. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

H. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement (pages _____ to _____, inclusive).
2. Performance Bond (pages _____ to _____, inclusive).
3. Payment Bond (pages _____ to _____, inclusive).
4. General Conditions (pages _____ to _____, inclusive).
5. Supplementary Conditions (pages _____ to _____, inclusive and including Exhibit 1).
6. CDBG Special Provisions.
7. Specifications as listed in the Table of Contents of the Project Manual.
8. Drawings, consisting of _____ sheets with each sheet bearing the following general title "_____ _____".
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. Notice of Award (pages _____ to _____, inclusive).

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11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages _____ to _____, inclusive).

    b. Work Change Directives.

    c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. Owner and Contractor will furnish to each other such evidence as the other party or its counsel may reasonably request to demonstrate that this Agreement and related documents have been duly authorized, executed and delivered by the party providing such evidence, that such party has full power and authority to execute and deliver this Agreement and such related documents and to perform its obligations hereunder and thereunder, and that this Agreement and such related documents constitute valid and legally binding obligations of such party, enforceable against such party in accordance with their respective terms, conditions and provisions.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in _____ (Number of copies) each of which shall be deemed an original on the Effective Date of the Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)	License No.: _____ (Where applicable)
	Agent for service or process: _____
	_____
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:
As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____	By: _____
Date: _____	Title: _____

END OF AGREEMENT

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Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ _____.

Before you may start any Work at the Site, Paragraph **2.05.C** of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____

_____

_____

_____

Owner

Given by:

_____

Authorized Signature

_____

Title

_____

Date

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

If Contractor performs the Contract, Surety and Contractor have no obligation ler this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Respresentative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, ›ecutors, administrators, successors, and assigns to Owner to pay for labor, terials, and equipment furnished by Claimants for use in the performance of ..e Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
›rety Agency or Broker:
›wner's Representative (engineer or other party):

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☒ The following specified portions of the Work:

Well Abandonment and Building Demolition

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

WAIVER AND RELEASE OF LIEN

TO: _____(OWNER)

and

_____
CONTRACTOR

FROM: _____
name of manufacturer, material supplier, or subcontractor

PROJECT: _____

WHEREAS, the undersigned has furnished to CONTRACTOR the following (insert type of material and services furnished) for the above referenced Project:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA
WAIVER AND RELEASE OF LIEN

NOW, THEREFORE, the undersigned, for and in consideration of $ _____ and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all liens, or right to claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account said CONTRACTOR for said Project.

Dated this _____ day of _____, 20____.

FIRM: _____

Name of firm or person giving release

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing release was subscribed and sworn to before me this ____ of _____, 20____, by ___

_____

(as _____ of _____)

My Commission expires:

_____

Notary Public

Project Forms

LIST OF SUBCONTRACTORS AND SUPPLIERS

PROJECT: _____

BIDDER: _____

List all Subcontractors and Suppliers to be employed on the above Project. This list shall be submitted as required in Article 12 of the Instructions to Bidders and Article 7 of the Bid Form with such additional information as is required therein.

Work	Firm	Dollar Amount
Wireline Contractor		
Perforating/Cementing Contractor		
Coiled Tubing Services		
Demolition Work		
Sitework Contractor		
Reclamation, Seeding		

END OF SECTION

SECTION 00450
BIDDER'S STATEMENT OF QUALIFICATIONS

The apparent Successful Bidder (and other Bidder's, upon request) shall submit this form to Engineer within 48 hours after the bid opening. Bidder hereby certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Engineer and Owner reserve the right to request and receive other such information as may be required to enable an evaluation of the Bidder's qualifications to perform the Work under this project.

SUBMITTED TO:

City of Midland, South Dakota
City Finance Officer
509 Main Street
Midland, SD 57552

PROJECT IDENTIFICATION:

GEOTHERMAL WELL ABANDONMENT
MIDLAND, SOUTH DAKOTA

Submitted By: _____

Address: _____

1. State at least three projects your organization has completed in the past __10__ years which involved similar scope of Work covered by these Contract Documents (threshold required – see Section 00200 paragraphs 3.01, 3.02.A and .B). For these three projects, list the name of project, location, owner contact information and date of completion.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary).

2. List the experience, including the name of the person to be assigned as Project Manager or Project Superintendent to this Project: State at least three projects your proposed Project Manager or Project Superintendent has completed in the past __10__ years which involved similar scope of Work covered by these Contract Documents (threshold required – see Section 00200 paragraphs 3.01, 3.02.C.2). For these three projects, list the name of project, location, owner contact information and date of completion.

_____
_____
_____
_____
_____
_____
_____
_____
_____

_____

(Attach additional sheets if necessary).

3. Dated at _____ this _____ day of _____, 201____.

Legal Name of Organization: _____

By: _____
(Signature)

_____
(Name)

_____
(Title)

(Corporate Seal if a Corporation)

_____ being duly sworn, deposes and says that he/she is the _____ _____ of _____.

(Bidder's organization or Firm) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 201____.

Notary Public: _____

My Commission Expires: _____ day of _____, 201____.

END OF SECTION

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Contractor's Application for Payment No. ____

To (Owner):	Application Period:	Application Date:
Project:	From (Contractor):	Via (Engineer):
Owner's Contract No.:	Contract:	
	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE ..... $ ____
2. Net change by Change Orders ..... $ ____
3. Current Contract Price (Line 1 ± 2) ..... $ ____
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) ..... $ ____
5. RETAINAGE:
   a. X ____ Work Completed ..... $ ____
   b. X ____ Stored Material ..... $ ____
   c. Total Retainage (Line 5.a + Line 5.b) ..... $ ____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) ..... $ ____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... $ ____
8. AMOUNT DUE THIS APPLICATION ..... $ ____
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) ..... $ ____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ ____
(Line 8 or other - attach explanation of the other amount)

is recommended by: ____ ____
(Engineer) (Date)

Payment of: $ ____
(Line 8 or other - attach explanation of the other amount)

is approved by: ____ ____
(Owner) (Date)

Approved by: ____ ____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
	Totals										

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Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No._____ to No._____:	[Increase] [Decrease] from previously approved Change Orders No._____ to No._____:
	Substantial completion (days): _____
$_____	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Conditions of the Contract

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

and the

Construction Specification Institute

Knowledge for Creating and Sustaining the Built Environment

EJCDC C-710 Standard General Conditions of the Construction Contract, Funding Agency Edition
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Funding Agency Edition No. C-521 (2002 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001, 2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800, 2002 Edition).

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(800) 548-2723

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 6
1.01 Defined Terms 6
1.02 Terminology 9

Article 2 – Preliminary Matters 10
2.01 Delivery of Bonds and Evidence of Insurance 10
2.02 Copies of Documents 10
2.03 Commencement of Contract Times; Notice to Proceed 10
2.04 Starting the Work 10
2.05 Before Starting Construction 11
2.06 Preconstruction Conference 11
2.07 Initial Acceptance of Schedules 11

Article 3 – Contract Documents: Intent, Amending, Reuse 11
3.01 Intent 11
3.02 Reference Standards 12
3.03 Reporting and Resolving Discrepancies 12
3.04 Amending and Supplementing Contract Documents 12
3.05 Reuse of Documents 13
3.06 Electronic Data 13

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 13
4.01 Availability of Lands 13
4.02 Subsurface and Physical Conditions 14
4.03 Differing Subsurface or Physical Conditions 14
4.04 Underground Facilities 15
4.05 Reference Points 16
4.06 Hazardous Environmental Condition at Site 16

Article 5 – Bonds and Insurance 18
5.01 Performance, Payment, and Other Bonds 18
5.02 Licensed Sureties and Insurers 18
5.03 Certificates of Insurance 18
5.04 Contractor's Liability Insurance 18
5.05 Owner's Liability Insurance 19
5.06 Property Insurance 20
5.07 Waiver of Rights 21
5.08 Receipt and Application of Insurance Proceeds 21
5.09 Acceptance of Bonds and Insurance; Option to Replace 21
5.10 Partial Utilization, Acknowledgment of Property Insurer 22

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 26
6.08 Permits 26
6.09 Laws and Regulations 26
6.10 Taxes 27

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6.11 Use of Site and Other Areas 27
6.12 Record Documents 27
6.13 Safety and Protection 28
6.14 Safety Representative 28
6.15 Hazard Communication Programs 28
6.16 Emergencies 28
6.17 Shop Drawings and Samples 29
6.18 Continuing the Work 30
6.19 Contractor's General Warranty and Guarantee 30
6.20 Indemnification 31
6.21 Delegation of Professional Design Services 31

Article 7 – Other Work at the Site 32
7.01 Related Work at Site 32
7.02 Coordination 32
7.03 Legal Relationships 33

Article 8 – Owner's Responsibilities 33
8.01 Communications to Contractor 33
8.02 Replacement of Engineer 33
8.03 Furnish Data 33
8.04 Pay When Due 33
8.05 Lands and Easements; Reports and Tests 33
8.06 Insurance 33
8.07 Change Orders 33
8.08 Inspections, Tests, and Approvals 33
8.09 Limitations on Owner's Responsibilities 34
8.10 Undisclosed Hazardous Environmental Condition 34
8.11 Evidence of Financial Arrangements 34

Article 9 – Engineer's Status During Construction 34
9.01 Owner's Representative 34
9.02 Visits to Site 34
9.03 Project Representative 34
9.04 Authorized Variations in Work 35
9.05 Rejecting Defective Work 35
9.06 Shop Drawings, Change Orders and Payments 35
9.07 Determinations for Unit Price Work 35
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 35
9.09 Limitations on Engineer's Authority and Responsibilities 36

Article 10 – Changes in the Work; Claims 36
10.01 Authorized Changes in the Work 36
10.02 Unauthorized Changes in the Work 36
10.03 Execution of Change Orders 37
10.04 Notification to Surety 37
10.05 Claims 37

Article 11 – Cost of the Work; Allowances; Unit Price Work 38
11.01 Cost of the Work 38
11.02 Allowances 40
11.03 Unit Price Work 40

Article 12 – Change of Contract Price; Change of Contract Times 41
12.01 Change of Contract Price 41
12.02 Change of Contract Times 42
12.03 Delays 42

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Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 42
13.01 Notice of Defects 42
13.02 Access to Work 43
13.03 Tests and Inspections 43
13.04 Uncovering Work 43
13.05 Owner May Stop the Work 44
13.06 Correction or Removal of Defective Work 44
13.07 Correction Period 44
13.08 Acceptance of Defective Work 45
13.09 Owner May Correct Defective Work 45

Article 14 – Payments to Contractor and Completion 46
14.01 Schedule of Values 46
14.02 Progress Payments 46
14.03 Contractor's Warranty of Title 48
14.04 Substantial Completion 48
14.05 Partial Utilization 48
14.06 Final Inspection 49
14.07 Final Payment 49
14.08 Final Completion Delayed 50
14.09 Waiver of Claims 50

Article 15 – Suspension of Work and Termination 50
15.01 Owner May Suspend Work 50
15.02 Owner May Terminate for Cause 51
15.03 Owner May Terminate For Convenience 52
15.04 Contractor May Stop Work or Terminate 52

Article 16 – Dispute Resolution 52
16.01 Methods and Procedures 52

Article 17 – Miscellaneous 53
17.01 Giving Notice 53
17.02 Computation of Times 53
17.03 Cumulative Remedies 53
17.04 Survival of Obligations 53
17.05 Controlling Law 53
17.06 Headings 53

Article 18 – Federal Requirements 54
18.01 Agency Not a Party 54
18.02 Contract Approval 54
18.03 Conflict of Interest 54
18.04 Gratuities 54
18.05 Audit and Access to Records 54
18.06 Small, Minority and Women's Businesses 54
18.07 Anti-Kickback 55
18.08 Clean Air and Pollution Control Acts 55
18.09 State Energy Policy 55
18.10 Equal Opportunity Requirements 55
18.11 Restrictions on Lobbying 56
18.12 Environmental Requirements 56

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agency* – The Federal or state agency named as such in the Agreement.

3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

4. Application for Payment – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

7. *Bidder* – The individual or entity who submits a Bid directly to Owner.

8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).

9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

11. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

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14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.

17. *Cost of the Work* – See Paragraph 11.01.A for definition.

18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Engineer* – The individual or entity named as such in the Agreement.

21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

31. *PCBs* – Polychlorinated biphenyls.

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32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.

38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.

39. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

42. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

43. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

45. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.

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48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.

49. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

51. *Unit Price Work* – Work to be paid for on the basis of unit prices.

52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

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b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

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2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

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3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

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B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary

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for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data,

   b. locating all Underground Facilities shown or indicated in the Contract Documents,

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

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d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

   a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

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5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.

B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of

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non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees

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required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

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a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) will perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or

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substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

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6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

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6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

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1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

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D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

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7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

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9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

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D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

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10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

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E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee*: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an

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adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

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2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

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f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.

1. delays caused by or within the control of Contractor; or

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

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13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the

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Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

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ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

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b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;

   d. there are other items entitling Owner to a set-off against the amount recommended; or

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e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its

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intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner, Agency, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or

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Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be

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resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

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15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process hall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

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1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Agency Not a Party*

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 *Contract Approval*

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.

B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.

B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

A. For all negotiated contracts and negotiated modifications (except those of $10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever

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they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

A. If this Contract exceeds $100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

A. If this Contract exceeds $10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

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18.11 *Restrictions on Lobbying*

A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed $100,000 at any tier under a Federal loan that exceeds $150,000 or a Federal grant that exceeds $100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.

3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

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SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings assigned to them in the Standard General Conditions of the Construction Contract, Funding Agency Edition.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.2. Add the following language to the end of Paragraph 101.A.4:

The Agency for this project is the South Dakota Governor's Office for Economic Development (GOED).

SC-1.01.A.4. Add the following language to the end of Paragraph 1.01.A.4:

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.10. Add the following language to the end of Paragraph 1.01.A.10:

The Change Order form to be used on this project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

SC 3.03.B.2 Resolving Discrepancies

Add the following new paragraph immediately after Paragraph 3.03.B.1.b:

2. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Bid Form (including Bid Schedule, Bid Item Descriptions and other attachments), Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are knownto Owner.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.03 Add the following new paragraph immediately following paragraph 5.03.B of the General Conditions.

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C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

SC-5.04 Add the following new paragraphs immediately following paragraph 5.04.B of the General Conditions:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

1. Worker's Compensation and related coverages under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

(a) State: ..... Statutory
(b) Applicable Federal (e.g. Longshoreman's): ..... Statutory
(c) Employer's Liability: $500,000

In case any class of employees engaged in hazardous work under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate Employer's Liability Insurance for the protection of his employees not otherwise protected.

2. Comprehensive General Liability under paragraphs 5.04.A.3 through 5.04.A.6, and Contractual Liability under paragraph 5.04.B.4 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(a) Bodily Injury (including completed operations and products liability):
$1,000,000 ..... Each Occurrence
$2,000,000 ..... Annual Aggregate

Property Damage:
$1,000,000 ..... Each Occurrence
$2,000,000 ..... Annual Aggregate

(b) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages and shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property. This policy shall provide Broad Form Property Damage coverage.
Property Damage:
$500,000 ..... Each Occurrence
$1,000,000 ..... Annual Aggregate

(c) Personal Injury, with employment exclusion deleted:
$1,000,000 ..... Annual Aggregate

(d) Excess or Umbrella Liability
1) General Aggregate $5,000,000
2) Each Occurrence $5,000,000

3. Automobile Liability under 5.04.A.6 of the General Conditions:

Bodily Injury:

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$500,000 ..... Each Person
$1,000,000 ..... Each Occurrence

Property Damage:
$250,000 ..... Each Occurrence
or combined single limit of $1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4. of the General Conditions shall be provided by the Contractor as part of the Contractor's General Liability coverage.

SC-5.06 Contractor shall provide "all-risk" insurance in accordance with paragraph 5.06.A. of the General Conditions.

SC-6.02.A Add a new paragraph immediately after paragraph 6.02.A of the General Conditions which is to read as follows:

The Contractor shall be responsible for providing competent, suitably qualified personnel to perform the Work. If during the performance of the Work, the Owner determines that the Contractor has provided incompetent, unsuitably qualified personnel, the Owner shall notify the Contractor in writing and the Contractor shall replace said personnel immediately with competent, suitably qualified personnel.

SC-6.06 Add the following paragraph immediately following paragraph 6.06.G of the General Conditions:

H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.06.B Contractor is required to identify Subcontractors, Suppliers, individuals or entities he proposes to use on the project within 48 HOURS after receipt of the BID.

SC-6.08.A No building permit is required.

SC-6.17.D.3 Add the following sentence immediately after paragraph6.17.D.3 of the General Conditions which is to read as follows:

Shop Drawing review process and description is detailed in the General Requirements.

SC-6.17.E.1 Add the following sentence immediately after paragraph 6.17.E.1 of the General Conditions which is to read as follows:

Shop Drawing review process and description is detailed in the General Requirements.

SC 9.03.B Project Representative

Add the following new paragraphs immediately after Paragraph 9.03.A.

The Engineer will provide Resident Project Representative services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-500, 2008 Edition, as amended and executed for this specific Project.

SC-11.03 D Delete paragraph 11.03 D of the General Conditions in its entirety and substitute the following:

Quantities are not guaranteed. Final payment will be based on actual quantities measured by the ENGINEER. If the required quantities of the items listed above are increased or decreased by Change Order, the unit prices set forth above

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shall apply to such increased or decreased quantities unless the cumulative change is greater than 20 percent, at which point the Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05.

SC-12.03.A Delete the first sentence of paragraph 12.03.A of the General Conditions and insert the following in its place:

The Owner shall determine if an extension of time is warranted and the amount of time allowed for extension due to delays beyond the control of Contractor if a claim is made therefor as provided in paragraph 12.02.A.

SC-14.02.A.1 Delete the first sentence of paragraph 14.02.A.1 of the General Conditions as written and substitute the following sentence:

On or before the first business day of the month, but not more than once a month, Contractor shall submit Application for Payment to the Engineer for the work accomplished during the preceding calendar month for which progress payment is sought

SC-14.02.C.1 Delete paragraph 14.02.C.1 of the General Conditions as written and substitute the following:

1. Payment to Contractor will (subject to the provisions of paragraph 14.02.D.) become due withinten (10) working days after receipt by the Owner of payments from the Funding Agencies and will be paid by Owner to Contractor.

SC-17.07, 17.08 and 17.09 Add the following new paragraphs immediately after paragraph 17.06 of the General Conditions which are to read as follows:

SC-17.07 *Asbestos-Containing Materials Statement.* In accordance with the provisions of SDCL 34-44-8, all Bidders and Contractor's are hereby notified that this project does not involve asbestos-containing materials. Bidders are further instructed that no asbestos-containing materials are to be installed in this project.

SC-17.08 *Right of Entry to Qualified Personnel.* Qualified personnel of the Owner, Engineer; the S.D. Department of Environment and Natural Resources, and of the U.S. Environmental Protection Agency shall have unrestricted access to all parts of the work at all times.

SC-17.09 *MBE and WBE Requirements.* This project contains specific Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals as a contract requirement. Adherence to these requirements will be strictly enforced. See detailed paragraphs of the Advertisement for Bids, Information for Bidders, and the Government Documents of these contract documents for specific requirements.

SC-18.02.A Delete paragraph 18.02.A of the General Conditions in its entirety and substitute the following:

Owner and Contractor will furnish to each other such evidence as the other party or its counsel may reasonably request to demonstrate that this Agreement and related documents have been duly authorized, executed and delivered by the party providing such evidence, that such party has full power and authority to execute and deliver this Agreement and such related documents and to perform its obligations hereunder and thereunder, and that this Agreement and such related documents constitute valid and legally binding obligations of such party, enforceable against such party in accordance with their respective terms, conditions and provisions.

SC-18.13 Add the following Special Conditions (Attachments- CDBG Special Provisions and Wage Decision No.)

END OF SECTION

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General Decision Number: SD140009 01/03/2014 SD9

Superseded General Decision Number: SD20130009

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide.

Modification Number Publication Date

0 01/03/2014

* SUSD2013-001 08/16/2013

	Rates	Fringes
Carpenter/Form Builder.....	$ 21.82	
CONCRETE FINISHER.....	$ 20.81	
ELECTRICIAN.....	$ 21.84	
LABORER		
Group 1.....	$ 15.08	
Group 2.....	$ 16.78	
Group 3.....	$ 18.42	
Group 4.....	$ 20.81	

LABORER CLASSIFICATIONS:

GROUP 1: Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker, Materials Checker.

GROUP 2: Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping.

GROUP 3: Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.

GROUP 4: Grade Checker

PAINTER.....	$ 20.81	

POWER EQUIPMENT OPERATOR:

Group 1.....	$ 16.15
Group 2.....	$ 17.62
Group 3.....	$ 19.33
Group 4.....	$ 19.73
Group 5.....	$ 21.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachments); Self- Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer.

GROUP 2: Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/50 Ton Pneumatic Roller; Pneumatic Tire Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw.

GROUP 3: Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self-Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader; Rumble Strip Machine.

GROUP 4: Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck.

GROUP 5: Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 tons; Cranes/Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder.

TRUCK DRIVER

Group 1.....	$ 15.88
Group 2.....	$ 18.29

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with trailer.

GROUP 2: Semi-Tractor and Trailer; Tandem Truck with Pup.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e.,

Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL PROVISIONS

PART A – NONDISCRIMINATION IN EMPLOYMENT

Requirements for Contractor's Aggregate Work Force

The policy of the South Dakota Community Development Block Grant (HUD) program is to increase awareness of federal requirements for contracts and agreements awarded under CDBG (HUD) grants. This implements the OMB positive efforts standards, conforms to Presidential direction and outlines the requirements.

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of $10,000, to be performed in geographical areas designated by the Director pursuant to Subpart 60-4.6 of this part (See 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federally Equality Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for disadvantaged/minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are to be listed and made available in contractor's records.

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of disadvantaged/minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of disadvantaged/minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The

notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

_____

_____

(Insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any.)

THE WORKFORCE GOALS FOR THE PROJECT ARE:

Disadvantaged/Minority	.8 %
Women	6.9 %

EQUAL OPPORTUNITY CLAUSE AND EEO CONSTRUCTION CONTRACT SPECIFICATIONS

The following (1) Equal Opportunity Clause and (2) Equal Employment Opportunity Construction Contract Specifications are to be included in all Federally assisted construction contracts and subcontracts which are not exempt from its requirements.

1. EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY ASSISTED CONTRACT

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as provided by law.

G. The contractor will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administrating agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant further agrees that it will assist and cooperate actively with the Agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Agency in the discharge of its primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to the Order with a contractor debarred from or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Order and will carry out such sanctions and penalties for violation of the equal opportunity clause, as may be imposed upon contractors and subcontractors by the Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Agency may take any or all of the following actions: Cancel, terminate or suspend in whole or part this

grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

A. As used in these specifications:

1. "Covered area" means the geographical area described in solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. "Disadvantaged/minority" includes:

a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of the specifications and the Notice which contains the applicable goals for disadvantaged/minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the contract is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or

subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The contractor shall implement the specific affirmative action standards provided in these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of disadvantaged/minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to disadvantaged/minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of disadvantaged/minority and female recruitment sources, provide written notification to disadvantaged/minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each disadvantaged/minority and female off-the-street applicant and disadvantaged/ minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor,

this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a disadvantaged/minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet is obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under G(2) above.

6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all disadvantaged/minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these terms with on site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including disadvantaged/minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to disadvantaged/minority, female and community organizations, to schools with disadvantaged/minority and female students and to disadvantaged/minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present disadvantaged/minority and female employees to recruit other disadvantaged/minority persons and women and, where reasonable, provide after

school, summer and vacation employment to disadvantaged/minority and female youth both on the site and in other areas of a contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation of all disadvantaged/minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontractors from disadvantaged/minority and female construction contractors and suppliers, including circulation of solicitations to disadvantaged/minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (1 through 16 as stated above). The efforts of a contractor association, joint contractor - union, contractor - community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (1 through 16, as stated above), of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's disadvantaged/minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

I. A single goal for minorities and a separate single goal for women has been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all disadvantaged/minority groups, both male and female, and all women, both disadvantaged/minority and non-minority. Consequently, the contractor may be in violation of the Executive Order 11246 if a particular group is employed in a substantially disparate manner.

J. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

K. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

L. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.3.

N. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PART B – GUIDANCE FOR DISADVANTAGED/ MINORITY BUSINESS ENTERPRISE (DBE/MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) REQUIREMENTS

The policy of the South Dakota Community Development Block Grant program is to assure increased DBE/WBE participation in contracts and subcontracts awarded under HUD grants for construction. This conforms to Presidential direction, and furthers the requirements of Title VI of the Civil Rights Act of 1964. This guidance provides suggestions for carrying out affirmative steps required by HUD Regulation 24 CFR 85.36 (e)(2).

The State will assure opportunities for immediate participation of competent DBE(s)/WBE(s) in work performed under grants and promote the development of new minority firms through a variety of business arrangements.

This policy describes the minimum positive efforts that are required of Grantees, A&E Firms and Contractors. Use of the DBE/WBE goal-oriented system is a condition of all Community Development Block Grant for construction. This program should not be misconstrued as a mandatory set-aside policy.

At the time of Bid Opening the DBE(s)/WBE(s) must be certified. To be certified or to check on a certification, contact one or all of these agencies: Civil Rights Program, Department of Transportation, Phone: (605) 773-4906; Small Business Administration (SBA), Sioux Falls, Phone: (605) 330-4231; Bureau of Indian Affairs, Aberdeen, Phone: (605) 226-7426; Indian Health Services, Phone: (605) 226-7567; or your CDBG project administrator.

DEFINITIONS

1. DISADVANTAGED / MINORITY BUSINESS ENTERPRISE

A business, at least 51 percent of which is owned by minority group members who exercise actual day-to-day management and control of the business. (From this point on, whenever Minority is stated Disadvantaged/Minority is implied.)

2. MINORITY GROUP MEMBERS

Black Americans, Hispanic Americans, Asian Americans, American Indians, American Eskimos, American Aleuts, and Native Hawaiians and persons certified as socially and economically disadvantaged. (Bona Fide minority membership shall be established on the individual's proven claim that he or she is a member of a minority group and is so regarded by that particular minority community.)

3. WOMEN'S BUSINESS ENTERPRISE

A business which is an independent business concern which is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community property state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

4. QUALIFICATIONS FOR OWNERSHIP AND CONTROL

A. The minority or woman ownership's interest in the firm must be real, substantial and continuing. Such interest may include:

1. Risk of loss/share of profit commensurate with the proportional ownership; and

2. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.

B. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:

1. Authority to sign bids and contracts;

2. Making decisions in price negotiations;

3. Incurring liabilities for the firm;

4. Making final staffing decisions;

5. Policy-making; and

6. Making general company management decisions.

C. Only those firms performing a useful business function according to custom and practice in the industry are qualified as DBE's or WBE's. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a useful business function according to custom and practice in the industry.

5. RECIPIENT

A party receiving CDBG financial assistance pursuant to a grant or cooperative agreement.

6. PROJECT

The scope of work from which a cooperative agreement, grant agreement is awarded.

7. **BIDDER**

   A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.

8. **OFFEROR**

   A party seeking to obtain a contract with a recipient through a negotiation procurement process.

9. **DOCUMENTATION**

   A certified letter and receipt, written correspondence or written telephone log or required forms (whichever applies).

INFORMATION CONCERNING THE OVER ALL PROJECT DBE/MBE AND WBE GOALS

Bidders on this work will be required to comply with the President's Executive Orders No. 11246, as amended, 11625 as amended and 12138. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders shall submit a fully executed Minority Business Enterprise Assurance with their proposal, including any necessary documentation (See Page 49 of this Document). Failure to do so will render the bid null and void. The award of contract, if awarded, will be made to the lowest responsive, responsible bidder that is able to demonstrate that good faith efforts were made to meet or exceed the contract goals. Meeting or exceeding the contract goals shall conclusively establish that the bidder has made such good faith efforts.

The goal for minority business participation on this project is four (4) percent of the total dollar value of the job. The WBE goal is two (2) percent of the total dollar value of the job.

GRANTEE RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

The grantee has the primary responsibility as a condition of the grant award to insure that the requirements of the DBE/WBE policy are met. All applicants/grantees are required to take positive efforts to use DBE/WBE firms and shall document these efforts in writing. This is a precondition to the approval of the contract for construction and such documented information shall be made available to the State. Positive efforts include, at the minimum, the following:

1. Providing a source list of DBE/WBE firms to all prospective consultants or contractors as part of the bidding documents.

2. Making a list of plan holders of record available to minority-owned firms upon request.

3. Informing consulting firms of their DBE/WBE responsibilities and the DBE/WBE goal to be included in the construction contracts.

4. Contacting local and State Minority Business Development Agencies to inform them of the project and the goal set for DBE/WBE participation. Keeping them informed of pre-bid conferences, bid opening dates, and requesting their assistance when needed.

CONSULTING FIRM RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

All consulting firms are responsible for ensuring opportunity for all minority business enterprise participation at all phases of the project. Consulting firms play a key role in assisting the grantee and construction contractor in carrying out their DBE/WBE responsibilities. Consulting engineers shall document in writing their positive efforts. Positive efforts at a minimum will include:

1. Making plan holders aware of the DBE/WBE goals by publishing the goals in all bid notices, including bidding documents, where it is easily and quickly visible, and stating at any pre-bid and pre-award conferences that there are goals for DBE/WBE and the steps to be taken to meet the goal.

2. Keeping records of all awards and proposed awards of contracts to DBE's/WBE's, any contract changes and the names, addresses, dollar amounts, etc., of any DBE's/WBE's to be used on the projects.

NOTE:	**Approval of any construction contract will not be made until the DBE/WBE requirements have been met.**

PRIME CONTRACTOR RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

All prospective prime contractors are responsible for ensuring opportunity for DBE/WBE participation in the construction of South Dakota HUD-funded projects. Prospective prime contractors shall document in writing their positive efforts taken to meet the DBE/WBE goal and submit the documents (DBE/WBE Assurance form Part C of this document) prior to the time of bid opening with the sealed bid. Failure to do so may render the bid null and void. Minimum good faith efforts include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

5. Using the services and assistance of the agencies listed on the minority business certification form located at the end of this section.

ADDITIONAL PRIME CONTRACTOR RESPONSIBILITIES

In addition to the preceding, the prime contractor shall submit to the owner/grantee within ten (10) calendar days of the actual award of any DBE/WBE subcontract (or purchase order), data as to the DBE/WBE firm's name, address, type of work to be performed, contract amount, date of award and the Project Number.

INTERPRETATION OF GOAL PERCENTAGE ACHIEVED

The goal may be achieved and the bidder considered responsible, when a list of DBE/WBE contractors and suppliers, including the minimum dollar value of each contract, and the type of work each will be performing is submitted in writing with the bid prior to the time of the bid opening, with the sealed bid, and one or more of the following conditions is met:

1. The bidder is a joint venture, of which at least one member firm is a DBE/WBE and at least the contract goal percentage of the contract work will be performed by the DBE(s)/WBE(s). A copy of the joint venture agreement must be submitted to the owner/grantee within five (5) working days following bid opening. A joint venture consisting of minority and majority business enterprises, functioning as prime contractor, will be credited with minority participation on the basis of percentage of the dollar amount of the work to be performed by the DBE/WBE. For example, if a minority- majority joint venture proposes to perform 50% of a project quoted at $1,000,000 and 50% of the work is to be performed by the minority partner in the joint venture, minority participation will be credited as 25% of the work or $250,000.

2. Subcontracts or purchases totaling at least the contract goal percentage of the total contract work will be awarded to DBE(s)/WBE(s). This may be achieved through competitive or negotiated contracts. Deviation from the submitted list, which would result in reducing DBE/WBE participation, requires prior approval of the owner/grantee. Failure to receive prior approval will be considered a breach of contract and the contractor will be subject to the Non-Compliance Enforcement as outlined in this Attachment. A DBE/WBE bidder will be credited with minority participation for the portion of the contract which they perform and that portion subcontracted to minority firms. For example, if a DBE/WBE bidder proposes to perform a project quoted as $1,000,000 and subcontracts 25% to a majority firm and 25% to a minority firm, minority participation will be credited as 75% or $750,000.

3. Any combination of (1) and (2) as stated above meet the percentage goal for DBE/WBE participation.

STATE ASSISTANCE IN OBTAINING DBE/MBE AND WBE GOALS AND WITH COMPLIANCE

The CDBG program provides DBE/WBE assistance to all grantees, contractors, and consultants. This assistance may be obtained by contacting the Community Development Block Grant Program at 773-3301. Further DBE/WBE Assistance in South Dakota may be obtained at the following address:

Civil Rights Program
SD Department of Transportation
Pierre, South Dakota 57501-2586
Phone (605) 773-4906

STATE'S RESPONSIBILITY IN OBTAINING DBE/MBE AND WBE GOALS

The State will actively monitor contractors' and subcontractors' performance and will:

1. Provide contractors, A&E firms and grantees with names of minority-owned construction contractors and minority-owned supply and service firms upon request.

2. Review contract awards to evaluate the sufficiency of positive efforts made by the contractors.

3. Review and determine the adequacy of the positive efforts after the grantee has selected an apparent low bidder.

GRANTEE ENFORCEMENT OF NON-COMPLIANCE OF DBE/MBE AND WBE REQUIREMENTS

After an apparent low bidder has been selected, the grantee may request in writing, evidence of the legitimacy of the DBE/WBE firms used by the low bidder in meeting the goals. Such information should be submitted to the grantee within 10 days of the date the request was mailed. If such evidence is not submitted, or if upon review of the information submitted, the grantee determines that there is still a failure to objectively demonstrate positive efforts to meet the goals, the bidder may be found to be nonresponsive.

The grantee must also promptly advise the bidder or offeror, in writing, of the basis for the nonresponsive determination. The State, upon review of any proposed contract award, may request a grantee to take enforcement action. A finding of nonresponsiveness shall not prejudice the right of that bidder or offeror to submit bids or proposals on other CDBG-funded projects.

EXCEPTIONS

In limited situations, approval of a contract where a bidder or offeror has not demonstrated positive efforts may be justified. For example, where delay incident to resolicitation will cause substantial harm to the grantee, the State may concur in the recommended award where at least one of the following provisions is included in the contract:

1. Specific and defined positive efforts for DBE participation during contract performance;

2. A penalty, such as termination or agreed upon liquidated damages, for failure to undertake and complete these efforts; or

3. The withholding of progress payments until such time as the positive efforts requirements have been complied with to the satisfaction of the grantee.

POST AWARD CONTRACT COMPLIANCE

Consultants or contractors are required to execute and submit to the grantee, copies of all subcontracts with DBE/WBE, within ten (10) days after prime contract award, and from time to time, advise the grantee of the status of its compliance with appropriate requirements. In the event that a consultant or contractor fails to conform to its DBE/WBE obligation, it shall explain, in writing to the grantee the reasons. The grantee shall require corrective efforts by the consultant or contractor unless the consultant or contractor can demonstrate good cause for its inability to comply.

DBE/WBE (SUB)CONTRACTORS FAILURE TO PERFORM SUCCESSFULLY

If the prime contractor finds that a DBE/WBE (sub)contractor is unable to perform successfully, the contractor shall make sufficient reasonable efforts to replace the DBE/WBE with another DBE/WBE. All substitutions of DBE/WBE subcontractors shall be approved by the grantee.

STATE OR LOCAL LAWS

Nothing in this policy prevents a grantee from imposing more stringent DBE/WBE requirements on work procured under Community Development Block Grant grants, including procurement obligations which pertain to bid responsiveness, where provided for State or local law or ordinances.

PART C – STATE DISADVANTAGED/ MINORITY (DBE/MBE) AND WOMEN'S (WBE) BUSINESS ENTERPRISE ASSURANCE FORM

Project No. _____ **County** _____

STATE POLICY CONCERNING DBE/MBE AND WBE OPPORTUNITY GOALS

It is the policy of the State of South Dakota that Disadvantaged/Minority Business Enterprises (DBE) and Women Business Enterprise (WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE and WBE requirements of 49 CFR Part 23 apply to this agreement.

CONTRACT GOALS

It is the goal of the State that DBE/MBE and WBE firms will contract for the following percentages of the total dollar amount of this contract:

Disadvantaged/Minority Business Enterprises (DBE/MBE) (4)%

Women's Business Enterprises (WBE) (2)%

PRIME CONTRACTOR DBE/MBE AND WBE OBLIGATIONS

The prime contractor bidding on projects financed in whole or in part with Federal funds through and for the State Community Development Block Grants program, agrees to ensure that Disadvantaged/Minority Business and Women Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with the Federal funds. The prime contractor shall not discriminate on the basis of race, color, national origin, or sex in the bidding process or the performance of contracts.

PRIME CONTRACTOR'S ASSURANCE OF COMPLIANCE

I, acting in my capacity as officer of the undersigned bidder, or bidders if a joint venture, hereby assure the State and the grantee that if awarded the contract on this project my company will provide DBE/WBE participation, with that participation being with Business Enterprises owned or controlled by disadvantaged/minorities or women as defined in Special Provisions for Disadvantaged/Minority Business Enterprises, in the following percentages:

Disadvantaged/Minority Business Enterprises (Anticipated) _____%

Women Business Enterprises (Anticipated) _____%

I have listed below the names of the DBE's, the Item No(s). or work description and the dollar value of subcontract work to be awarded.

INTENDED DBE/MBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Proposed Subcontracts .....$_____

Contract Bid Total.....$_____

Percent of Contract Bid to be Subcontracted to DBE/MBE firms..... _____%

INTENDED WBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Proposed Subcontracts .....$_____

Contract Bid Total.....$_____

Percent of Contract Bid to be Subcontracted to WBE firms ..... _____%

DBE/MBE OR WBE SUBSTITUTION

I understand that if a DBE/MBE or WBE subcontractor is unable to perform successfully for any part of the intended work my company is required to make sufficient reasonable efforts to subcontract the work to an alternate DBE/MBE or WBE firm(s) and that I must document such efforts prior to subcontract approval.

WHEN THE DBE/MBE AND WBE PERCENTAGES ARE NOT MET

I understand that if the above percentages are less than the DBE/MBE or WBE participation goals shown under contract goals on page 49, I must establish that my company has made a good faith effort to solicit DBE/MBE or WBE participation by:

1. Identifying the actual percentage of DBE/WBE participation attained, including a list of DBE/WBE subcontractors and suppliers, the approximate dollar value of each subcontract or purchase order and the type of work each will be responsible to perform.

2. Documentation - certified letters and mail receipts, written correspondence or a written telephone log requesting bids from DBE/MBE and WBE firms.

3. Using the services and assistance of the certifying agencies listed on the back of the Minority Business Certification form.

4. If a bidder has rejected or considered as nonresponsive any DBE/WBE sub-bidder, a complete documented explanation must be provided to the owner/grantee.

_____ _____

Company **By: Name**

NOTE: Failure to list company name, sign, or submit all required documentation as stated herein shall render the bid null and void.

PART D – SECTION 3

Section 3 compliance reporting pertains to employees who are newly hired as a result of being awarded a contract which will be paid with HUD funds. Any entity receiving over $200,000 in HUD funding for construction related projects must comply with Section 3. Additionally, any of the recipients' contractors receiving contracts in excess of $100,000 must also comply. Compliance with Section 3 includes, but is not limited to the following:

- Notifying Section 3 residents of employment and training opportunities
- Notifying contractors and local governments of Section 3 requirements
- Facilitating training opportunities for Section 3 residents

Congress established Section 3 of the Housing and Urban Development Act of 1968, amended, to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing and community development assistance used for housing rehabilitation, lead hazard abatement, housing construction, and other public construction projects.

A Section 3 resident is defined as a resident of public housing or a low-moderate income person residing within the area benefiting from HUD assistance. Contractors on State CDBG projects can help themselves comply with Section 3 requirements by performing the following:

- Advertising job opportunities created in conjunction with the project through local media sources and South Dakota Department of Labor Field Offices.
- Keep accurate records of new hires associated with the project to include hours worked and if they are defined as Section 3 residents.
- Report all information at the end of the project.

A Section 3 business concern is either owned by a Section 3 resident or has a substantial number of Section 3 employees (30% of FTE, permanent position).

A final report will be required at the time the project is substantially complete. A reporting form is attached at the end of this section. Additional information regarding Section 3 follows on the next page.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (24 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Qualifying Form

Please use this form to determine if your new hire qualifies as a Section 3 resident. Additional copies may be obtained from the Project Administrator.

1. Currently lives in a public housing unit? ___Yes ___No

   If yes, HUD determines them to be a qualifying Section 3 resident. Sign below.

   If no, proceed to section 2.

2. Please complete the following to determine if current household income level qualifies them as a Section 3 resident. Contact the Project Administrator for current household income limits.

   Find the number of people in your household on the chart below. Check if current total household income (prior to being hired for this position) is above or below the amount listed.

Total people in household	Total household income limit	Above	Below
1			
2			
3			
4			
5			
6			
7			
8			

   If below, HUD considers them to be a qualifying area Section 3 resident. Sign below.

I certify the above to be true dated this _____day of _____, 20_____.

Name of new hire:_____ Signature:_____

Employer: Please retain this form for your records.

Section 3 Reporting Form

This form is to be completed at the time the project is substantially complete and returned to the Project Administrator. Prime contractors are responsible for getting this information from their sub-contractors. Additional copies may be obtained from the Project Administrator.

Contractor:	
Project:	
Location:	
Date of Substantial completion:	

1. As a result of being awarded this contract, did you hire any new employees? ___Yes ___No

   If yes, how many?_____ How many of these are defined as Section 3 residents?_____
   If no, proceed to question 4.

2. Please provide information about the job classifications of your new hires and hours worked in the following table:

Job Category	Total Hires	Section 3 Hires	Total Project Hours	All New Hire Hours	Section 3 Hours
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other:					

3. HUD has established a goal of 30% of new hires should be Section 3 residents. If you did not meet this goal, please explain why in the space below:

4. Did you award sub-contracts on this project? Yes No

If yes, go to question 5.
If no, go to question 7.

5. Please complete the following:

A. Total dollar amount of construction contracts awarded on this project
$_____

i. number of Section 3 business concerns receiving construction contracts _____

B. Total dollar amount of non-construction contracts awarded on this project
$_____

i. number of Section 3 business concerns receiving non-construction contracts _____

6. HUD has established a goal of at least 10% of the contracts awarded should be to Section 3 business concerns. If you did not meet this goal, please explain in the space below.

7. How did you attempt to recruit Section 3 employees and Section 3 business concerns? (Check all that apply.)

___ Advertise on local radio
___ Word of mouth
___ Post "Help Wanted" signs at the job site
___ Post "Help Wanted" signs in or near public housing
___ Advertise in local newspaper
___ Use Dept. of Labor services
___ Other:_____

I attest the above information to be true. Signed_____Date_____

2 of 2

PART E – LABOR STANDARDS

Contractors performing work on construction projects which have been provided grant assistance by the State of South Dakota must fulfill the requirements of the Labor Standards Provisions for federally assisted construction contracts. These standards are located at the end of this section.

WEEKLY CONTRACTOR PAYROLLS

Each week as work progresses, the contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein. Sample suggested payrolls may be obtained from the Owner of the CDBG office upon request. All weekly payrolls shall contain or have attached the following:

1. Name of each employee and last four digits of the social security number.
2. Classification of employees (same as shown on wage determination).
3. Rate of pay not less than that shown on the wage determination.
4. Hours worked each day and total for each week for each employee.
5. All deductions made.
6. Net amount paid to employee.
7. The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performs."

_____ _____

(Signature) (Title)

COMPLIANCE WITH THE COPELAND (ANTI-KICKBACK) ACT

The following anti-kickback statement must be submitted with each set of weekly payrolls:

"I, (name of signatory party), (title), do hereby state: That I pay or supervise the payment of the persons employed by (contractor or subcontractor) on the (work or building); that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in Regulations, Part 3 (CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; and 40 U.S.C. 276c), and described below: (Paragraph describing deductions, if any)"

(Signature) (Title)

All prime contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.

The Contractor shall make employment records available for inspection by authorized representatives of the State of South Dakota and the Department of Labor, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the Prime Contractor, including a copy of the payroll of each Subcontractor and they shall be preserved for a period of three years thereafter.

Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site on work in which the Federal government is to participate:

Principal Contractor _____

Project Name _____

Project No. SD _____

I, _____, as official representative of the above named principal contractor do hereby certify as follows:

☐ All Labor Standards Requirements have been fulfilled by principal contractor and all subcontractors under this contract; or

☐ There is an honest dispute regarding the required provisions.

Explanation: _____

(Signature) (Title)

In the event of a violation of the Labor Standards provisions of the contract by the Prime Contractor or any Subcontractor, the owner may, after notice to the Contractor, suspend further payments or proceed to terminate the contract as provided in the Labor Standards section of the Contract.

PART F –
FEDERAL LABOR STANDARDS PROVISIONS

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1 **Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29CFR Part 3), the full amount of wages and bona fide fringe benefits(or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **Payrolls and basic records**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)B of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set

out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.59(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. **Apprentices and trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or other wise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevail for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines

that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal and employment opportunity requirements of executive order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility**

(i). By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for

award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

2. **Violation: liability for unpaid wages: liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54,83 Stat.96).

3. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PART G – CERTIFICATION OF NONDISCRIMINATION

TO: _____
(EMPLOYEES OF CONTRACTORS)

The undersigned currently holds contract(s) with _____ (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, Section 202, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

> **Hiring, Placement, Upgrading, Transfer to Demotion, Recruitment, Advertising, Or Solicitation For Employment Training During Employment, Rates Of Pay Or Other Forms Of Compensation, Selection For Training Including Apprenticeship, Layoff Or Termination.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____
_____
_____

_____
(CONTRACTOR OR SUBCONTRACTOR)

_____
(DATE)

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PART H – ELIMINATION OF SEGREGATED FACILITIES

Prior to the award of any nonexempt Government contract or subcontract or Federally assisted construction contract or subcontract, the Department or the applicant shall require the prospective prime contractor, and each prime contractor and subcontractor shall require each subcontractor to submit a certification, in the form approved by the Director, that the prospective prime contractor or subcontractor does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a similar certification in the form approved by the Director, prior to the award of any nonexempt subcontractor.

NONSEGREGATED FACILITIES CERTIFICATION

The contractor certifies that he does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a certification similar to this one, prior to the award of any nonexempt subcontract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federal assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors from specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

_____ _____

Signature Date

_____

Typed Name and Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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PART I – SUSPENDED OR DEBARRED CONTRACTORS CERTIFICATION

OMB Circular A-133 prohibits non-Federal agencies from awarding vendor contracts in excess of $100,000 or awarding any subrecipient contracts to organizations or principals who are suspended or debarred. In order to meet this compliance requirement, A-133 requires contractors who receive federal assistance from non-Federal agencies to certify that the organization is not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

THIS MUST BE COMPLETED PRIOR TO AWARDING BID

CERTFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The contractor certifies that neither the firm nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____ _____

Signature Date

_____

Typed Name and Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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PART J –
CONTRACTOR EXCISE TAX LICENSE

No public corporation may award any contract for the construction of any public improvement unless the contractor has a South Dakota Contractors' Excise Tax License.

PLEASE COMPLETE THE FOLLOWING:

1. Owner Name:_____
2. Business Name:_____
3. South Dakota Tax Permit Number:_____
4. If you applied for a Contractors' Excise Tax License but have not received the license, please list your federal identification number and date license applies for:

EIN_____ Application Date_____

I certify that to the best of my knowledge, the above information is accurate and complete.

_____

Contractor Signature Date

* *If the contractor indicates a license has been applied for but not received, please call the South Dakota Department of Revenue at 1-800-829-9288 to verify the status of the application.*

* *An application for a Contractors' Excise Tax License may be obtained from the South Dakota Department of Revenue's website www.state.sd.us/revenue or by calling 1800-829-9188.*

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTORS' BID

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PART K – PAYMENTS TO CONTRACTORS

POLICY

It is State policy that prompt progress payments shall be made by grantees to prime contractors and by prime contractors to subcontractors and suppliers for eligible construction, material and equipment costs, including those of undelivered specifically manufactured equipment, incurred under a contract.

CONDITIONS OF PROGRESS PAYMENTS

For purposes of this section, progress payments are defined as follows:

1. Payments for work in place.

2. Payments for materials or equipment which have been delivered to the construction site, or which are stockpiled in the vicinity of the construction site, in accordance with the terms of the contract, when conditional or final acceptance is made by or for the grantee. It is the grantee's responsibility to assure that items for which progress payments have been made are adequately insured and are protected through appropriate security measures.

3. Payments for undelivered specifically manufactured items or equipment (excluding off-the-shelf or catalog items), as work thereon progresses. Such payments must be made if provisions therefore are included in the bid and contract documents. Such provisions may be included at the option of the grantee only when all of the following conditions exist:

   A. The equipment is so designated in the project specifications;

   B. The equipment to be specifically manufactured for the project could not be readily utilized on nor diverted to another job; and

   C. A fabrication period of more than six months is anticipated.

PROTECTION OF PROGRESS PAYMENTS MADE FOR SPECIFICALLY MANUFACTURED EQUIPMENT

The grantee will assure protection of the State's interest in progress payments made for items or equipment referred to in this section. This protection must be acceptable to the grantee and must take the form of: securities negotiable without recourse, condition or restrictions; progress payment bond; or an irrevocable letter of credit provided to the grantee through the prime contractor by the subcontractor or supplier.

CONTRACT PROVISIONS

Where applicable, appropriate provisions regarding progress payments must be included in each contract and subcontract. Grantees must use clauses acceptable to the State.

IMPLEMENTATION OF POLICY

The foregoing progress payments policy should be implemented in invitations for bids. If provision for progress payments is made subsequent to contract award, it must be for consideration which the grantee deems adequate.

RETENTION OF PROGRESS PAYMENTS

The grantee may retain a portion of the amount otherwise due the contractor. Except as state law otherwise provides, the amount retained by the grantee shall be limited to the following:

1. Withholding of 10 percent of the payment claimed until the work is 50 percent complete;

2. When work is 50 percent complete, the 10 percent retainage that has been withheld will continue to be held, however, the subsequent withholding can be reduced to 5 percent of the dollar value of work remaining;

3. When the work is substantially complete (operation or beneficial occupancy), the withholding percentage for subsequent payments can be further reduced to below 5 percent and the contractor can be paid the full previous retainage minus the value of any work remaining at the time of substantial completion. The contractor may be paid all retainage amounts when the grantee makes final payment on the project;

4. The grantee may reinstate up to 10 percent withholding if the grantee determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such withholding; and

5. The grantee may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the contractor in lieu of all or part of the cash retainage.

Appropriate provision to assure compliance with this policy must be included in the bid documents for such projects initially or by addendum prior to the bid submission date, and as a special condition in the grant agreement or in a grant amendment. For all previous active projects, the policy may be implemented by the grantee through contract amendment upon written request to the grantee by the contractor upon consideration which the grantee deems adequate.

LIQUIDATED DAMAGES

For each consecutive calendar day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the contract, the contractor will pay to the grantee any expenses incurred by it on account of said contractor requiring such additional time, which

expense shall include additional cost for Engineering, inspection and legal work caused by such delay. Such costs are not to be considered as penalties. A predetermined amount may be agreed upon prior to the signing of the contract.

The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the contracting authority's right to collect any additional damages which the contracting authority may sustain by failure of the contractor to carry out the terms of his contract.

The damages stipulated above are to be deducted from any monies due the contractor as liquidated damages for the loss to the grantee on account of the expense due to the employment of Engineers and their assistants and to any other expenses after the expiration of completion time set forth by the Engineer.

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PART L –
CONSTRUCTION PROGRESS SCHEDULES

SCHEDULE REQUIREMENTS

Prior to the first partial payment estimate, the contractor shall submit to the grantee, construction progress schedules showing the order in which it is proposed to carry on the work, including dates at which various parts of the work will start, estimated date of completion of each part, and, as applicable:

1. The dates at which special detail drawings will be required.

2. Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3. The contractor shall also submit a schedule of payments that it is anticipated will be earned during the course of the work. The payment schedule may be in conjunction with the progress chart or separately, if desired.

4. These schedules shall be updated on a monthly basis. The schedule shall be revised whenever actual progress varies by 10% or more and also when a time extension is granted.

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PART M –
WAGE DETERMINATION

CONTACT YOUR CDBG PROJECT ADMINISTRATOR FOR THE LATEST APPLICABLE WAGE DETERMINATION WHICH IS TO BE INSERTED HERE.

NOTE: Wage determination must be verified by the Grantee 10 days prior to opening of Bids, and if there are any modifications they shall be published in an addendum to the Bid Documents and sent to all perspective bidders.

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PART N – ACCESS

ACCESS TO PROJECT

The grantee must insure that representatives of the State will have access to the project work sites whenever it is in preparation or progress. The grantee must insure that a party to a subcontract will afford access to such project work sites.

ACCESS TO RECORDS AND DOCUMENTS

The grantee must provide proper facilities for such access and inspection. The grantee must allow the State agency, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, copies and transcriptions thereof. The grantee must insure that a party to a subcontract will afford access to such project documents and records.

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PART O – PROCUREMENT METHODS

This section describes the rules and procedures that must be followed when purchasing supplies, equipment, construction, and services in whole or in part with Community Development Block Grant funds. These requirements are established to ensure that materials and services are obtained efficiently and economically and in compliance with the provisions of applicable Federal law and executive orders. The objectives of these regulations are to assure that:

- Unnecessary or duplicate purchases are not made;
- Favorable prices for goods and services are obtained without sacrificing needed quality;
- Purchases are made on the basis of maximum open and free competition whenever possible; and
- National goals such as equal employment opportunity, stimulation of small and minority-owned businesses, and fair labor standards are encouraged through government purchases.

The requirements of procurement methods and contracts are delineated in 24 CFR Part 85 which is attached.

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Procurement Standards 24 CFR Part 85

(a) **States.** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) **Procurement standards.**

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only:

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) **Competition.**

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) **Methods of procurement to be followed:**

(1) **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $25,000 in the aggregate. If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources. (At least 3 sources)

(2) **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) **Procurement by noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

(f) **Contract cost and price.**

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed $25,000 and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed $25,000, specifies a "brand name" product; or

(iv) The proposed award over $25,000 is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than $25,000.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite

specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding $100,000, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) **Contract provisions.** A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts other than small purchases)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

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PART P –
ADDITIONAL LABOR FORMS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF LABOR RELATIONS

Report of Additional Classification and Wage Rate to Wage Determination Number: _____

*Trade Classification: _____

PROJECT NAME: _____ PROJECT NO. _____

Complete one of the following paragraphs A-D to document that the classification and wage rate are prevailing in the area for your type of construction.

A. As prime contractor I have surveyed the following contractors (in the area) and have found the classification of work at the following rates of pay and fringe benefits (where applicable):

Contractor/Location (City/State)	Base Rate	Fringe Benefits
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposed prevailing rate: _____ plus fringe benefit of _____

B. I am currently under a labor agreement and this classification has a base rate of _____ and fringe benefit of _____, according to our contract.

Copy of contract enclosed _____; copy of union contract has been provided your office _____.

C. I am not under a union agreement or the union agreement does not state the requested classification and rate proposed; however, the employee and/or his/her representative have agreed that this classification is prevailing and has the following prevailing base rate of _____ and fringe benefits of _____.

D. Attached are signed statements from the Secretary of the Trade Association representing contractors (e.g., AGC, ABC) and the Secretary of the Building Trades Council having jurisdiction (representing Labor), stating the classification is prevailing and the prevailing minimum wage rate.

❖ Additional classifications needed for work not included within the scope of the classifications listed in the DOL wage determination may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a)(1)(ii).

Employee _____

_____
(Signature of Employee)

_____
(Signature of Prime Contractor)

Date: _____

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

CDBG Project In Kind Time Sheet

Grantee _____

CDBG # _____

In Kind
Laborer Name _____ _____ _____ Week Ending _____
Last First M

Type of Work Performed	Sun Date	Mon	Tue	Wed	Thur	Fri	Sat	Total Hours	Wage Rate	Total Wages
Bricklayer										
Carpenter										
Electrician										
Laborer										
Painter										
Plumber										
Truck Driver										
Backhoe Driver										
Other _____										
Other _____										
Other _____										
									Total	

In Kind Laborer
Signature _____

Supervisor Signature _____

I hereby certify that the in kind labor did work to the equivalent of these wages

MINORITY BUSINESS CERTIFICATION FORM

Company Name

Mailing Address

Street Address

City State Zip Code

Telephone Number

Owner

Owner

Manager

Manager

Foreman

Number of Employees
Please check one:

- ☐ 1 – 9
- ☐ 10 – 24
- ☐ 25 – 49
- ☐ 50 – 99
- ☐ 100 - 199
- ☐ 200 & Above

Year Business Started

Tax ID

Type of Organization (check one)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

Certifying Agency
Please check one:

- ☐ SBA 8a
- ☐ South Dakota DOT
- ☐ BIA
- ☐ IHS
- ☐ Other (Please explain:)

To become certified, please contact one of the above mentioned agencies. Addresses and phone numbers can be found on the back of the page.

Minority Business Enterprises (MBE)
Please check one:

- ☐ American Indian
- ☐ Eskimo
- ☐ Aleut
- ☐ Black
- ☐ Puerto Rican
- ☐ Spanish-speaking Americans
- ☐ Hasidic Jew
- ☐ Asian Pacific American
- ☐ Asian Indian
- ☐ Women Business Enterprises (WBE)
- ☐ Disadvantaged Business Enterprises (DBE)

I certify the above mentioned information is true and correct to the best of my knowledge.

Subcontractor Date

Acceptance of DBE/WBE Certification does not constitute GOED approval of certification.

Governor's Office of Economic Development
711 E. Wells Pierre, SD 57501 (605) 773-3301

CERTIFYING AGENCIES

Small Business Administration
8a Program
101 S. Main, Suite 101
Sioux Falls, South Dakota 57102-0577
605-330-4231

Department of Transportation
Civil Rights Office
700 Broadway
Pierre, South Dakota 57501
605-773-4906

Bureau of Indian Affairs
Contracting Officer
Federal Building, Room 309
Aberdeen, South Dakota 57401
605-226-7567

Indian Health Services
Contracting Officer
Federal Building, Room 309
Aberdeen, South Dakota 57401
605-226-7567

Technical Specifications

SECTION 01 0000 - GENERAL REQUIREMENTS

PART 1 - SUMMARY OF THE WORK

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of Contract.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: GEOTHERMAL WELL ABANDONMENT

B. Project Location: Haakon County, Midland, SD

C. Owner: City of Midland, SD

D. Engineer: Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006

E. The Work consists of the following:

1. The Work to be performed under this Contract consists of abandonment and plugging of the existing geothermal well in accordance with South Dakota DENR requirements.
2. Demolition shall include the removal of the well house building and pad, plugging of buried lines, removal of above ground piping, and disposal.
3. Site Restoration and Seeding shall be performed at the conclusion of the work.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a unit price bid schedule.

1.5 CHARACTER OF WORK

A. It is intended that the Contract Documents include all items requisite and necessary to finish the entire work properly, even though every item necessarily involved may not be particularly mentioned. All work when finished shall be turned over to the Owner in complete and undamaged state. The work shall be executed in the best and most workmanlike manner by qualified and efficient mechanics, in strict accordance with the Contract Documents.

1.6 USE OF SITE

A. The Contractor shall confine operations to those areas indicated in the Contract Documents and permitted by law, ordinances and permits. The Contractor shall not unreasonably encumber the site with any materials or equipment, and shall not occupy sites without prior approval of the Owner.

1.7 USE OF COMPLETED PORTIONS - OWNER OCCUPANCY

A. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work. Such taking possession and use shall not be deemed as acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost or delays to the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

1.8 DRAWINGS

A. The Drawings, consisting of sheets dated, July 2014, are a part and parcel hereof, and wherever the word Contract appears herein, the same shall be held to include the Drawings.

1.9 SURVEYS

A. The Owner has not requested survey work from the Engineer. Any surveys required by the Contractor will be at the Contractor's expense.

1.10 PERMITTING

A. Contractor shall secure and follow all required local, state and federal permits required for the project.

PART 2 - PROGRESS AND PAYMENT

2.1 SCHEDULE OF PAYMENT:

A. Prior to submitting the first request for payment, the Contractor shall submit to the Engineer a schedule itemizing the various portions of the work aggregating any **unit price bid** scheduled Contract price. The schedule will constitute the format for the request for payment and shall provide sufficient detail for the Engineer to check and approve the Contractor's request for payment. As a minimum, the schedule shall have breakdowns for each area as delineated on the Drawings and/or as detailed in the Specification Divisions and Sections.

2.2 PROGRESS PAYMENTS

A. On or about the first day of each month the Contractor shall submit to the Engineer a request for payment for the work performed during the previous month. The request shall indicate the value of the work done including materials delivered for and stored on the site of the work. The Engineer shall check the request and recommend the amount of the payment to be made. Progress payments and retainage from the progress payments shall be made according to conditions outlined in the General Conditions which form

a part of these Specifications. Progress payments on materials and/or equipment installed shall not exceed 90% of aggregate contract price until approved Shop Drawings are received.

PART 3 - SUBMITTALS

3.1 SUBCONTRACTORS AND SUPPLIERS

A. Within 48 hours after receipt of BIDS, the Contractor shall submit to the Engineer a list, including names and addresses, of the subcontractors proposed to be used on the project and the suppliers of major equipment or material items.

3.2 CONSTRUCTION SCHEDULES

A. Within ten days after receipt of the Notice to Proceed, the Contractor shall submit to the Engineer a schedule showing the proposed progress of the construction. The schedule shall show the proposed starting and completion dates for the various stages of the construction and shall be prepared such that it can be used to plot actual progress against proposed progress. No progress payments will be made until the construction schedule is received.

3.3 "OR-EQUAL" PRODUCTS

A. Whenever in the Drawings or Specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal in every respect, then the Contractor must furnish the material, process or article specified or one that, in the opinion of the Engineer, is equal thereof in every respect, in conformance with Article 7, paragraph 7.04 of the General Conditions.

3.4 SHOP DRAWINGS AND SAMPLES

A. GENERAL

1. The Contractor shall submit **four (4)** copies of shop drawings and/or samples as required by these Specifications prior to incorporating the items contained into the work. The shop drawings shall be complete, including drawings, diagrams, illustrations, performance charts, brochures or other data necessary to demonstrate compliance of the item with the requirements of the Specifications. Samples shall represent the actual material or item to be furnished and shall include such necessary certification or documentation as to fully demonstrate compliance with the Specifications. Submittals for shop drawings and samples shall be as specified under the appropriate section for the item and/or as listed in the Appendix attached to this Section.

B. ENGINEER'S REVIEW

1. Engineer's review action stamp, appropriately completed, will appear on all shop drawings of Contractor when returned by Engineer.

2. Checking is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Drawings and Specifications. Contractor is responsible for: Dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.
3. Review status designations listed on Engineer's action stamp are defined as follows:
4. "No Exception Taken": Signifies equipment or material represented by the submittal conforms with the design concept and complies with the intent of the Contract Documents and can be incorporated into the Work. Contractor is to proceed with fabrication or procurement of the items and with related Work.
5. "Make Corrections Noted": Signifies equipment or materials represented by the submittal conforms with the design concept and complies with the intent of the Contract Documents and can be incorporated into the Work in accordance with Engineer's notations. Contractor is to proceed with the Work in accordance with Engineer's notations and is to submit a revised submittal responsive to notations marked on the returned submittal or written in the letter of transmittal.
6. "Revise and Resubmit": Signifies equipment or material represented by the submittal does not conform with the design concept or comply with the intent of the Contract Documents and cannot be incorporated into the Work. Contractor is to submit compliance submittals responsive to the Contract Documents.
7. "Submit Specified Item": Signifies submittals of such preliminary nature that a determination of conformance with the design concept or compliance with the intent of the Contract Documents must be deferred until additional information is furnished. Contractor is to submit such additional information to permit layout and related activities to proceed.
8. "For Reference Only": Signifies submittals which are for supplementary information only; pamphlets, general information sheets, catalog cuts, standard sheets, bulletins, and similar data, all of which are useful to Engineer and Owner in design, operation, or maintenance, but which by their nature do not constitute a basis for determining that items represented thereby conform with the design concept or comply with the intent of the Contract Documents. Engineer reviews such submittals for general content but not for substance.
9. "Distribution Copy": Signifies submittals which have been previously reviewed and are being distributed to Contractor, Owner, Resident Project Representative, and others for coordination and construction purposes.

PART 4 - TEMPORARY FACILITIES AND TRAFFIC CONTROLS

4.1 CONSTRUCTION AREA

A. The Contractor shall limit his construction operations to the areas indicated on the Drawings as construction areas. This shall include the operation and storage of equipment and the storage of materials for use on the project. The construction areas shall be maintained in a neat and orderly condition at all times.

4.2 SECURITY

A. The Contractor shall provide security as required at the site. It shall be the Contractor's responsibility to provide such additional security as may be required to protect the construction and any materials and/or equipment stored on the site.

4.3 ACCESS ROAD

A. Access roads or driveways within the project area shall be kept open and maintained in a passable condition at all times.

4.4 BARRICADES AND WARNING SIGNS

A. The Contractor shall provide, erect, and maintain necessary barricades, suitable and sufficient lights, danger signals, signs and traffic control devices. The Contractor shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by barricades. Obstructions shall be illuminated during hours of darkness. Warning signs shall be provided to control and direct traffic.

B. The Contractor shall erect warning signs in advance of the project where operations may interfere with the use of the road by traffic.

C. All traffic control devices and methods shall conform with the Manual on Uniform Traffic Control Devices for Streets and Highways issued by the United States Department of Transportation and adopted by the South Dakota Department of Transportation.

D. No separate measurement or payment will be made for traffic control.

4.5 RESTROOM FACILITIES

A. The Contractor shall provide a minimum of one portable restroom on site.

PART 5 - MATERIAL AND EQUIPMENT

5.1 STORAGE AND PROTECTION

A. The Contractor shall, at all times, carefully and properly protect all materials and equipment, both before and after being used on the job, and all work performed by him, and provide any special protection from weather deemed necessary without additional cost to the Owner. The Contractor shall coordinate with the Engineer for designating storage areas and for the requirements for storage and protection. Storage of materials and equipment shall be within the area designated on the Drawings as the Construction Area.

5.2 MATERIALS SOURCES

A. It shall be the responsibility of the Contractor to locate sources for all materials specified herein and for any other material or item required to produce or complete the materials and/or work specified. The Contractor shall bear all costs in connection with acquisition, transportation, preparation, fabrication and/or installation of the material or item in the final work.

PART 6 - CONSTRUCTION SEQUENCE

6.1 GENERAL

A. The construction sequence for the various aspects of the project must be scheduled and coordinated by the CONTRACTOR.

PART 7 - PROJECT CLOSEOUT

7.1 PROJECT RECORD DRAWINGS/LOGS

A. The Contractor shall keep one set of Plans and Specifications on the job, in good order, which shall be labeled "Record Copy". This set of Plans and Specifications shall be filed separately, kept clean and readable, and protected. Whenever changes and/or deviations from the original Contract Documents are made, the Contractor shall record such changes and deviations on the Record Copy and upon completion of the work shall certify and forward the Record Copy to the Engineer as "Construction Plans of Record Documents".

B. Final well abandonment notes and logs shall accompany the SD DENR Plugging Report. This shall be submitted to the ENGINEER in draft form, for review and comment, before a final copy is submitted, as required.

7.2 CLEAN-UP

A. Upon completion of the work, the Contractor shall clean up the construction site and all of the facilities constructed thereon in such a manner that the site and facilities will be acceptable to the Owner for placing the work in service. The clean-up shall include the removal of all debris and matter not intended to be left on the site or in or around the site facilities. All areas and facilities shall be thoroughly cleaned and all work specified shall be completed prior to final acceptance of the project.

7.3 ACCEPTANCE OF THE WORK

A. After clean-up of the completed job, a final inspection shall be conducted by the Engineer and the Contractor to ascertain that all items of the work are complete and in conformance with the requirements of the Contract Documents in all respects. In the event any discrepancies are found in the work, these discrepancies shall be rectified prior to acceptance of the work. At such time as all items of the work, including clean-up of the work, are acceptable to the Engineer and the Owner, the Contractor shall be so notified in writing and the period of posting and publication prior to final payment shall begin.

7.4 COMPLETION OF THE WORK

A. The Contractor shall begin and complete the work within the times stated in the **Contract.** The capacity of the Contractor's construction plan and the forces employed shall be such as to insure the completion of the work within the specified period of time. The damages that may result from any delay in completion of the work by the time agreed upon will be difficult to ascertain. If the work, or any part of it, is not completed on or before the date fixed for its completion by terms of the Contract, the Contractor shall pay the Owner liquidated damages in the amount as determined by the terms of the Contract.

7.5 GUARANTEE AND COMPLETION OF THE CONTRACT

A. All work under this Contract will have a normal one year warranty after the date specified in the Certificate of Substantial Completion and/or the date of final acceptance by the Owner.

B. During the warranty period, the Contractor shall be responsible for all repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner, shall become necessary during such period. If, within ten days after the mailing of a notice in writing to the Contractor or his agent, the said Contractor shall neglect to make, or undertake with due diligence, to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; providing however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof. The terms of the Contract shall not be deemed to be completed until such time that the warranty period has ended and any remedial action required by the warranty has been performed by the Contractor. The Contractor's performance and payment bond shall remain in full force until such completion of the Contract.

APPENDIX A

ITEMS REQUIRING PRIOR APPROVAL

Section 01 1100	Storm Water Site Protection Plan
Section 01 7113	Site Barricade/Fencing Plan

APPENDIX B

ITEMS REQUIRING SHOP DRAWING SUBMITTALS

SECTION 01 0000 GENERAL REQUIREMENTS (WELL CLOSURE LOGS AND REPORTS)

END OF SECTION 01 0000

SECTION 01 1100 - ENVIRONMENTAL QUALITY PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

This Section includes the following:

a. Cleanup and Disposal of Waste Materials
b. Prevention of Water Pollution

1.2 RELATED REQUIREMENTS

Section 01 0000	General Requirements
Section 01 1400	Coordination

1.3 COST

The cost of all work required by this Section shall be included in the prices bid in the schedule for other items of work.

1.4 SHOP DRAWINGS

Shop Drawing and other information shall be submitted in accordance with Section 01 0000.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 CLEANUP AND DISPOSAL OF WASTE MATERIALS

A. General - The CONTRACTOR shall at all times keep the construction area, including storage areas used by them, free from accumulations of waste materials, litter, or rubbish.

Waste material disposal shall consist of furnishing all equipment, materials and manpower required and of performing all operations required for disposing of all materials from required excavation which are unsuitable for, or which are not required for construction, including excess soils.

Prior to completion of the work, the CONTRACTOR shall remove from the vicinity of the work all plant facilities, buildings, rubbish, unused materials, concrete forms, and other like material, belonging to them or used by them during construction. All work areas shall be graded and left in a neat manner conforming to the natural or original appearance of the landscape.

ENGINEER shall have the right to determine what is or is not waste material or rubbish and the manner and place of disposal of same. On or before the completion of the work, CONTRACTOR shall carefully clean out all pits, pipes, chambers, or conduits and structures, and shall tear down and remove all temporary structures.

Final payment under the Contract will not be made until final inspection of the project site has been completed by the OWNER, appropriate Federal agency(ies), and ENGINEER, and the site is found to be acceptably clean.

CONTRACTOR shall comply with State land, air and water quality rules and regulations and all applicable local, State and Federal laws and regulations pertaining to disposal of waste materials.

B. Disposal of Excess Soil Materials – Excess soils materials that can not be incorporated into the trench, road embankments or other project grading features shall be disposed of offsite by CONTRACTOR. Disposal of excess soil materials shall be in accordance with SD DENR requirements.

C. Disposal of Other Materials - Waste materials including demolished concrete rubble, metal pipe, reinforcing steel and mesh, and other inert, construction-generated materials shall be disposed of by the CONTRACTOR at an approved and permitted off-site rubble pit.

Non-hazardous waste materials (defined as materials other than earthfill materials including, but not restricted to demolition debris, form lumber, refuse, garbage, grout, paper and cardboard, sanitary wastes, and industrial wastes not defined as hazardous), shall be disposed of by the CONTRACTOR off site at an RCRA Subtitle D-approved and permitted sanitary landfill.

Disposal of hazardous waste material ("hazardous" as defined by 40 CFR 261; Federal Standard 313, as amended), including contaminated soils and absorbent materials, and oil and other petroleum products, in all instances shall be made in licensed locations and in compliance with Federal laws, for the type of waste material being disposed of. The ENGINEER may require proof of disposal of hazardous waste materials at a permitted and approved location.

The CONTRACTOR shall not dispose of waste in any publicly-owned sanitary landfill without first obtaining written verification from appropriate public officials that the proposed use of the public sanitary landfill by CONTRACTOR is satisfactory. A copy of this written verification shall be provided to ENGINEER prior to use of the landfill. The CONTRACTOR shall pay any fees or charges required for use of landfills.

Disposal of any construction material, other than excess soil materials, by burying will not be permitted on the project site.

Disposal of material by burning will not be permitted on the project site.

3.2 PREVENTION OF WATER POLLUTION

A. General - The CONTRACTOR shall be solely responsible to acquire all required permits with regard to trench and construction activity dewatering, discharge or treatment of waters from dewatering and other construction activities. CONTRACTOR shall also be solely responsible to prepare and acquire all necessary plans, programs and permits with regard to storm water pollution prevention.

B. CONTRACTOR is solely responsible for acquiring, paying all fees and payments with regard to obtaining, implementing, complying with, and reporting in accordance with such permits.

C. CONTRACTOR is solely responsible to pay for any fines, or other repercussions (financial or otherwise) related to failure to comply with such permits.

END OF SECTION

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SECTION 01 1400 – COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

This section includes administrative and supervisory requirements of theCONTRACTOR for coordinating demolition/abandonment operations.

1.2 COORDINATION

General – The CONTRACTOR shall coordinate construction operations to assure efficient and orderly installation of each phase of the work. Notify each party involved of upcoming operations, special procedures, meetings, permit requirements, etc. to minimize conflicts and work lapses. If one subcontractor's work is delaying another's work, CONTRACTOR shall direct such changes as are necessary for those involved to mutually agree on schedule changes in the best interest of work progress.

1.3 PRECONSTRUCTION MEETING

A Preconstruction Meeting will be held prior to mobilization to the project site. CONTRACTOR SHALL SUBMIT HIS PROPOSED WORK PLAN TO THE ENGINEER FOR REVIEW A MINIMUM OF 7 DAYS PRIOR TO THIS MEETING. There shall be in attendance the CONTRACTOR's key personnel, principal subcontractor and supplier representatives, the ENGINEER, RPR, OWNER, and representatives from the State DENR AND GOED Office. Representatives from affected utility companies will also be asked to participate in the preconstruction meeting. The purpose of the meeting will be to:

a. Review responsibilities and personnel assignments,
b. Review key Project start-up submittals,
c. Discuss access, mobilization, and start-up activities,
d. Review a preliminary progress schedule prepared by the CONTRACTOR,
e. Discuss critical work sequencing,
f. Discuss requirements and conditions of operations in the roads right-of-way, School or County and/or Township rights-of-way, railroad right-of-way (if any),
g. Discuss requirements and conditions of permanent and temporary easements,
h. Special requirements of utility companies, and
i. Outline administrative procedures relating to submittals, changes, and pay requests, etc.

1.4 COORDINATION CONFERENCES

A. General – A coordination conference shall be held at least bi-weekly (once every two weeks) while CONTRACTOR is on site and at other times requested by OWNER or ENGINEER. CONTRACTOR, OWNER, ENGINEER and others shall be represented at each conference.

B. Attendees – In addition to representatives of the OWNER and ENGINEER, and only upon request of the ENGINEER, subcontractors, suppliers, or other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. CONTRACTOR may at his discretion request attendance by representatives of his suppliers, manufacturers, and other subcontractors. All participants at the meetings shall be familiar with the project and authorized to conclude matters relating to the work.

C. Agenda – ENGINEER shall develop an agenda that includes review items carried over from previous meetings and other items of significance that could affect progress.CONTRACTOR shall submit to ENGINEER proposed agenda items at least twenty-four (24) hours in advance of each scheduled coordination conference. The agenda shall include topics for discussion as appropriate to the status of the project:

1. CONTRACTOR's Progress Schedule Update - CONTRACTOR shall submit a schedule for work anticipated during the next weeks (including all subcontractor work) and shall be prepared to discuss the current work progress report as well as any anticipated future changes to the schedule. Format of all submittals submitted for these conferences shall be subject to approval by the ENGINEER. CONTRACTOR shall be responsible to coordinate with each subcontractor and supplier in order to assure their current progress or future anticipated schedules are compatible with CONTRACTOR's work. CONTRACTOR shall review progress since the last meeting and identify and discuss critical path work activities as they relate to the overall Schedule. If applicable, propose how work that is behind schedule will be expedited and secure commitments from parties involved to do so. Discuss whether schedule adjustments are required so that current or subsequent activities will be completed within the Contract Time.

2. Needs - The attendees will review the present and future needs of each entity present, including timing and sequencing, submittal status, change order status, deliveries, status of off-site fabrications, hours of work, use of site and facilities, etc. Discuss day-to-day activities as they relate to housekeeping, coordination and other items.

D. Minutes – ENGINEER shall be responsible to prepare minutes of all coordination conferences and will distribute said minutes to the CONTRACTOR and OWNER in a timely manner. Upon receipt of the coordination conference minutes, CONTRACTOR shall review these minutes, as well as ENGINEER and OWNER, and submit any revisions in writing to the ENGINEER within seven (7) days of the receipt of said minutes. Unless exception is taken to the minutes within the seven (7) day review period, they will stand as an accurate representation of discussions and proceedings of the coordination conference.

E. Progress Schedule Update – The CONTRACTOR shall revise their Progress Schedule after each coordination conference where revisions to the schedule have been made or recognized or at other times as may be necessary. Issue the revised progress schedule in accordance with Section 01 0000 – General Requirements.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 7113 – MOBILIZATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. This item shall consist of preparatory work and operations, including, but not limited to the necessary movement of personnel, equipment, and incidentals to and from the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; and for work and operations which must be performed, and for cost incurred before starting work on the various contract items on the project site.

1.3 STANDARD SPECIFICATIONS REFERENCE

A. The work to be performed under this Contract shall be governed by the referenced plans and specifications as though printed in full with these Contract Documents.

B. Any reference to State, State of South Dakota, or City of Midland with regard to work or services to be completed or furnished shall be taken to mean the **City of Midland, SD** herein referred to as Owner, for purposes of this project.

C. Any reference to the Engineer shall mean the firm of Banner Assoc. Inc., Consulting Engineers, Brookings, South Dakota, for the purpose of this project.

PART 2 - BASIS OF PAYMENT

2.1 Payment shall be made at the Contract Lump sum price for "Mobilization", as stipulated in the Bid, which price and payment shall be considered full compensation for all mobilization and/or re-mobilization costs. Partial payments for mobilization shall be made in accordance with SDDOT Standard Specifications for Roads and Bridges, current Edition, **Section 9.10 – Mobilization.**

END OF SECTION 01 7113

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SECTION 02 2416 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of existing well house building and slab.
2. Removing above grade piping, and below-grade construction including footings.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by Owner.
5. Erosion Control.
6. Backfilling and compacting with material from approved borrow area.
7. Restoration with top soiling and reseeding with approved materials.

B. Related Sections:

1. Section 01 0000 "General Requirements" for use of the premises and phasing requirements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS

A. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.

B. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

C. Landfill Records: Indicate receipt and acceptance of wastes by a landfill facility licensed to accept non-hazardous wastes. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for dust control.
6. Review and mark items to be salvaged and returned to Owner.

1.7 PROJECT CONDITIONS

A. Structures to be demolished will be vacated and their use discontinued before start of the Work.

B. Owner assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
2. Before building demolition, Owner will remove the following items:

a. None.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Section.

PART 3 - EXECUTION

3.1 DEMOLITION CONTRACTOR

A. Demolition Contractor:

1. 5 years previous work experience (min.).

3.2 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

D. Retain paragraph below if hazardous-material remediation is part of the Work of this Contract.

E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.3 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Cut off pipe or conduit a minimum of 48 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

B. Existing Utilities: See plumbing and electrical Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

C. Salvaged Items: Comply with the following:

1. Clean salvaged items of dirt and demolition debris.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.4 DEMOLITION, GENERAL

A. General: Demolish and remove indicated buildings and contents including, buried piping and air vac vaults completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and after flame cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Safety Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.

C. Site Access and Temporary Controls:

1. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

D. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

A. Proceed with demolition of structural framing members systematically, from higher to lower level.

B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

C. Salvage: Items to be removed and salvaged are indicated below:
1. _____

D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

E. Existing Outside Concrete: Remove existing slabs on grade and retaining walls.

F. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for existing construction. Cap and abandon utilities outside this area.

3.6 SITE RESTORATION

A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 312300 "Earth Moving." Pulverized concrete shall not be used for backfill.

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and legally dispose of them in an SD DENR approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent gravel roadway of dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

3.9 RESTORATION

A. Re-topsoil all disturbed areas and prepare for re-seeding operations.

B. Perform re-seeding.

C. Maintain and remove erosion control items until 80% germination (permanent) has been achieved.

D. Contraction shall request final inspection and payment once all areas have been permanently stabilized.

END OF SECTION 02 2416

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APPENDIX A

South Dakota Well Plugging
* Rules
* Reporting

South Dakota Well Abandonment Requirements

74:02:04:67. Requirements for plugging wells or test holes completed into confined aquifers or encountering more than one aquifer. All abandoned or forfeited wells or test holes that are completed into confined aquifers or that encounter more than one aquifer must be plugged with bentonite grout if the weight of the bentonite grout column is sufficient to overcome the bottom hole pressure or must be plugged with cement grout placed from the bottom of the well or hole to within eight feet of the ground surface. Cement grout must be placed from eight feet below ground surface to within three feet of the ground surface. The top three feet may be filled with native material. If a pipe cannot be lowered inside the well casing to place grout from the bottom to the top, the well may be plugged by making a tight connection to the top of the casing and pumping a volume of cement grout, sufficient to fill the well, under pressure into the well. Bentonite grout may not be used if the well must be plugged by making a tight connection to the top of the casing and pumping the grout in under pressure. If it cannot be verified that a well's casing was grouted in accordance with this chapter, an effort must be made to plug the annulus from the bottom of the annulus up to the ground surface with the same type of material or materials required for plugging inside the casing.

Source: 12 SDR 50, effective September 29, 1985; 13 SDR 129, 13 SDR 141, effective July 1, 1987; 18 SDR 224, effective July 16, 1992.

General Authority: SDCL 46-2-5, 46-6-6.1, 46-6-9, 46-6-20, 46-6-27.

Law Implemented: SDCL 46-2-9, 46-6-6.1, 46-6-10, 46-6-14, 46-6-18, 46-6-20, 46-6-27, 46-6-28.

Note: Bentonite manufactured for use as a drilling fluid does not meet the requirements for bentonite grout. Bentonite grout may be used to plug wells at depths greater than eight feet. The driller should be aware of the limitations inherent in bentonite grout. The low density of bentonite grout may make it inappropriate for use as a plug when higher hydrostatic pressure is required.

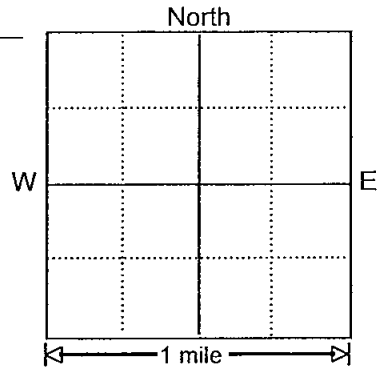
SD EForm - 1622LD V1

SOUTH DAKOTA WELL AND TEST HOLE PLUGGING REPORT 11- 02

Location ____ ¼ ____ ¼ Sec ____ Twp ____ Rg ____

County ____

Please mark well location with an "X"



Well Owner:

Name: ____

Address: ____

City, State, Zip: ____

Comments:

Plugging Completion Date ____

CHECK APPROPRIATE BOX

EXISTING WELL ☐	TEST HOLE ☐
Well depth ____	Hole depth ____
Casing material ____	Hole size ____
Casing size(s) ____	
Casing condition ____	

Describe plugging procedure:

Describe grout or plugging material:

Type of non-slip plug: ____

This well or test hole was plugged under license # ____ and this report is true and accurate.

Drilling firm: ____

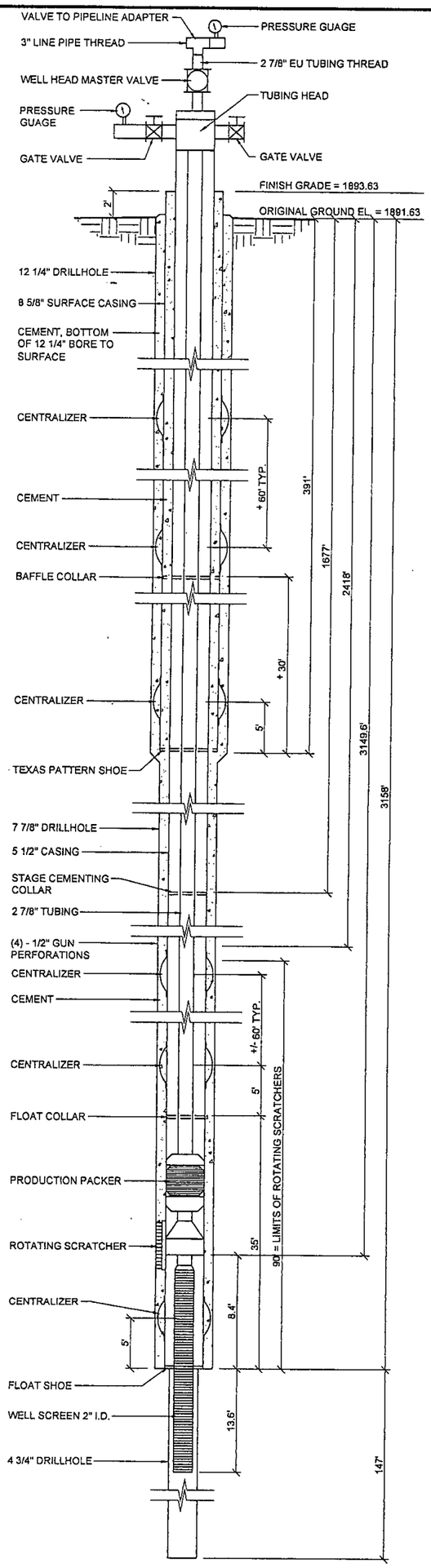
Signature of Licensed Representative: ____

Signature of Well Owner: ____

Date: ____

APPENDIX B

EXISTING WELL CROSS SECTION



SECTION - ARTESIAN WELL

SCALE : NONE

RECORD PRINT
INFORMATION ONLY

NOTE:
INFO TAKEN FROM FINAL REPORT, MIDLAND WELL No. 3, MIDLAND, SD AUG. 22, 1969.

BANNER
Engineering | Architecture | Surveying

730 South Street, Suite 201
Rapid City, South Dakota 57701
1-855-323-6342
www.bannerassociates.com

Designing Projects, Building Trust

CONSULTANTS:

PROJECT TITLE :

EXISTING
MIDLAND
ARTESIAN
WELL No. 3

PROJECT LOCATION :
MIDLAND,
SOUTH DAKOTA

REV.	DATE	DESCRIPTION

DRAWN BY: S.A.N.
DESIGNED BY: D.G.O.
CHECKED BY: D.G.O.
JOB NO : 21846.00
DATE : MAY, 2014

0 1/2" 1"
SCALE REDUCTION BAR

SHEET TITLE :

WELL
SECTION

SHEET NO. :
1

APPENDIX C

FINISHED WELL REPORT

MAR 2 6 2014

BANNER ASSOCIATES, INC.

CONSULTING ENGINEERS & ARCHITECTS

Deadwood Avenue, P.O. Box 1140, Rapid City, South Dakota 57701 Telephone 605/343-0222

MIDLAND WELL NO. 3
MIDLAND, SOUTH DAKOTA

Final Report, Well Records & Maintenance Instructions

Final Report
Midland Well No. 3
Midland, South Dakota

To: Town of Midland South Dakota

From: J. T. Banner & Associates, Inc.
Rapid City, South Dakota

Date: August 22, 1969

I. GENERAL

Bids were opened on April 1, 1969, and the following bids were received:

1.	Varner Well & Pump. Co.	$74,970.00
2.	Exeter Drilling Co.	$79.399.00
3.	Brinkerhoff Drilling Co.	$99,101.50

Financing was provided by an F.H.A. loan in the amount of $80,000.00 and the contract was signed with Varner on April 30, 1969, and a notice to proceed was issued on May 29, 1969.

The Contractor began his mobilization June 2, 1969, and his rig and equipment arrived in Midland on June 6, 1969. He spudded in on June 12, 1969, and completed the well with the exception of the filling of mud pits and restoring the area July 28, 1969.

The well flow through the 5½" casing was measured flowing free at 1,700 G.P.M. After installation of the 2 7/8" production tubing the well flows at 180 G.P.M. The closed-in pressure is 260 psi. and the water temperature is 152oF.

II. OPERATION AND MAINTENANCE

1. The well head master valve should be operated in a full open position. The well flow should be regulated by your gate valve.

2. The well should be regulated so the electric valve will shut off when the elevated tank is full which will allow the rocks to settle away from the well screen. If you are going to try and regulate it manually, the well should be shut down once a week for 2 to 3 hours to allow the rocks to settle.

3. Use extreme caution when closing down the well--closing the valve should be done slowly so as not to create excess shock.

4. The well head master valve should be operated periodically to assure it is in working condition--lubricate only if necessary to operate the valve.

5. The Production Packer is a Larkin Figure 9-S and is set in compression instead of tension. Should it become necessary to release the packer and pull the tubing--torque counterclockwise and pull up.

6. The pressure in the annulus should be kept between 50 to 100 psi. and any fast changes should be noted. (The annulus will lose its pressure through the valve packings and etc. very slowly and is not reason for alarm.) Should the pressure increase, you probably have a leak in the tubing. If the pressure drops faster than normal, this would indicate a leak in the 5½" casing.

III. ATTACHMENTS

1. As Constructed Drawing of the well.
2. Chronological Well Record.
3. Halliburton Lo-Torc Valve Parts Manual and Price List.
4. Larkin Production Packer Bulletin.
5. Acoustic Cement Bond Log and Caliper Survey logged by Oil Well Perforators.
6. Gamma Log as logged by the U.S.G.S.
7. The South Dakota Geological Survey have been given the drill samples. After they complete running them, we will forward the geological log of the formations encountered.

Respectfully submitted.

J. T. BANNER & ASSOCIATES, INC.

Ted Pfisterer, P.E., S.D. Reg. No. 1512

PF/lol

CHRONOLOGICAL WELL RECORD
WATER WELL #3
Midland, South Dakota

Engineer: J. T. Banner & Associates, Inc. Rapid City, South Dakota
Contractor: Varner Well & Pump Company, Dubuque, Iowa
K.B. Elevation: 1,897.63
G.L. Elevation: 1,891.63

6-12-69

Began drilling 12¼" surface hole at 5:50 P.M. drilling fluid-water.

6-13-69

Drilled 12¼" surface hole to 400 K.B. (400 K.B. - 6' K.B. = 394' G.L.) Total depth of surface hole reached at 7:30 P.M. Began running 8 5/8" surface casing at 12 A.M. Deviation surveys of 12¼" hole: ¼°@90', ¼°220', ¼°@300', ¼ to ½°@380'.

6-14-69

Ran 8 5/8" surface casing. Tight spot in hole at 190' K.B. required that casing be circulated down. Found solid bottom at 400' K.B. Finished running 8 5/8" casing at 5:00 A.M. Following surface casing ran:

*1 - Larkin, 8 5/8" Texas Pattern Shoe, Fig. 101, "A" grade	1.07'
*1 - Jt., ARMCO, 8 5/8" 24#/ft. K-55, ST&C, "A" grade	32.35'
*1 - Larkin, 8 5/8" Baffle Collar, Fig. 502, "A" grade	1.34'
11 - Jts., ARMCO, 8 5/8" 24#/ft., K-55, ST&C,"A" grade	353.04'
**1 - Jt., ARMCO, 8 5/8" 24#/ft., K-55, ST&C, "A" grade	32.82'
Total	420.62'

Larkin 8 5/8" x 12¼", Fig. 904, centralizers installed in surface casing string at following setting depths:

392', 357', 295', 230', 165', 101', 17' K.B.

Surface casing set at 397' K.B. or 391' G.L. 8 5/8" collar 2.7' below ground level. (420.62 - 32.82' landing joint + 2.7' = 390.50' G.L.)

*Shoe, baffle collar, shoe, jt. & 2nd jt. from bottom welded together.
**Jt. used to land casing with. Not installed in string.

Broke circulation and cemented with Halliburton Company as follows:

7 Bbls. water ahead of 270 sacks 60-40 poz mix with 3% Ca. Cl. Displaced

cement with 24.5 Bbls. water. Used top wood wiper plug. Bumped plug with 700 psi. Left 400 psi. on casing for 8 hours. Good cement returns to surface. Circulated approximately 10 Bbls. of cement to pit. Job finished 4 A.M., 6-14-69.

Following written orders left with Contractor:

"Well shall be shut-in with 400 psi, on casing for minimum of 8 hours from time cement is displaced and job completed (Job finished 4 A.M. 6-14-69; therefore, shut-in time ends 12 P.M., 6-14-69). At end of 8-hour period, pressure can be released and nippling-up operations may start. Casing shall not be disturbed during 8-hour period." (Item #5, Spec. Ref. No. 1-05E Unit Price equals 8 hours rig stand-by (Surface cement curing).

Released pressure on casing at 12 P.M., 6-14-69. Began nippling-up. B.O.P. would not fit under rig sub-structure. Shut down waiting on replacement B.O.P.

6-15-69

Waiting on B.O.P.

6-16-69

Nippling-up B.O.P. Tested B.O.P. to 650 psi. Started drilling out 8 5/8" casing at 7:30 P.M.

6-17-69

Drilling at 1,150' K.B. at 8 A.M. drilling shale. Drilling fluid-water. Deviation ¼°@ 1,000'.

6-18-69

Drilling shale at 1,575' K.B. (8 A.M.) Mudded up at 1,503'. Mud weight 9.1#/gal. Viscosity 45. Deviation ½°@ 1,503' K.B.

Picked top of Dakota at 1,675' K.B. as per drilling time. Drilling samples at 1,675' K.B. sand and iron pyrite.

6-19-69

Drilling at 1,690' (8:30 A.M.). Drilling sand and iron pyrite. (Sand and iron pyrite 1,675 to 1,704'). Porous Dakota sandstone as per drilling time and samples 1,705'. Mud weight 9.5#/gal. Viscosity 38.

Contractor informed that it is estimated that 10.3 to 10.5#/gal. mud will be required to prevent Sundance zone at estimated depth of 2,155 K.B. from flowing water. Large quantities of black shale found in drilling samples indicates caving of hole above Dakota and; therefore, hole enlargement. Recommended that a caliper log of the hole be ran at setting depth of 5½" casing.

6-20-69

Making trip for new bit. TD 1,819' K.B. (8 A.M.).
Drilling shale and sandstone.
Mud weight 9.7#/gal. Viscosity 40.

6-21-69

Drilling sand and shale at 2,040' K.B. (8 A.M.)
Mud weight 9.8#/gal.
Viscosity 36
Deviation ½°@ 2,025' K.B.

6-22-69

Drilling siltstone and shale at 2,148' K.B. (8 A.M.)
Mud weight 10.2 to 10.4#/gal.
Viscosity 42 to 43.
Top of Sundance at 2,234' as per drilling time.
Top of Red Beds (Spearfish) at 2,382' K.B. as per samples.

6-23-69

Drilling Red Beds at 2,392' K.B. (8 A.M.).
Mud weight 10.4#/gal.
Viscosity 45.

6-24-69

Drilling Red Beds, Limestone and Gypsum at 2,513' (8 A.M.).
Mud weight 10.2#/gal.
Viscosity 42.
Deviation ¼°@ 2,508' K.B.

6-25-69

Drilling shale and limestone at 2,561' K.B. (8 A.M.).
Had heavy rain storm.
Natural lay of land drains run-off water into pits. Diluted mud. Had small water flow. Killed same with no problem.
Mud weight 10.2#/gal.
Viscosity 44.

6-26-69

Drilling limestone and anhydrite at 2,670' K.B. (8 A.M.).
Mud weight 10.2#/gal.
Viscosity 44 to 80.

6-27-69

TD 2,692'@ (8 A.M.).
While tripping drill pipe for new bit stuck drillpipe at approximately 1,100'.
Could not work free.
Waiting on surface driver.
Mud weight 10.2#/gal.
Viscosity 45.

6-28-69

TD 2,762' at 8 A.M.
Worked drill pipe free with driver.
Found hole in bottom collar.
Conditioned hole and mud and began drilling A.M.

6-29-69

TD 2,765 at 8 A.M.
Drilling shale, lime and sandstone.
Mud weight 10.2#/gal.
Viscosity 50 to 48.

6-30-69

TD 2,858' at 8 A.M.
Drilling lime and shale.
Mud weight 10.2#/gal.
Viscosity 48.

7-1-69

TD 2,945' at 8 A.M.
Drilling lime, shale and sandstone.
Mud weight 10.1#/gal.
Viscosity 43.

7-2-69

Drilling at 3,132' at 8 A.M.
Drilling limestone and shale.
Estimated top of Madison limestone 3,157' K.B. as per samples. Deviation ½° at 3,000' K.B.
Drilling white and pink limestone.
TD at 11:00 A.M. 3,170' K.B.
Preparing to run caliper survey.

7-3-69

TD 3,170.
Ran Oil Well Perforators caliper log from TD 3,170 to surface. Started logging at 1:30 A.M. Finished at 3:00 A.M.
Avg. hole size 10" 3,170 to 1,700'.
Avg. hole size 9¼" 1,700 to surface.
Calculated cement volume from caliper log.
Don Watt (Varner's representative) agreed that stage collar should be moved up hole above Fall River formation.
He told E. W. McIlnay and Ted Pfisterer to go ahead and order cement for Varner. (4:30 A.M.--He didn't want to get up to place call.) Ordered from Halliburton in Casper, Wyoming.

First Stage: 150 sacks of 50-50 poz mix with 0% gel 7 3/4 of 1% CFR-2, and 350 sacks of 50-50 poz mix with 2% gel and 12½#/sack gillsonite.

Second Stage: 435 sacks 50-50 poz mix with 2% gel & 12½#/sx. gillsonite. (Don Watt agreed to above cement order.) Started running casing at 2 P.M. Finished running casing at 7:30 P.M.

Ran following casing string:

*1 -	Larkin Fig. 502 Float Shoe	1.45
*1 -	Jt. 5½", ARMCO, 14#/ft., K-55, "A" ST&C	32.15
*1 -	Larkin Fig. 401 Float Collar	1.33
44 -	Jts. 5½", ARMCO, 14#/ft., K-55, "A" ST&C	1,441.35
1 -	Larkin Fig. 751 Stage Collar	2.63
51 -	Jts. 5½", ARMCO, 14#/ft., n-55, "A" ST&C	1,677.97
**1 -	Jt. 5½", ARMCO, 14#/ft., n-55, "A", ST&C	33.10
	Total	3,189.98'

Tagged solid bottom at 3,169.98' K.B. Circulated hole 30 minutes. Rotated casing while circulating.

Casing above K.B.	-26.00'
Casing Landing Point.	3,163.98' K.B.

Plugback depth 3,129' K.B.
Stage collar at 1,685' K.B.

Larkin rotating scratchers Fig. 803 placed 31,162' to 3,072' K.B.
Larkin centralizers, Fig. 905, placed as follows:

31,159' K.B., 3,125' K.B. and thereafter on collar of every second jt. For a total of 48 centralizers.

*Welded together.
**Used as land jt. Not left in string.

Cemented first stage as follows:

Started mixing at 9:15 P.M.
Pumped 4 Bbls., water, 250 gal. mud flush and 3 Bbls. water.
Mixed and pumped 350 sacks 50-50 poz mix with 2% gel and 12½#/sack gillsonite.
Slurry weight 13.2#/gal. to 13.3#/gal.

Followed with 150 sacks of 50-50 poz mix, 0% gel and 3/4 of 1% CFR-2.
15.3#/gal. slurry density. Finished mixing at 10:15 P.M.

Halliburton had difficulty mixing both gillsonite cement and Hi-dense. Were shut down twice working on hopper. As they were finsihing mixing, pumps air locked and were shut down regaining prime on pumps. There were indications at this point that plugging off was taking place. Had pump pressure of 900 psi+ when pumps air locked. Rotated casing after 240 sacks of cement had been mixed and pumped and until 350 sacks had been displaced. Approximately 6 to 7 minutes rotating. Started rubber plug.

Attempted to displace cement. Unable to move cement, had plugged off in casing or annulus. Maximum pressure 3,500 psi. Cut 5½" casing approximately 3' above floor and found rubber plug on top of a slug of gillsonite. Preparing to run 2 7/8" drillpipe. Finished pumping cement (plugged-off) at 10:15 P.M.

7-4-69

Began running 2 7/8" drillpipe at 12:15 A.M.
Ran 27 jts. of 2 7/8" and reversed out cement.
Had to reverse each joint down.
At approximatley 1,100' hit large quantities of gillsonite.
Reversed cement from casing to 1,692' (6:30 A.M.). Approximately 7' into stage collar. Displaced water with mud. Dropped stage collar plug and attempted to open stage collar. Could not open stage collar. Varner elected to start drilling out cement Sunday (7-6-69) night. Varner (Don Watt -representative) informed Halliburton to dump remaining 435 sacks of cement and gillsonite they had on bulk trucks. Both crews had worked excessive hours and Don Watt said they were shutting down until Sunday nite 6-6-69.

7-6-69

Began drilling out stage collar and cement at 11:30 P.M.

7-7-69

Drilling out cement.

7-8-69

Drilled cement out to 3,160' K.B. Mudded up and waiting on casing scraper.

7-9-69

Ran casing scraper surface to 3,160' K.B Ran oil well perforator's cement bond log from top of cement at 2,428' to 3,156' (TD@ 3,160'). Contaminated cement 2,428' to 2,518' K.B Good cement bonding 2,518 to 3,156' K.B. (Could not log below 3,156'). Perforated 4 holes per foot with Oil Well Perforators at 2,424' K.B. Broke circulation and circulated mud. Set Baker cement retainer at 2,341' K.B. Well started to flow from annulus. Attempted to shut BOP on 5½" casing but it would not hold. Ran tubing. Water flow from annulus. Mixing mud to kill flow.

7-10-69

Mixed mud (10.2#/gal.) and killed well, Well killed at 8 A.M. Halliburton mixed and pumped 1,000 gal. mud flush. Good circulation. Started mxiing cement at 9:30 A.M. Mixed and pumped 510 sacks of 65-35 poz mix with 6% gel and 18% salt. Slurry weight 12.9#/gal. Mixed and pumped 50 sacks of Class "G" cement with 1% CFR-2. Slurry weight 16.1 to 16.4#/gal. Displaced with 11 Bbls. of mud. Had good circulation up to last 50 sacks of slurry. Lost circulation with only 2 to 5% returns. Mud flush was returning to surface but no cement returns. Cement appeared to be close to surface. Pulled tubing from cement retainer. Float held o.k. Job finished 10:15 A.M. Contractor insturcted to waiting on cement at least 48 hours. Pulled 2 7/8" drill pipe and shut well in for W.O.C.

7-11-69

Waiting on cement.

7-12-69

Waiting on cement.

7-13-69

Started drilling out cement at 11:30 P.M.

7-14-69

Drilled out cement retainer. Pulled drill pipe and ran 4 3/4" bit with casing scraper above it. Drilled out cement and scraped casing to 3,165' K.B. Ran Oil Well Perforator's cement bond log without pressure on casing. Bonding did not look good. Ran bond log with 800 psi. on casing. Plug back depth as per wire line measurements 3,164' K.B. Top of cement at 169' K.B. Excellent cement bond 172' to 397' K.B. No bonding but cement from 397' to 509' K.B. Excellent to fair bonding 509' to 791' K.B. Excellent to good bonding 791' to 244' K.B. Poor bonding and cement 2,445' to 2,496' K.B. Excellent bonding 2,496' to 3,162' K.B. All corrosive areas and critical zones isolated by good cement and bonding. Job finished 12:15 A.M. (7-15-69).

7-15-69

Started logging with USGS Gamma Ray log at 12:15 A.M. Finished at 3:15 A.M. Logged surface to 3,164' K.B. Pressure tested casing 3:30 A.M. to 7 A.M. with 800 psi. Bleed from 800 psi. to 715 psi. in 3½ hours. Small pinhole leak in surface connection.

Ran 3/4" line pipe in annulus to 156' K.B. (Solid bottom below this). Washed out mud and stringers of cement. Cemented with 35 sacks regular cement, Type 2, with 3% Ca. Cl. from 156' to surface. Good cement returns to surface. Job finished at 7:30 P.M. Contractor told they could drill out when ready. No cement waiting time required. Discussed with Midland Town Board Cement bond log and cement job in general. E. W. McIlnay and Ted Pfisterer advised they accept cement job. They agreed.

7-16-69

Began drilling out float shoe at 4:30 A.M. Hit small water flow at 3,250' K.B. (Approximately 90 to 105 gals./min.). Had iron ladden limestone and shale zone at 3,200' to 3,215' K.B. Drilling fluid-water.

7-17-69

Main waterflow at 3,268' (2 A.M.). Measured flow, with bit in hole, over weir at 428 gals./min. Drilled to 3,311' K.B (Final TD&M per steel line measurement of drillpipe, collars, etc.). Pulled drillpipe and bit. Measured flow through 5½" casing over weir at 1,189 gals./min. Water temperature 152°F. Cleaning up well by allowing to flow to pits.

7-18-69

Flowing to pits. Waiting on contractor to get organized to run 2 7/8" tubing.

7-19-69

Varner failed to keep water flowing from well drained from well site and the well site was flooded. Three hours spent draining water from well site. Started attempting to run 2 7/8" tubing. Bent screen picking up from rack. Necessary to reinforce screen by welding 3 metal strips of angle iron from top of screen to approximately 5' below top. Attempted to run packer, screen & tubing, but flow from casing was too great. Calculated flow from 5½" casing at 1,700 GPM. Tried to shut BOP which malfunctioned and would not close. Varner spent remainder of day attempting to shut in well with no success.

It was suggested that Varner set a bridge plug below BOP, utilizing a wireline and lubricator, repair BOP and with a stripper head and lubricator run tubing, packer, etc. Varner elected to kill well with mud and then run tubing. Contractor was told by E. W. McIlnay and Ted Pfisterer that it was an end product job and the decision was theirs, but that waterflow comparable to before killing with mud had to be regained after tubing was installed and mud reversed from hole. Contractor was told to call both E. W. McIlnay and Ted Pfisterer prior to running any permanent equipment in hole.

7-20-69

Rigging up hydril BOP and mixing mud. With hydril BOP on well have flow shut-in.

7-21-69

Mixing mud and preparing to kill well.

7-22-69

Mixed 11#/gal. to 11.6#/gal. mud. Pumped approximately 65 Bbls. of mud into 5½" casing, well killed at 2 P.M. Nippling-up to run 2 7/8" tubing.

7-23-69

Began running screen, packer and 2 7/8" tubing at 7 A.M. on bottom with same at 12:00 P.M. Ran following production string:

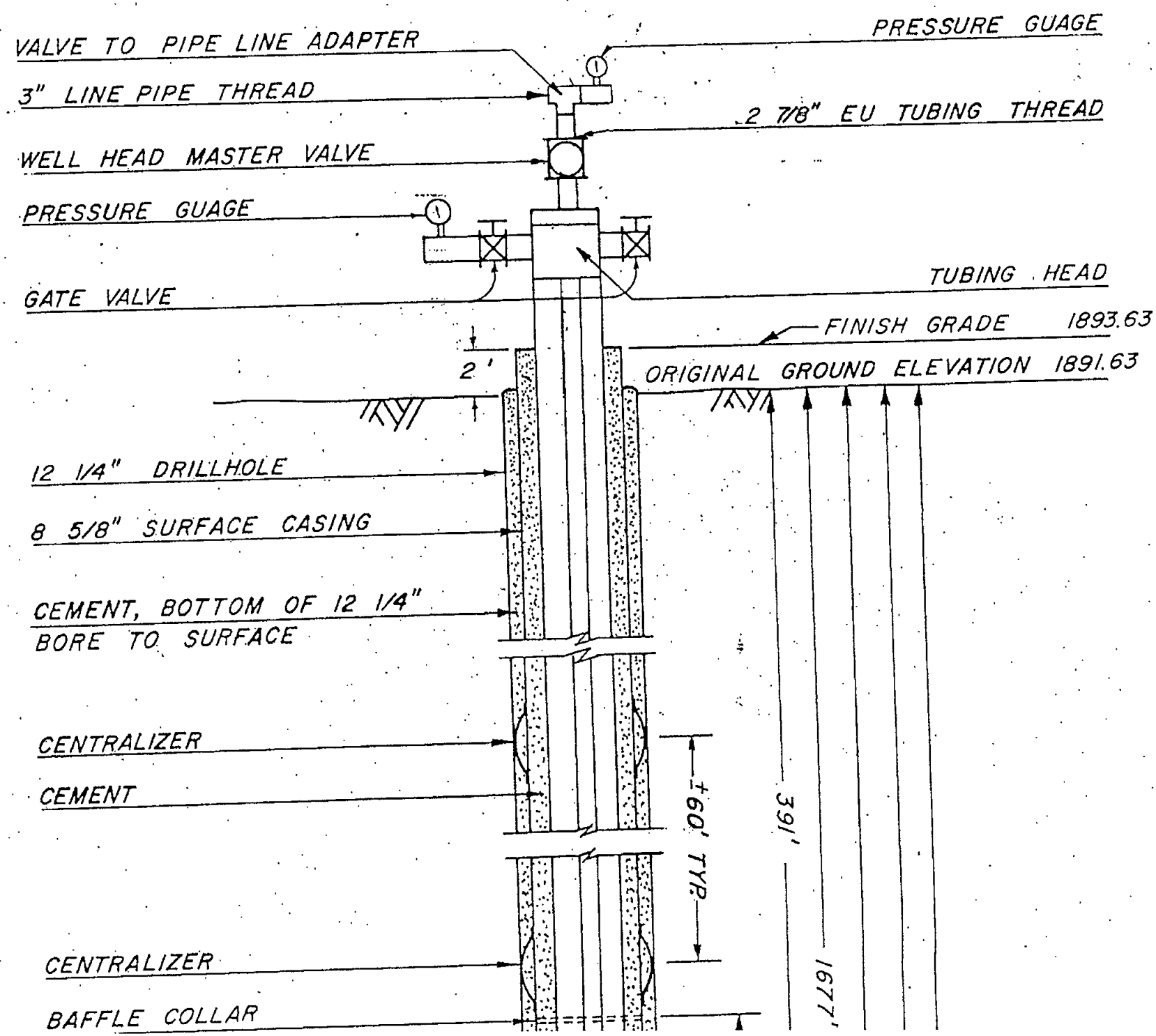
1 - Stainless steel (type 316) Johnston screen (2 3/8 eue)	21.66'
1 - 2 3/8" eue x 2 7/8" eue swage--internally expoxy coated	0.35
1 - Larkin, Fig. 9-S, Packer-expoxy coated	3.31
(In compression position)	
*1 - ARMCO - 2 7/8" eue tubing sub., 6.4#/ft., "A" grade	10.20
*99 - Jts. ARMCO, 2 7/8" eue tubing, 6.4#/ft., "A" grade	3,131.96
*1 - ARMCO - 2 7/8" eue tubing sub., 6.4#/ft., "A" grade	10.16
*1 - ARMCO - 2 7/8" eue tubing sub., 6.4#/ft., "A" grade	10.20
*Expoxy coated as per specs. Total	3,137.58

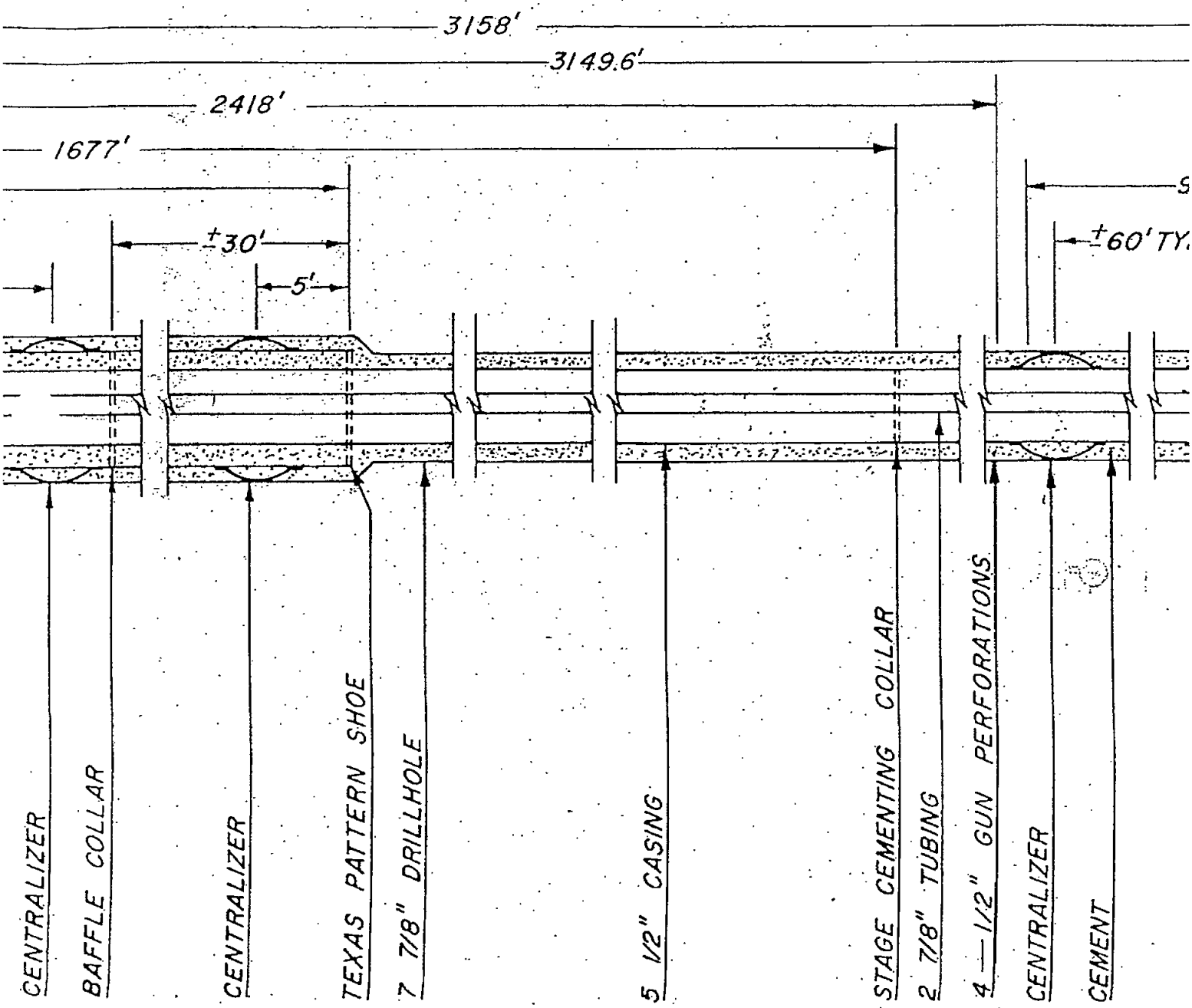
Reversed mud from annulus with water. Allowed to flow through tubing and clean-up for 5 hours. Waiting on Varner to rig-up for reversing and setting on packer.

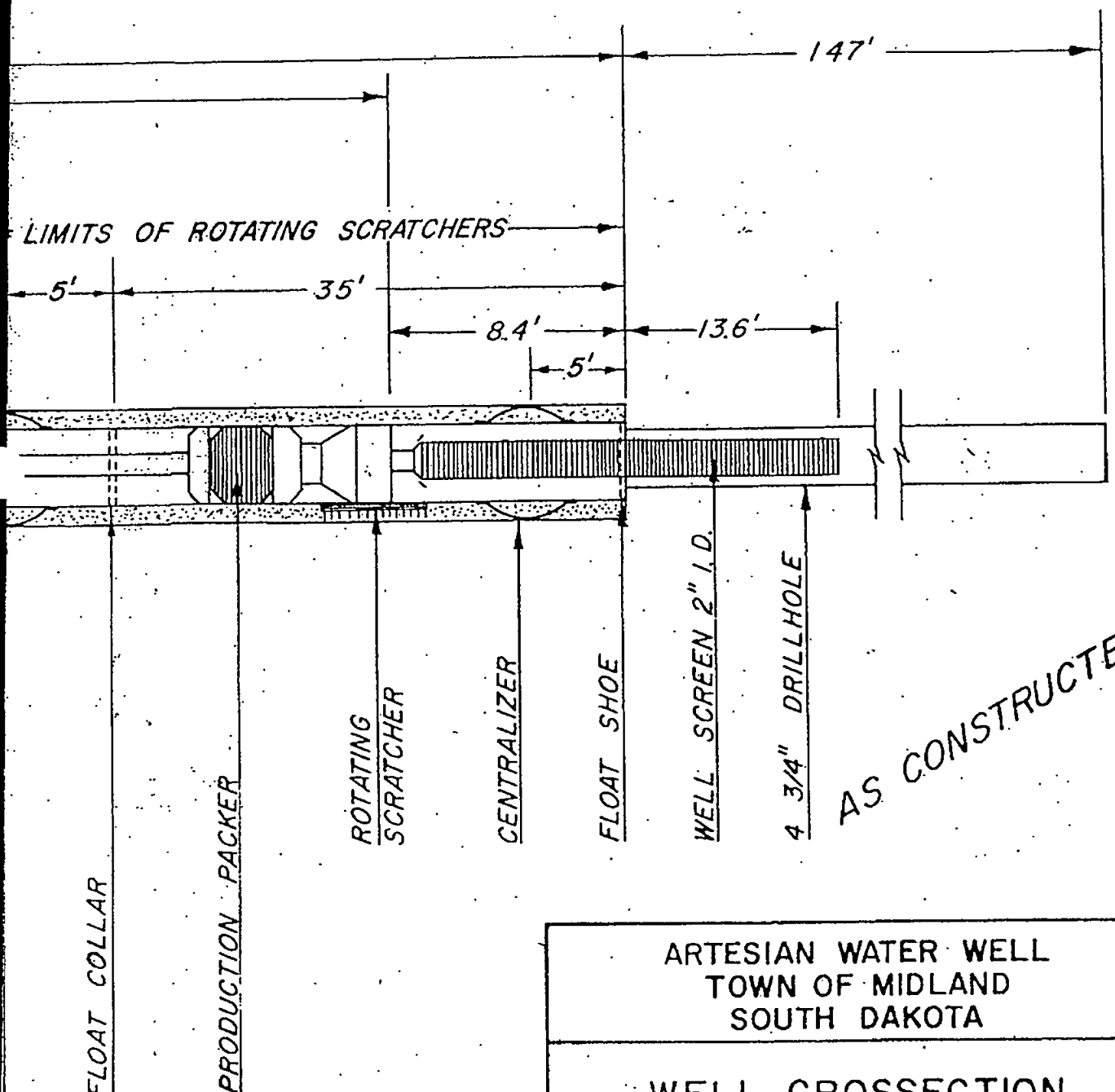
7-24-69

Rigged up and reversed annulus with approximately 75 Bbls., of fresh water (From Pierre, South Dakota municipal water system). Additive to the water was ½#/1,000 gal. Sodium Tripoly Phosphate and dye. When dye was detected flowing from tubing set packer with 12,000# on it. Allowed well to flow to pit from 1 A.M. to 8 A.M. set tubing head slips, rigged up well head and measured flow with 2" orifice at 180 GPM with a flow pressure 10 psi.

Temperature 152°F.
Shut-in pressure 260 psi.
Pressure tested annulus to 400 psi.


VALVE TO PIPE LINE ADAPTER
3" LINE PIPE THREAD
WELL HEAD MASTER VALVE
PRESSURE GUAGE
GATE VALVE
PRESSURE GUAGE
2 7/8" EU TUBING THREAD
TUBING HEAD
FINISH GRADE 1893.63
ORIGINAL GROUND ELEVATION 1891.63
2'
12 1/4" DRILLHOLE
8 5/8" SURFACE CASING
CEMENT, BOTTOM OF 12 1/4" BORE TO SURFACE
CENTRALIZER
CEMENT
±60' TYP.
391'
1677'
CENTRALIZER
BAFFLE COLLAR


3158'
3149.6'
2418'
1677'
±30'
5'
±60' TY.
CENTRALIZER
BAFFLE COLLAR
CENTRALIZER
TEXAS PATTERN SHOE
7 7/8" DRILLHOLE
5 1/2" CASING
STAGE CEMENTING COLLAR
2 7/8" TUBING
4 — 1/2" GUN PERFORATIONS
CENTRALIZER
CEMENT



ARTESIAN WATER WELL
TOWN OF MIDLAND
SOUTH DAKOTA

WELL CROSSECTION

J.T.BANNER & ASSOCIATES, INC.
RAPID CITY, SOUTH DAKOTA

NOVEMBER 1968

HALLIBURTON
SERVICES

August 21, 1969
Casper, Wyoming

Mr. Ted Pfisterer
J. T. Banner & Associates Inc.
2040 W. Main
Rapid City, South Dakota

Dear Ted:

Enclosed find our Lo-Torc Plug Valve catalogs. I have marked on page 5 the type of valve you are using on the water well in Midland, it is a teflon lined valve and requires no lubrication. The valve also has a special process of nickel plating in the core.

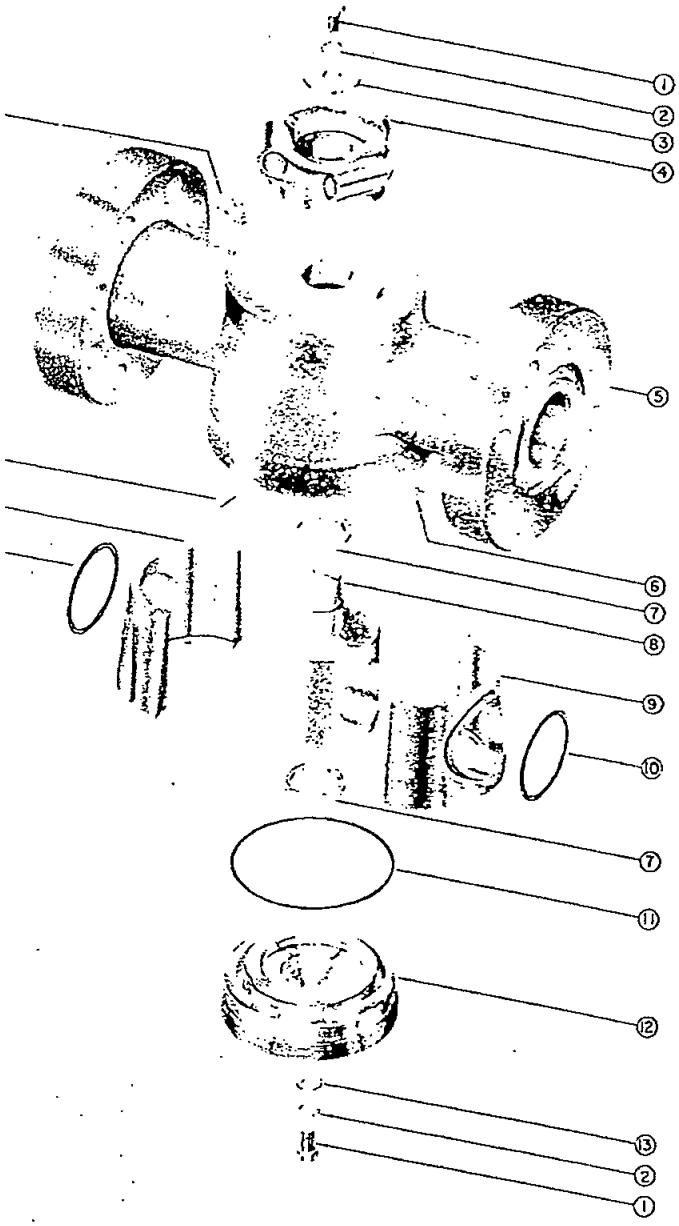
Ted it was a pleasure being with you in Midland and if I can ever be of service to you please call.

Sincerely,

G. E. Lansford

G. E. Lansford.
District Superintendent

Halliburton COMPANY
DUNCAN, OKLAHOMA



PARTS LIST

1. CAPSCREW
2. LOCKWASHER
3. WASHER
4. ADAPTER HANDLE
5. BODY
6. RETAINING PIN
7. SEAL
8. PLUG
9. INSERT (SET)
*10. "O" RING
11. "O" RING
12. ADJUSTING NUT
13. WASHER
14. GREASE FITTING

*NOT REQUIRED ON 2" GAS VALVE.

Halliburton

Lo-Torc Plug Valve

THE OPERATION AND CARE OF HALLIBURTON PLUG VALVES

ASSEMBLY:

1. INSTALL SEALS INSIDE BODY AND ADJUSTING NUT, INSERT RETAINING PINS IN BODY AND PLACE "O" RING ON ADJUSTING NUT AND "O" RINGS ON OUTSIDE OF INSERTS.
2. COAT PLUG, INSERTS, AND ADJUSTING NUT AND FILL VOID SPACES INSIDE BODY WITH RECOMMENDED PLUG VALVE LUBRICANT.
3. PUT LOWER STEM OF PLUG THROUGH ADJUSTING NUT AND PUSH DOWN TO SHOULDER. SCREW CAPSCREW INTO LOWER STEM OF PLUG USING FLAT WASHER AND LOCK-WASHER AND TIGHTEN CAPSCREW. PLACE INSERTS ON ADJUSTING NUT AND PLUG, ALIGNING FLUID HOLES IN INSERTS WITH HOLE THROUGH PLUG.
4. PLACE PLUG, INSERTS AND ADJUSTING NUT INTO BODY WITH RETAINING PINS IN BODY PROTRUDING INTO SLOTS IN INSERTS. THEN SCREW ADJUSTING NUT INTO BODY.
5. ROTATE PLUG TO DISTRIBUTE EXCESS LUBRICANT THROUGH FLUID PASSAGE OF BODY.
6. PLACE HANDLE ADAPTER ON PLUG WITH ADAPTER FLOW INDICATORS IN LINE WITH SLOT ON OPERATING END OF PLUG.
7. FASTEN ADAPTER TO PLUG WITH CAPSCREW AND WASHERS.

ADJUSTING AND OPERATING AT ZERO PRESSURE:

THE OPERATING TORQUE (TORQUE REQUIRED TO OPEN AND CLOSE VALVE) AT ZERO LINE PRESSURE CAN BE INCREASED BY TIGHTENING OR DECREASED BY LOOSENING THE AJUSTING NUT AND SHOULD BE MAINTAINED AT 40-60 FT.-LBS. ON 2" VALVES, 60-70 FT.-LBS. ON 3" VALVES, AND 70-80 FT.-LBS. ON 4" VALVES. THIS IS THE OPTIMUM AMOUNT TO PREVENT LEAKAGE AND ASSURE EASY OPERATION. VIEWED FROM OPERATING END, A CLOCKWISE ROTATION CLOSES VALVE. FLOW INDICATORS OR RIBS ON ADAPTER INDICATE DIRECTION OF FLUID HOLE THROUGH PLUG.

MAINTENANCE:

THE FREQUENCY OF REQUIRED LUBRICATION AND REPAIRS WILL VARY FROM ONE VALVE TO ANOTHER AND WILL DEPEND ON EXACT USAGE. PERIODIC AND FREQUENT INSPECTION OF EACH VALVE INITIALLY WILL PROVIDE A BASIS FOR PREDICTING THE LIFE OR USEFULNESS OF THE PLUG AND INSERTS. REPLACING THESE PARTS WHEN THEY ARE ERODED OR WORN WILL PREVENT ANY EROSION ON THE BODY.

THE PLUG AND INSERTS CAN BE REMOVED FOR INSPECTION BY REVERSING THE ASSEMBLY PROCEDURE GIVEN ABOVE. THE FACT THAT A VALVE HAS NEVER LEAKED DOES NOT NECESSARILY MEAN THAT THE INSERTS DO NOT NEED CHANGING. THEY MAY WASH OUT AND ERODE THE BODY TO SOME EXTENT BEFORE LEAKAGE IS NOTED.

Rock Drilling Tools Division
A PRODUCTS
P.O. BOX 636 PHONE 214/937-3640
ARLINGTON, TEXAS 76165

August 25, 1969

Mr. Ted Pfisterer
J. T. Banner and Associates
PO Box 1072
Rapid City, South Dakota

Enclosed are 3 brochures on our Fig. 9-S packer as requested for you by Don Daugherity. This is a tension packer with instructions for setting in the brochure. It can however, be set in compression and the setting instructions are:

1. Make up packer onto tubing string and lower to one foot below setting depth.

2. Raise packer to the proper setting depth to properly align jay screw for setting.

3. To set- torque the tubing string to the right 1/2 to 3/4 turns and lower the tubing string (while holding the torque) until the packer sets.

Pulling instructions:

1. Pick up on the tubing string, which automatically relatches the slips, and pull the tubing and packer from the well bore.

Also shown in the brochure is our Fig. 7 packer which is a compression or set-down type. This packer can also be run in tension by following the instructions for a Fig. 9 tension packer.

Many thanks and should you have any questions, please get in touch with either Don or me.

W. F. Nelson/na
Manager of Engineering

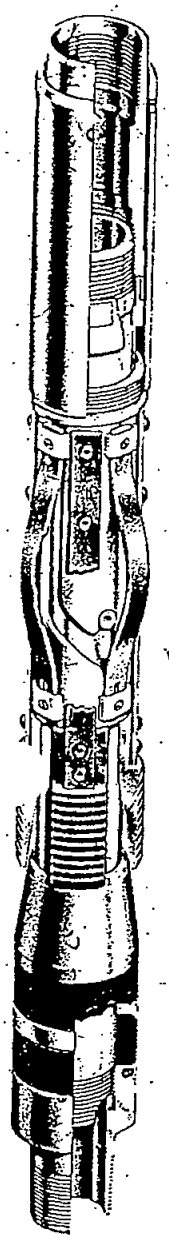


Fig. 9-S

LARKIN SIMPAK PRODUCTION AND SAFETY RELEASE TENSION PACKERS

STURDY — ECONOMICAL

Adaptable to a Wide Range of Service

Adhering to proven design, Larkin has produced this improved, simplified line of packers which has been thoroughly tested and well accepted in the field. Manufacturing costs have been reduced and substantial savings have been passed on to the consumer.

Larkin Simpak production and tension packers are not only low in initial cost but also are very economical to service. Replacement parts are inexpensive and can be installed in the field with simple tools which are normally on hand. An Allen wrench and a screwdriver are all that are necessary to replace the drag springs, slip reins and slips. Only chain tongs or comparable tools are required to replace the packing elements.

Repair parts are readily available at your supply store or at a nearby Larkin warehouse. Field repair service at nominal cost is available in many areas.

In both types of Packers the modified "J" slot allows setting of the packers with a minimum of rotation. No rotation at all is necessary to pull the packers or reset them at running-in position.

Larkin Simpak Safety Release Tension Packer

This is an all-purpose packer for use when setting by tension is desirable. It is especially recommended for flooding, fracturing or acidizing operations.

In addition to the automatic relatch, Fig. 9-S has a unique Safety Release feature which can be employed if packer cannot be retrieved in the normal manner.

Larkin Simpak Production Packer

This packer is of familiar design but has been ruggedly improved for simplified, efficient and economical service.

The special curve of the "J" slot automatically guides the slips assembly back to running-in position when the packer is raised. No rotation of the tubing is necessary.

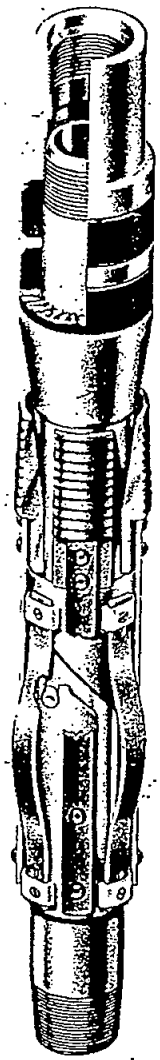


Fig. 7

Larkin Simpak Safety Release Tension Packer Fig. 9-S Larkin Simpak Production Packer Fig. 7

O.D. Top Connection Reg. or EUE	O.D. Casing To Pack	Body Pipe		Actual O.D. (Packing Element)
		O.D.	I.D.	
1.315	2⅞	1.500	.875	2-3/16
1.660	3½	1.812	1.338	2¾
1.900	4	2.094	1.610	3-3/16
2⅜	4½ Ex-Heavy	2.375	1.939	3-9/16
2⅜—2⅞*	4½—4¾	2.593	1.939	3-11/16
2⅜—2⅞*	5	2.593	1.939	4
2⅜—2⅞	5¼—5½—5¾	3.125	2.437	4½
2⅜—4	6⅝	4.250	3.500	5¾
2⅜—4½	7	4.500	3.826	5⅞

*Not full opening for 2⅞ O.D.

APPENDIX D

RAW WATER TEST RESULTS

FAX

TOWN OF MIDLAND
P.O. Box 232
Midland, SD 57552-0232
Phone # (605) -843-2810
Fax # (605) -843-2900
Date: 6/19/14

FAX FROM: TOWN OF MIDLAND

FAX TO (COMPANY): BANNER

(PERSON): DAVE LA FRANCE

FAX #: 605-692-5714

TOTAL PAGES INCLUDING COVER SHEET: 2

MESSAGE:

THIS IS THE RESULTS OF THE RADIUM TEST.
ANY QUESTION CONTACT ME.
LAWRENCE STROPPEL
441-9008

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Date: 6/11/2014

Submitter copy to:

MIDLAND,CITY OF-0012
PO BOX 232
MIDLAND, SD 57552

Spec #: E14EC001605
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

MIDLAND/CITY WATER

Date Rcvd: 4/24/2014
Time Rcvd: 1319
Date Coll: 4/24/2014

Time Coll: 1030
Spec Type: WATER

Final Results

Gross Alpha	64.7 +/-4.1 pCi/L
radium-228	1.8 +/-0.6 pCi/L

FAX

TOWN OF MIDLAND
P.O. Box 232
Midland, SD 57552-0232
Phone # (605) -843-2810
Fax # (605) -843-2900
Date: 5/1/14

FAX FROM: TOWN OF MIDLAND

FAX TO (COMPANY): BANNER ASSOCIATES

(PERSON): DAVE LA FRANCE

FAX #: 605/692-5714

TOTAL PAGES INCLUDING COVER SHEET: 3

MESSAGE:

PLEASE GIVE TO DAVE LA FRANCE.

THANK YOU.

LAWRENCE STROPPEL

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Date: 4/28/2014

Submitter copy to:

MIDLAND,CITY OF-0012
PO BOX 232
MIDLAND, SD 57552

Spec #: E14EC001560
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source

MIDLAND/CITY WATER

Date Rcvd: 4/23/2014
Time Rcvd: 0742
Date Coll: 4/22/2014
Time Coll: 1300

Coll By: LAWRENCE STROPPEL
Source Name MADISON FLOW LEAK
Source Sampled: WELL
Tap Location: WELL LEAK

Final Results

Iron, Total	0.16 mg/L
Hardness (calc)	1010 mg/L
Calcium	278 mg/L
Magnesium	76.6 mg/L
SM3111B	
Sodium	25.2 mg/L
PH	7.23 pH UNITS
EPA Method 150.1	

SOUTH DAKOTA DEPARTMENT OF HEALTH

DIVISION OF ADMINISTRATION

Public Health Laboratory

615 East Fourth Street
Pierre, South Dakota 57501-1700
605/773-3368 FAX: 605/773-6129
www.state.sd.us/doh/lab/index.htm

Date: 4/28/2014

Submitter copy to:

MIDLAND,CITY OF-0012
PO BOX 232
MIDLAND, SD 57552

Spec #: E14EC001561
Subm #:
Lab: ENV CHEMISTRY
Tel #: (605)773-3368

Source
MIDLAND/CITY WATER

Date Rcvd: 4/23/2014
Time Rcvd: 0742
Date Coll: 4/22/2014
Time Coll: 1300

Coll By: LAWRENCE STROPPEL
Source Name MADISON FLOW WELL
Source Sampled: WELL
Tap Location: WELL HEAD

Final Results

Iron, Total	0.08 mg/L
Hardness (calc)	997 mg/L
Calcium	280 mg/L
Magnesium	72.5 mg/L
SM3111B	
Sodium	25.2 mg/L
PH	7.23 pH UNITS
EPA Method 150.1	