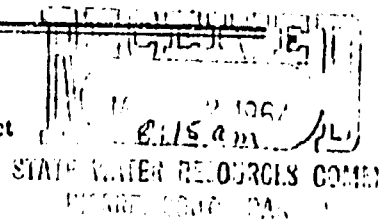


1085-3

1. Considers E-6, 19 54
2. Name of Applicant Town of Tulare
3. Post Office Address _____
4. Amount of Water Claimed 2.00
5. Source of water supply Adrian Ground Water
6. Water to be used for municipal
Acres to be irrigated _____
7. Water to be diverted and used in Seint County about
_____ Miles _____ of in City limits
8. Proof of Publication Received ✓
Not Received _____
9. Application Approved _____
Subject to _____
Not Approved _____
Action deferred _____
10. Remarks:

No. 1085-3
 Water Division No. 3 James River District
 (Blanks to be Filled by the Engineer for the W. H. C.)



APPLICATION FOR PERMIT

To Appropriate Water within the State of South Dakota

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

1. Name of applicant City of Tulare
 Postoffice address Tulare, County Spink, State South Dakota

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

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

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

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

Contract

- (b) Cash on hand, \$ 6,000.00 (c) Treasury stock, \$
 (d) Bonds to be issued, \$ 20,000.00 (e) Other resources, \$

2. Name of diversion work Municipal water well
 3. Amount of water claimed 2.0 cubic feet per second
 4. Source of water supply Lakota Sandstone Formation
 5. Location of point of diversion See plat
SE 1/4 Sec 10, T14N, R10E, S1E on _____ bank _____ County.
 6. Annual period or periods during which water is to be used 365 day/year
 7. To be used for:

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

- (a) Number of acres to be irrigated _____ acres.

- (b) Legal subdivisions to be irrigated City of Tulare

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

- (c) Statement as to domestic use (giving location, etc.) Municipal water supply

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

- (a) Nature of use _____
 Name any of the above uses claimed

- (b) Amount of power to be generated _____ horse power.
 Amount claimed for engine cooling _____

- (c) Location of plant _____

- (d) Method of developing power _____

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

Map No 719-3

8. Estimated cost of work:

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

(b) Pumping plant, \$-----

(c) Fluming, \$-----

(d) Canal-earth, \$-----

Rock, \$-----

(e) Other structures -----

Reservoir -----

\$ 15,000.00

Total, \$-----

9. Description of diversion works:

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

None

II. Dimensions of works. None

(a) Dam: Height ----- feet; length at bottom ----- feet; length at top -----

----- feet; thickness at bottom ----- feet; thickness at top -----

feet; slope at front water face -----; slope at back face -----

material used in construction -----

(b) Reservoir: Capacity when filled ----- acre feet Surface area at highwater

mark ----- acres.

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

(c)* Head gate: Width ----- feet; height ----- feet;

Material -----

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

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

(Give dimensions where reductions in size are made.)

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

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

12. Choice of newspaper for publication of notice of intention to appropriate ----- paper published in -----

Redfield, South Dakota

STATE OF SOUTH DAKOTA

County of Davison

ss.

I, B. E. Schmucker

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

B. E. Schmucker

Subscribed and sworn to before me this

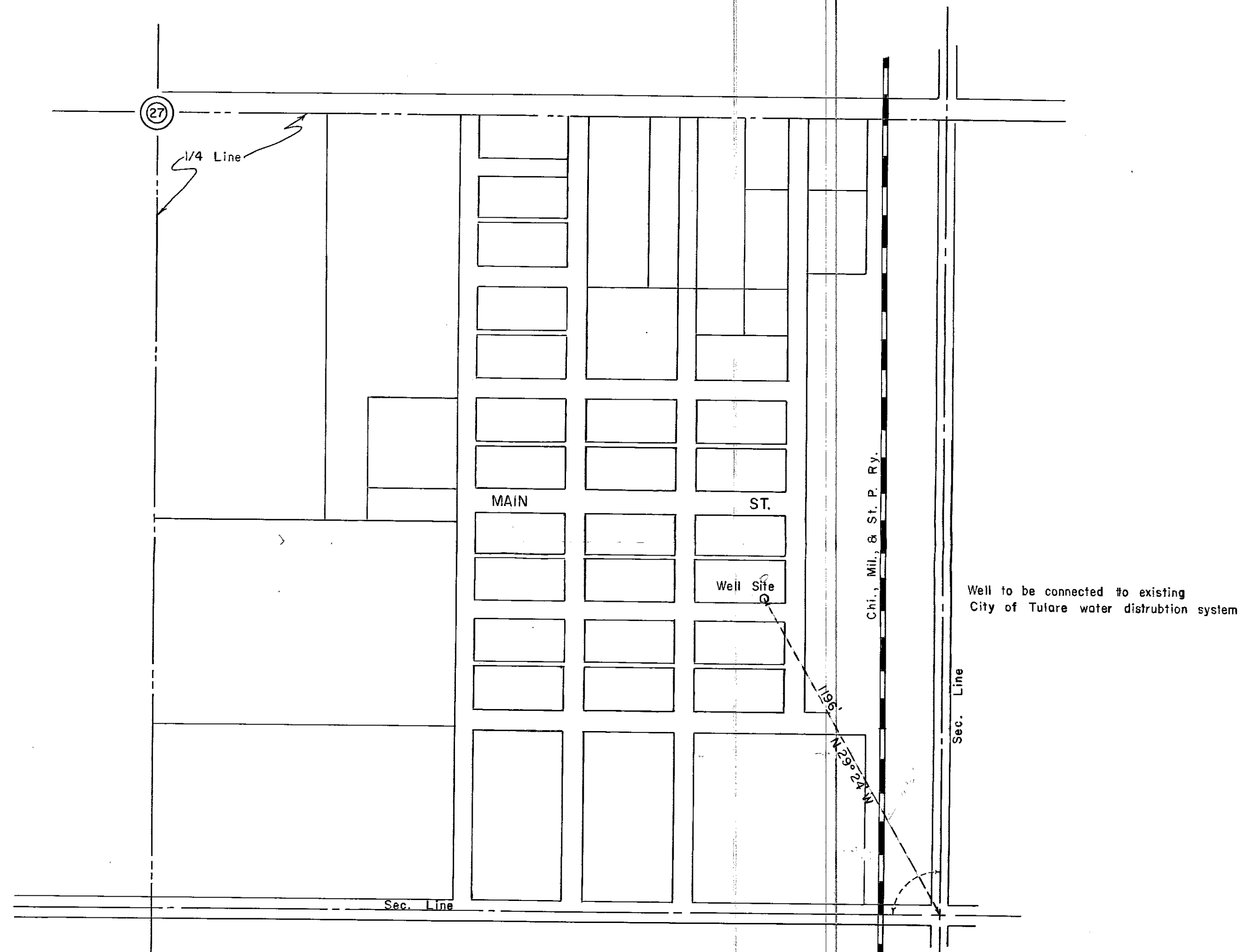
28

day of

February

1964

Notary Public (or other qualified officer.)



**A PLAT OF TULARE WELL SITE IN THE
S.E. 1/4 of the S.E. 1/4 of Sec. 27, T 115 N,
R 64 West of the FIFTH PRINCIPAL MERIDIAN**

SURVEYOR'S CERTIFICATE

I, B. E. Schmucker, a Registered Engineer and Land Surveyor of Mitchell, South Dakota, do hereby certify that at the request of the City of Tulare, as owner, and under their direction, for the purposes indicated therein, I did, on or prior to March 9, 1964, survey those parcels of land described as follows: the SE 1/4 of the SE 1/4 of Section 27, T115N, R64 West of the Fifth P.M.

I further certify that the within and foregoing plat is in all respects true and correct.
Dated this 9th day of March, 1964.

Bernie E. Schmucker
Registered Engineer and Land Surveyor

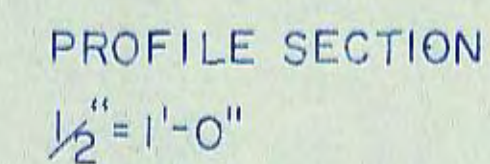
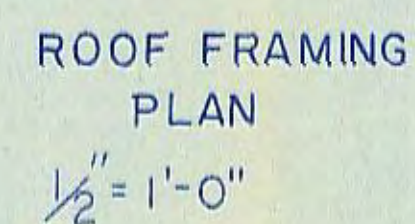
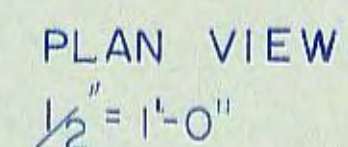
STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON) SS

On this, the 9th day of March, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared B. E. Schmucker, well known to me to be the person who is described in and who executed the foregoing and within instrument, and duly acknowledged to me that he executed the same in his official capacity as a Registered Engineer and Land Surveyor, and for the uses and purposes therein set forth.

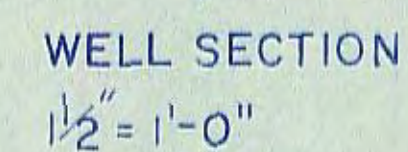
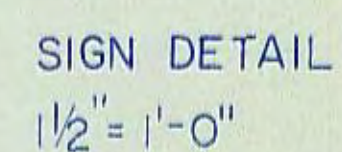
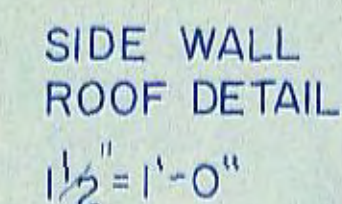
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 1-16-70

Richard H. Nagler
Notary Public, South Dakota



SECTION A-A
1 1/2" = 1'-0"



REVISIONS					WELL AND PUMPHOUSE				
No.	Date	Item	Dwn.	Ckd.	App.	TULARE SOUTH DAKOTA			
						SCHMUCKER & SHAFFER			
						CONSULTING ENGINEERS MITCHELL, SOUTH DAKOTA			
						Drawn <i>SK</i>	Date	File No.	Sht. No.
						Checked	Date	1163	
						Approved	Date	Rev. No.	Of
						Designer	Scale AS SHOWN		

MAP NO^{##} 719-3 / APP1 # 1784-3

Remarks by State Water Resources Commission:

STATE OF SOUTH DAKOTA
County of Hughes ss.

Pierre, South Dakota, May 11, 1964

This is to certify that the foregoing application was received by the Commission at 8:15 o'clock
9 a.m. upon the 12th day of March, 1964

State Water Resources Commission

By:

Justin Jones
for Chief Engineer, Executive Officer

Number of permit 1085-3

Date of first receipt of application March 12, 1964

Date of return to applicant for correction, amendments or changes required as follows: _____, 19____

Date of receipt of _____ application _____, 19____

Date from which applicant may claim right March 12, 1964

Approved May 6, 1964, Recorded in Book E Page 183

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 _____

November 6, 1964

2nd. The whole of said work is to be completed on or before May 6, 1965

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

May 6, 1965

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 2.17 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 sevenieth (1/70) of one cubic foot of water per second of time for each acre of land to which water is actually

used for municipal purposes

and beneficially ~~applied for irrigation~~ on or before May 6, 1965; said water to be used during the following described annual period:

continuously
Witness my hand this 11th day of May, 1964

State Water Resources Commission

By:

Justin Jones
Chief Engineer, Executive Officer

Certificate of Construction issued JULY 12, 1965

Water License issued JULY 12, 1965

Form 2A — Wells (Supplement to Form 2)

9. (Continued)

III. Well Specifications

(a) Hole and Casing

Size of drill hole or excavation 8" , Depth 1250'
Type of casing Steel or copper
(wood, concrete, steel, etc.) 6" copper 13.90 lbs./ft.
Size of casing 6" , Thickness of casing 6" steel 19.45 lbs./ft.
Length of casing 1200' If collection gallery, length, size and depth of
gallery

(b) Screens

Type of perforated screen
Size of perforated screen 5" 25'
(diameter) (length)
Thickness of gravel pack 0 , length of gravel pack 0

(c) Water Bearing Materials

Distance to water 1200' Character of water bearing materials
Lakota
.....
.....
Thickness of water bearing material 50' estimated

(d) Pump and Motor

Type of pump none
(centrifugal, propeller, mixed flow, etc.)
Name of pump , size
Kind of motor
(gasoline, electric, diesel, etc.)
Horsepower , Name of Motor

(e) Complete well

Capacity 50 at drawdown of artesian Estimated cost \$8000.00

(f) Owner of land upon which well is located City of Tulare
Name
Tulare, South Dakota
Address

(g) Distance to nearest existing wells

On same owner's property 0 rods. On property owned by others 150 rods

STATE OF SOUTH DAKOTA

WATER LICENSE No. 1085-3

WHEREAS, On the 12th day of March A. D. 1964
the City of Tulare

County of Spink and State of
South Dakota duly made application (No. 1085-3) to us for a permit to use 2.0
cubic feet per second of the waters of artesian ground water
County of Spink, State of South Dakota, for municipal
purposes; and

WHEREAS, On the 11th day of May A. D. 1964
Permit No. 1085-3 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
May A. D. 1965 and for the application to beneficial use of said
water on or before the 6th day of May A. D. 1965
and,

WHEREAS, On the 6th day of July A. D. 1965
the holder of said permit duly made proof of the completion of adequate works for the diversion of .33
cubic feet per second of said waters, as evidenced by our Certificate No. 1085-3
dated July 12, 1965 confirming the completion of works of sufficient capacity for
diverting and conveying to the place of intended use .33 cubic feet per second of water, with date of
priority of March 12, 1964 and,

WHEREAS, On the 6th day of July A. D. 1965
proof was duly made of the application to beneficial use of .33 cubic feet per second of said water;
for municipal use by the City of Tulare

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 City of Tulare

xx ----- the holder ----- and owner ----- of said permit No. 1085-3

a water right, dating from March 12, 1964 ----- to the use of .33

cubic feet per second of the waters of artesian ground water

In the County of Spink ----- and State of South Dakota, or so much thereof as may be
necessray for the purposes hereinabelow mentioned, to be diverted at a point N29° 24'W, 1169' from the
SE corner, Section 27, T115N, R64W

and conducted ~~xxxxxxx~~ through the city water distribution 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 12th day of July ----- A. D. Nineteen
Hundred and Sixty-Five

State Water Resources Commission

By:

J. W. OFIMES
Chief Engineer, Executive Officer

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 -----

Record -----

In Book ----- of ----- Page -----

Permit No. 1085-3Water Division No. 3 James River Water District**Certificate of Completion of Works**

TO ALL WHOM IT MAY CONCERN:

This is to Certify, That the City of Tulare

~~XX~~ _____, County of Spink, and State of South Dakota

the holder of Permit No. 1085-3, Issued upon Application No. 1085-3, bearing date of priority of March 12, 1964, authorizing the diversion of 2.00 cu. ft. per second of the waters of artesian ground water

County of Spink, State of South Dakota, at a point N29° 24'W, 1169' from the SE corner, Section 27, T115N, R64W

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 .33 cu. ft. per second of water; and that the ~~lands proposed to be irrigated by the use of said water~~ to be used for municipal purposes by the City of Tulare are described as follows, to-wit:

Witness my hand this 12th day of July A. D. 1965

State Water Resources Commission

By: J. W. GFINES
Chief Engineer, Executive Officer

on or before
(First Publication April 8, 1964)

APPROPRIATION OF WATER

Office of State Water Resources Commission,

Pierre, S. Dak., March 24, 1964

Notice is hereby given that ~~xxxxxx~~ the City of Tulare ~~xxxxxx~~ whose post office address is ~~xxxxxx~~ 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 2.0 cubic feet of water per second of time from the ~~xxxx~~ artesian ground water through the municipal well ~~xxxxxx~~, the point of diversion of which is to be located on the ~~xxxxxx~~ ~~xxxxxx~~ In the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27 Twp. 115N Range 54W. Said water to be used for the purpose of providing irrigation on the ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~

Municipal supplies for the City of Tulare

~~xxxxxx~~ ~~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 May, 1964 at 2:00 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.

cc: Harold Jones—Publisher
Redfield Press
Redfield, S.D.

State Water Resources Commission

By:

BURTON F. JONES
Water Right Specialist

PROOF OF PUBLICATION

STATE OF SOUTH DAKOTA }
County Spink } ss.

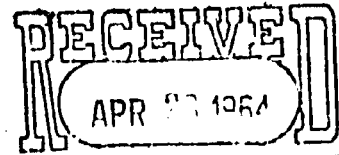
Harold D. Jones being duly sworn, deposes and says the annexed printed copy of Notice of Intention to appropriate Water was taken from the Redfield Press a newspaper which during the whole time of publication of said notice herein after stated, has been and is printed and published in the City of Redfield County of Spink and State of South Dakota; that the said notice was published in said newspaper on the following dates:

April 2, 9, 16, 23

in each and every issue of the full number thereof, the first publication being made on the 2nd day of April 1964 and the last publication on the 23rd day of April 1964, upon which days or times of publication aforesaid the newspaper was regularly published, and that during the whole time of said publication he was Editor the printer and publisher of the said newspaper.

Subscribed and sworn to before me this 23rd day of April A. D. 1964

Notary Public Spink County, S. D.

STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

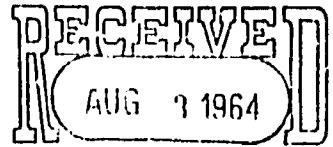
No. 60
NOTICE OF INTENTION TO APPROPRIATE WATER No. 1035-3
Office of State Water Resources Commission
Pierre, South Dakota
March 24, 1964

Notice is hereby given that the City of Tulare, South Dakota, has made an Application in accordance with the provisions of the water law of South Dakota for a permit to appropriate for beneficial use 120 cubic feet of water per second of time from the Artesian Ground Water through the Municipal Well, the point of diversion of which is to be located in the S.E. 1/4 of the S.E. 1/4 of Section 27, Township 115N Range 64W. Said water to be used for the purpose of providing Municipal Supplies for the City of Tulare.

This Application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 6th day of May, 1964, at 2:00 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: HURTON P. JONES
Water Right Specialist
(April 2, 9, 16, 23)

Permit No. 1085-3Water Division No. 3 James River Water District
STATE WATER RESOURCES COMM.
PIERRE SOUTH DAKOTA

NOTICE OF COMPLETION OF WORKS

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

(P. O.)

(Date)

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

DEAR SIR: Notice is hereby given of the completion of the works for the diversion of 150 gpm

cu. ft. per second of the waters of the state from well

under the Dakota Sandstone

for Municipal purposes

in accordance with the terms and conditions of a certain permit heretofore issued by the Water Resources Commission of the State of South Dakota.

1. The name of the person or corporation holding said permit is City of Tulare

2. The postoffice address of such person or the place of business of such corporation is Tulare
County of Spring State of S. D.

3. The number of such permit is 1085-3 and the date set for the completion of such work is

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 150 gpm cubic feet per second.

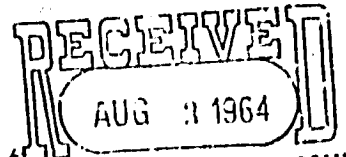
6. The amount of land for which said water is available is City of Tulare acres
particularly described as follows:

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

(Signature of Owners)

B. E. Schumacher

Engineer for City of Tulare

Permit No. 1085-3Water Division No. 3STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

Notice of Application of Water to Beneficial Use

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

(P. O.)

Tulare

(Date)

July 30, 1964

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

DEAR SIR: Notice is hereby given that on the _____ day of _____

19____, at Tulare County of Spink State of South Dakota,

before _____ (Examining Engineer or Officer) proof will be submitted of the application to beneficial use

of 150 gpm cubic feet per second of the waters of De la Motte San. & Sewer_____ In accordance with the terms and conditions of Permit No. 1085-3

heretofore issued by the Water Resources Commission of South Dakota.

1. The name and postoffice address of the person or corporation holding said permit are _____

City of Tulare, S.D.

2. The use to which said water has been applied is _____

Municipal

3. The amount applied to beneficial use is _____

150 gpm

4. The place where said water is used is (If for irrigation, give full and accurate description of the lands irrigated) _____

5. The name of the canal or ditch or other works by which said water is conducted to such place of use is _____

6. The right to take the water from such works is based upon permit No. 1085-3

7. The source of supply from which such water is diverted is _____

De la Motte San. & Sewer

8. The date of priority which said user is prepared to establish is _____

(Sign)

B. E. Schumaker

Permit No. 1085-3
JAMES
 Water Division No. 3 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 _____

the City of Tuxedo, of _____

SPINK County, South Dakota, holder of Permit No. 1085-3, issued upon Application No. 1085-3, bearing date of priority of MARCH 12, 1964, authorizing the diversion of 210 cu. ft. per second of the waters of GROUND WATER for MUNICIPAL purposes. I have to report on the condition of the same as follows:

The diversion works comprise: 958' WELL W/ 6" CASING, CEMENT
GRAouted FROM TOP OF FORMATION TO SURFACE.
4" JACUZZI SUBMERSIBLE PUMP W/ ELECTRIC
MOTOR- RATED @ 150 GPM.

and the system is in the following condition: EXCELLENT

The point of diversion is located AS SHOWN ON THE APPLICATION

The works are capable of diverting and conveying to the place of use 33 cu. ft. per second of water, which is to be used for _____

The legal sub-divisions to be irrigated are: _____

_____ comprising a total of _____ acres of land.
 The domestic use intended comprises _____

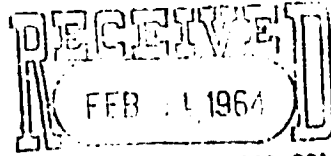
The utilization for power, mining, or other beneficial uses comprises: _____

Witness my hand, this 6th day of July, A. D. 1965

—SEAL—

Examining Engineer.

OFFICER



STATE WATER RESOURCES COMMISSION
PIERRE, SOUTH DAKOTA

ARTESIAN WATER WELL

TULARE, SOUTH DAKOTA

Notice is hereby given that the Board of Trustees of the Town of Tulare, South Dakota, at the City Hall will on Monday, June 1, 1925, at 10:00 A.M. Standard Time, will be publicly opened and read aloud for recording the bids, bids submitted and equipment and performing all work for construction of a new well.

The scope of the work will include drilling a shafted water well, approximately 1200 feet deep.

The bidder shall submit the proposal on the form prescribed and proposals will be rejected if they show any conditional or uncalled for alterations.

All bids shall be on the basis of cash payments for the work accomplished.

Each bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add-ons plus and drawn on a solvent State or National Bank located within the State of South Dakota, or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the Town of Tulare. Proceeds of the check or bond may be retained by the Town of Tulare as liquidated damages if the successful bidder fails to execute a contract and file an approved bond for the faithful performance thereof, within ten (10) days after acceptance of his bid and presentation of the contract for signature.

The Town Board reserves the right to retain bid guarantee of the three lowest bidders for a period not to exceed 30 days after the date and time set for the opening of the bids. The Town Board reserves the right to reject any and all bids or any parts thereof and further reserves the right to award the contract in the best interests of the town.

Plans and specifications, proposal forms, and contract documents, for the project may be seen and inspected at the Office of the Auditor, or at the office of Schmecker, Shaffer and Paul, Engineers, Room 207 Commercial Building, Mitchell, South Dakota. Plans and specifications and proposal forms may be obtained from the Engineers' office, Box 357, Mitchell, South Dakota, on receipt of \$5.00, said \$5.00 to cover the cost of handling.

Published by the authority of

City Auditor, Town of Tulare

TO: Town Board
Tulino
South Dakota

Gentlemen:

After making careful examination of the plans and specifications and location of the proposed well and related work, the undersigned agrees to furnish all labor, equipment and materials that are necessary to complete, in a workmanlike manner and in accordance with the plans and specifications and under the conditions named, the following items of work or materials at the prices named.

Item	Description	Quantity	Unit Price	Total Price
1.	8" minimum diameter bore hole, complete in place	1250 L.F.		
2.	8" diameter black iron pipe casing, complete in place	1200 L.F.		
2a.	8" diameter black wrought iron casing, complete in place	1200 L.F.		
			Do not add in total	
2b.	6" diameter copper pipe casing, complete in place	1200 L.F.		
			Do not add in total	
3.	Grouting from surface to top of water bearing formation	1200 L.F.		
4a.	Well Screen - slotted, shutter or perforated, complete in place	25 L.F.		
4b.	Well Screen - wound, complete in place	25 L.F.		
5a.	Testing artesian flow, 24 hours	L.S.		
5b.	Testing pumping, 12 hours	L.S.		

Item	Description	Quantity	Unit	Unit Price
6.	Surface piling and valving, end pedestal, complete in place	1.5.		
7.	Extra work cost plus _____%			
TOTAL BID				

The undersigned agrees to complete all work covered by these contract documents within _____ calendar days from and after the date for commencing work, as set forth in the written work order to be issued by the Owner.

Within ten (10) days of receipt of Notice of Acceptance of this bid, the undersigned will execute the formal contract and will deliver approved surety bonds the faithful performance and maintenance of this contract. The attached deposit check in the sum of _____ (Dollars) (\$ _____) is to become the property of the Town of Tulare, South Dakota, in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully submitted,

By _____

Address _____

(SEAL)

SPECIAL CONDITIONS

1. Location. The well is located in the SW 1/4 of Section 27, T15N, R34W, of the 5th P.M., and approximately 100 feet north of the existing well and well house of the Town of Tulare.
2. Site. The Town of Tulare owns approximately one-half a city block at the drilling site. The Contractor may use this site for the storage of equipment and material and for pits. Upon completion of the project, the Contractor shall fill and level the site to the Owner's satisfaction. Any damage to the adjoining property shall be the Contractor's liability.
3. Invoice for Materials. The Contractor shall furnish to the Engineer a copy of invoices for all material installed in the well, including casing, cement and piping. Such invoices shall fully describe the material listed as to weight, type, classification, etc.
4. Contractor's Qualifications. The Contractor may be required to provide satisfactory proof of his financial and technical ability to construct a well of this type. He shall have previous experience in constructing wells of this depth, diameter and pressure. He may be required to submit proof that he has adequate equipment and experienced personnel to perform all work required.
5. Drilling Information. The existing Tulare well was drilled to a depth of 1040 feet in 1902 and cased with 6" iron pipe. Records indicate recasing to 4" in 1932 and a new depth of 1200 feet. This data is supplied as general information only and the Owner does not warrant its correctness.
6. Well Pressure. It is expected that the artesian surface pressure will run in the 20 to 40 pound per square inch range. This information is estimated and the Owner and the Engineer offer the information so qualified.
7. Log of Well and Related Records. The driller shall keep accurate records including its location, depth, date of commencement and completion, character of rocks drilled and fluids encountered, and each driller shall file with the Water Resources Commission before the drilling of any well a notice of intent to drill such well. The above records shall be available to the Commission or its representatives at all times. Such records shall be kept confidential by the Commission or its representatives when so requested by the Owner or driller.

When so requested by the Commission or its representatives or the State Geologist, access to all wells shall be given by the Owner or driller for the purpose of making electric, or radio-activity logs, caliper, leakage and other surveys that pertain to the condition of the well. Such records shall be

placed on permanent file in the office of the State Geologist and in the office of the Commission.

The Contractor shall keep an accurate record of the location of the top and bottom of each stratum penetrated and shall save and deliver to the Engineer a sample of material taken from each ten feet of drilling and at every change in formation, except for the first 900 feet the samples may be taken each 30 feet. Each sample shall be enclosed in a suitable container plainly labeled with the depth at which taken and the data taken. The containers shall be furnished by the Contractor.

Written reports shall be delivered to the Engineer showing the well log including description and top and bottom depth of each formation and the progress of each day's work together with samples taken as described above. He shall keep an accurate "Drilling Time" log showing the drilling time for each 10 feet of drilling for all drilling below 900-foot depth.

Failure on the part of the Contractor to obtain, preserve and deliver such samples or records to the Engineer shall be considered an actual damage to the Owner and shall authorize the Owner to retain from monies due or to become due the contract sum of \$10.00 as liquidated damages for each sample that the Contractor fails to provide.

8. Equipment. The Contractor shall provide all tools, derricks, engines pumps and other machinery and equipment of whatever description that are necessary to complete all work specified or implied herein. The machinery, tools and equipment shall be in good condition and adequate to perform all work required in accordance with these specifications.
9. Record of Casing Installed. The Contractor shall keep an accurate record as assembled of the order, number, size and lengths of the individual pieces of pipe installed in the well.
10. Measurement and Payment. Drilling 8" minimum diameter bore-hole shall be paid for by the foot, including all labor, equipment and materials as necessary to install the casing and screen.

Grouting shall be paid for by the foot. This figure shall include all labor and materials and equipment required to provide the grout complete in place from the top of the water bearing formation to the surface of the ground.

Casing shall be paid for by the foot, including all labor, materials and equipment to set the casing complete in place. Screen or perforated casing shall be paid for by the foot complete in place, including all labor, equipment and materials.

Testing shall be paid for on a lump sum basis: (1) 24-hour test flow using artesian pressure; (2) 12-hour test flow using pumping equipment after development of the well. If it is necessary to use test procedure No. 2, any additional pumping time in excess of 12 hours will be paid for at the rate of \$10.00 per hour.

The driller shall provide and install on top of the casing a six-inch tee, a four-inch reducer and a four-inch plug valve. In addition an auxiliary four-inch overflow line and four-inch plug valve shall be installed as shown on the drawings. The well house is not under this contract. The pedestal is under this contract. The above listed valves and piping shall be measured and paid for as one lump sum unit complete in place.

11. Well Screen. Based on samples taken from the water producing formation a decision by the Engineer, Owner and Driller as to the type and length of screen shall be made.

The screen shall be constructed of stainless steel or Everdur metal. The screen may be of the perforated tube type, shutter type or continuous wound, depending on the samples taken and the type of formation encountered. If a continuous wound type of screen is selected, it shall be designed for the formation in which it is placed. Samples of sand formation shall be submitted to the screen company for analysis.

In any event, the screen selected shall be designed to screen out 90% of the particles encountered in the formation and shall provide sufficient opening so that the velocity of the water passing through the screen openings shall not exceed 0.1 feet per second. All openings shall be free from jagged edges and irregularities.

It is anticipated that the screen length will not exceed 50 feet; however, the final determination will depend on the water bearing formation, estimated well production and type of screen.

The screen shall be 6-inch O.D. and fit inside the proposed well casing. The screen shall be sealed to the casing by use of a lead packer or other approved seal. The screen shall be of adequate strength to resist the external forces that will be applied after it is installed and to minimize damage during installation.

The Contractor shall provide drawings and technical data on the screen to the Engineer for approval.

The screen shall be provided with fittings as necessary for closing the bottom and a bail for removing said screen.

12. Testing. A temporary screen if required shall be installed for initial flow tests to determine well capacity and final screen design.

If required the Contractor shall furnish and install a test pump and drive of 200 gpm capacity complete with piping and valves as necessary for control.

The Contractor shall provide all necessary equipment to make flow tests and determine capacity, including a draw down gauge and piping in the event of a test pump installation.

Test discharge piping shall terminate at least 25 feet from the well.

13. Driller's License. Every well driller, before doing any well drilling, and before taking any such work, shall first secure and thereafter maintain a license, which license and current renewal shall always be plainly displayed at a conspicuous place on the premises where the work is being conducted. The fee for such license shall be twenty-five dollars and a like sum must be paid to and the license and renewals issued by the Commission. The Commission shall deposit all funds collected by it with the State Treasurer. Such license may be revoked by the Commission upon refusal of the driller to complete properly any well in accordance with good practices of well construction.

GENERAL DRILLING PROCEDURE

1. Pipe. All pipe to be placed permanently in the well shall be new. The pipe lengths shall be straight, the ends of the pipe shall not be bent and the threads and couplings shall be undamaged.
2. Joints. All joints shall be watertight. Couplings shall be screwed to refusal; no loose, crooked, or poorly threaded joints shall be permitted.
3. Pipe Weight.

6" Black Steel Pipe	Schedule 40	19.18 lbs./ft.
6" Wrought Iron Pipe	Schedule 40	19.45 lbs./ft.
6" Copper Pipe	Seamless "K"	13.90 lbs./ft.
4. Drilling. All drilling under this contract shall be paid for by the foot. The bid price for drilling shall include all labor, material, set-up time, tools and equipment to properly bore the well in accordance with the attached contract, specification, and drawings. All boring or drilling shall be true and vertical with a maximum allowable deviation of 2 degrees.
5. Casing. Casing material shall be black iron pipe, wrought iron pipe, or copper as finally selected by the Owner. The weight of the casing shall be as given under Item 3, "Pipe Weights".
6. Plumbness and Alignment. All holes shall be constructed and all casing set round, plumb and true to line as defined herein. To demonstrate the compliance of his work with this requirement the Contractor shall furnish all labor, tools, and equipment and shall make the tests described herein in the manner prescribed by, and to the satisfaction of, the Engineer. Tests for plumbness and alignment shall be made after the complete construction of the well and prior to its acceptance. Additional tests may be made by the Contractor at any time. No specific payment shall be made by the Owner for these tests.

Plumbness and alignment shall be tested by lowering into the well to a depth of 400 feet a section of pipe 40 feet long, or a dummy of the same length. The outer diameter of the plumb shall not be more than 1/2" smaller than the diameter of the casing. If a dummy is used, it shall consist of three (3) rings on a rigid spindle 40 feet long. The rings shall be truly cylindrical, 12 inches wide, and spaced one each end and one in the center of the spindle.

Should the dummy fail to move freely throughout the length of the casing or hole, to a depth of 400 feet, or should the well casing be more than two (2) degrees out of plumb, the plumbness and alignment shall be corrected by the Contractor at his expense.

7. Setting the Casing. The casing shall be centered in the bore hole by approved centralizers attached to the 6" casing no farther apart than 50 feet. The annular space between the casing and the bore hole shall be at least $3/4$ of an inch.
8. Grouting. The casing shall be pressure grouted from the surface to the top of the water producing formation.

The cement grout shall be placed in the annular space between the outside of the casing and the sides of the hole. The grouting is to be completed and allowed to set for 72 hours before drilling is continued. With quick-setting cement this period may be reduced to 48 hours. The grouting shall be completed before any drilling is started into the producing artesian aquifer.

The grouting shall be done by either pumping the grout through the inside of the casing and forcing it up around the outside of the casing or by pumping the grout through a small pipe placed to the bottom of the hole between the outside of the casing and the sides of the hole and forcing the grout up around the outside of the casing. In no case shall the grout be placed by allowing it to fall by gravity around the outside of the casing. The initial grout pumped into the bore hole shall be wasted in order to provide that the grout left in place is reasonably clean. The Engineer shall be notified prior to grouting.

Grout shall be proportioned of cement and the minimum quantity of water required to give a mixture of such consistency that it can be forced through the grout pipes. The cement shall be Portland Cement and each cubic foot of cement shall be mixed with a maximum of $5\frac{1}{2}$ gallons water. With approval of the Engineer, the Contractor may use up to three per cent (3%) roughage or lubricating material such as "Jellflake," "Cellulose Flakes" or "Aqua Jell." The mixture, method of mixing, consistency of grout and method of grouting shall be approved by the Engineer.

The minimum average thickness of the cement grout in place shall be $3/4$ of an inch.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. _____

That we _____
(Contractor)

_____, of _____
as Principal, and the _____

are held and firmly bound unto _____
(Owner)

_____, hereinafter called the Obligee, in the sum of
_____ (\$ _____)

Dollars, for which payment said Principal and Surety bind themselves by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee dated
the _____ day of _____, 19____, to:

which contract and specifications are hereby referred to and made a part hereof.

NOW, THEREFORE, The condition of this obligation is such, that if the said principal shall
faithfully perform said contract and indemnify the said Obligee from any loss, resulting from the
breach of any of the terms and conditions thereof and shall promptly pay all persons supplying labor
or material in the prosecution of the work provided for in such contract, then this obligation shall
be void, otherwise to remain in full force and effect.

Dated this _____ day of _____, 19____.

Countersigned _____

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
County of _____) SS.

On this _____ day of _____, 19____, before me, the undersigned

5. Special Conditions
6. Detailed Specifications
7. Complete Plans
8. Construction Contract

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

(SEAL)

ATTEST:

TITLE

(SEAL)

ATTEST:

TITLE

Provision has been made to pay the liability that will accrue under this contract.

CONTRACTOR

BY: _____

TITLE: _____

OWNER

BY: _____

TITLE: _____

Approved as to form:

(ATTORNEY FOR OWNER)

DATE: _____

CONSTRUCTION CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____ 19____, by and between _____, party of the first part, hereinafter designated as the OWNER and _____, party of the second part, hereinafter designated as the CONTRACTOR.

WITNESSETH: That the Contractor, for and in payments made to him as herein specified, hereby covenants and agrees to perform and execute all of the provisions of the plans, specifications and proposals for the project entitled _____ and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation service required to complete the construction of the project, all in strict accordance with the plans and specifications, including any and all addenda, and in strict accordance with the contract documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the city or its authorized representative.

CONTRACT PRICE: In consideration of the performance by the Contractor of his covenants and agreements as herein set forth, the Owner hereby covenants and agrees to pay the Contractor according to the prices set forth in the attached proposal at the time and in the manner stated in the attached proposal at the time and in the manner stated in the attached specifications.

COMPONENT PARTS OF CONTRACT: This contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full.

1. Advertisement for Bids
2. Information for Bidders
3. Proposal
4. General Conditions

officer, personally appeared _____

who acknowledged himself to be the _____
(Official Title or Attorney-in-Fact)

of the _____

and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
the day and year last above written.

Notary Public

My Commission Expires:

_____, 19____.

GENERAL CONDITIONS

ITEM 1

DEFINITION OF TERMS

- 1.1 Definitions. Wherever in these Specifications or in the Contract or both, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
- 1.2 Owner. The party of the first part in the Contract for this work.
- 1.3. Engineer. SCHMUCKER & SHAFFER
CONSULTING ENGINEERS
Box 357
Mitchell, South Dakota
- 1.4 Inspector. The authorized representative of the Engineer, assigned to supervise and inspect any or all parts of the work and the materials to be used therein.
- 1.5 Bidder. An individual, firm, or corporation submitting a proposal.
- 1.6 Contractor. The individual, firm, or corporation, party of the second part, with which the Contract is made by the Owner.
- 1.7 Superintendent. The authorized representative of the Contractor.
- 1.8 Surety. The corporate body which is bound with the Contractor for the faithful performance of the work governed by the Contract.
- 1.9 Proposal. The offer of the Bidder, made out on the prescribed form, giving prices for performing the work described in the Plans and Specifications.
- 1.10 Proposal Guarantee. The security designated in the proposal and furnished by the bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.
- 1.11 Plans. The plans, profiles, general details, layouts and supplemental drawings or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and the details of the work, and which are a part of the Contract.
- 1.12 Specifications. The directions, provisions, and requirements contained herein or supplemented by such "Special Provisions" and "Supplemental Agreements" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of the materials to be furnished under the Contract. Where the phrases "ordered by the Engineer" or "To the satisfaction of the Engineer" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of the proposal and the specifications. "Special Provisions" and "Supplemental Agreements" will cover alterations in the plans and specifications which are necessary to the proper completion of the work and will take precedence over the original specifications wherever in conflict therewith.

General Conditions

- 1.13 Contract. The agreement between the Owner and the Contractor, covering the furnishing of materials and performance of the work. The Contract will include Notice to Bidders, Proposal, Plans, Specifications, Contract Bond and Supplemental Agreements.
- 1.14 Contract Bond. The security furnished by the Contractor and the Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the Contract.
- 1.15 Right-of-Way. The land provided by the Owner or Contractor upon which to construct the improvements.
- 1.16 The Work. The completed work contemplated and covered by the Contract.
- 1.17 Working Day. A working day is defined as a calendar day, not including Sundays or legal holidays, in which weather or other conditions not under the control of the Contractor will permit the performance of the principal units of work under way for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

ITEM 2

INSTRUCTIONS TO BIDDERS

- 2.1 Contents of Proposal Forms. Bidders will be furnished with proposal forms which will state the description of the proposed work to be performed, a schedule of items for which unit prices are asked, and a schedule of items for which lump sum bids are asked.
- 2.2 Statement of Bidder's Qualifications. Each Bidder must furnish a statement of the Bidder's financial resources, his construction experience, and his organization available for work contemplated if such statement is requested in the Notice to Bidders. The statement shall be filed with the proposal in a separate sealed envelope, marked "Financial and Experience Statement".

Only the envelopes of the low bidders to whom the award of a Contract is being considered, will be opened and reviewed by the Owner.

No statement will be read aloud at the bid opening. Upon the award of the Contract or Contracts, the statements of all Bidders, except those to whom a Contract is awarded, may withdraw their statements. The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

In determining the lowest responsible Bidder, the following elements shall be considered: Whether the Bidder involved (a) maintains a permanent place of business. (b) Has adequate plant equipment to do the work properly and expeditiously. (c) Has a suitable financial status to meet obligations incident to the work (d) Has appropriate technical experience, and (e) has a satisfactory past performance record.

General Conditions

The Bidder, to be eligible for the award of the Contract, must be able to show his financial ability to carry on the work until such time as he receives the first payment on the Contract and to finance the work between payments.

- 2.3 Examination of Plans, Specifications and Site of Work. Before filing a bid, a Bidder shall carefully examine the Proposal, Plans, Specifications and Form of Contract to be entered into for the work contemplated. He shall examine the site of the work and satisfy himself as to the conditions which will be encountered relating to the character, quality, and quantity of the work to be performed and materials to be furnished. He shall satisfy himself as to all subsurface obstacles to be encountered. The filing of a bid by the Bidder shall be presumptive evidence that he has complied with these requirements.
- 2.4 Preparation of Proposal. The Bidder shall submit the Proposal on the form prescribed. The blank spaces in the Proposal shall be filled in for each item for which a quantity is given, as may be required by the Proposal for a completed work, and the Bidder shall state the prices (written in ink), for which he proposes to do each item of the work. The Proposal shall be signed in ink by the person or persons authorized to make the bid. If the Proposal is made by an individual, the post office address shall be given. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be given. If made by a corporation, its post office address and title of person signing the proposal shall be given.
- 2.5 Rejection of Proposals Containing Alterations, Erasures or Irregularities. Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, erasures, or irregularities of any kind.
- 2.6 Proposal Guaranty. The proposal shall be accompanied by a Proposal Guaranty of the character and in the amount indicated in the Notice to Bidders.
- 2.7 Delivery of Proposals. Each Proposal shall be placed, together with the Proposal Guaranty, in a sealed envelope so marked as to indicate its contents. When submitted by mail, this envelope shall be placed in another envelope which shall also be sealed and addressed as indicated in the Notice to Bidders. Proposals will be received on or before the hour and date set for the opening thereof and must be in the hands of the official indicated by that time.
- 2.8 Withdrawal of Proposals. A Bidder may withdraw his proposal provided his request in writing to do so is in the hands of the official indicated in the Notice to Bidders by the time set for opening of Proposals.
- 2.9 Public Opening of Proposals. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.
- 2.10 Disqualification of Bidders. More than one Proposal from an individual, firm or partnership, a corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such bidder is interested. Any or all Proposals will be rejected if there is reason for believing that collusion exists between the bidders and all participants in

General Conditions

such collusion will not be considered in future Proposals for the same work. Proposals which the prices are obviously unbalanced may be rejected. Contract will be awarded only to a responsible Bidder.

ITEM 3

AWARD AND EXECUTION OF CONTRACT

- 3.1 Award of Contract. The award of the Contract, if it be awarded, will be made in the best interest of the Owner. The award will be within thirty (30) days after the opening of the Proposal, but in no case will award be made until the responsibility of the Bidder to whom it is proposed to award the Contract, has been investigated.
- 3.2 Return of Proposal Guaranties. Certified checks of the three lowest bidders will be retained until after the contract has been awarded and the bond made. Certified checks of all except the three lowest bidders will be returned within twenty-four (24) hours after the opening of the bids.
- 3.3 Execution of Contract and Bond. Within ten (10) days after written notification of award of contract, the Contractor shall execute and file with the Owner a Contract and Bond on the form provided, in the full amount of the contract price, executed by a surety company authorized to do business in the state in which the work is to be performed, as a guarantee of the faithful performance of the Contract and the payment of all obligations which may be incurred for material and labor used in performance of the work.
- 3.4 Failure to Execute Contract. Should the successful bidder refuse or neglect to execute and file the Contract and Bond within the ten (10) days after written notification of the award of the Contract, the Proposal Guaranty filed with the bid shall become the property of the Owner, not as a penalty, but as liquidated damages.
- 3.5 Beginning of Work. The Contractor shall not begin work until authorized to do so in writing by the Engineer.

ITEM 4

SCOPE OF WORK

- 4.1 Intent of Plans and Specifications. It is the intent of the plans and specifications to describe a completed work to be performed under the Contract. Unless otherwise provided, it is also the intent that the Contractor shall furnish all materials, supplies, tools, equipment, labor, and incidentals necessary for the proper prosecution and completion of the work.
- 4.2 Changes and Alterations. The Engineer shall have the right to make such changes and alterations in the plans or in the quantities of the work as may be considered necessary or desirable, and such changes and alterations shall not be considered as a waiver of any condition of the Contract, nor shall invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased, and no allowances will be made for anticipated profits. When such changes and alterations increase or decrease, the quantity of work to be done, or materials to be furnished under any item in excess of twenty-five (25) per cent, then either party to the contract upon demand shall be entitled to a revised consideration on that portion of the work above or below twenty-five (25) per cent of the quantity stated in the proposal, such revised consideration to be determined by special agreement.

General Conditions

- 4.3 Extra Work. Additional work made necessary by changes and alteration of plans or for other reasons, for which no prices are provided in the contract, shall be defined as "Extra Work" and shall be performed by the Contractor in accordance with these specifications and as directed, provided however, that before any extra work is begun, a "Supplemental Agreement" shall be executed, defining the nature and contract price of such extra work.
- 4.4 Obstructions. Where, during the progress of the work, there are any pipes, structures, track, highway, or public utility that will be affected by his operations, the Contractor shall give written notice to the fact at least twenty-four (24) hours before starting his operations to the party owning such pipes, structures, track, highway, or public utility affected. He will not hinder or interfere with the property owner's operations to protect, support, or remove such affected property. In case such removal, protection, or support is done by the Contractor, and damages ensue, caused by his neglect, carelessness or unskilled operations in so doing, the damages thus accrued, shall be a liability of the Contractor, and the Owner shall the right to deduct the amount thereof from any sums due the Contractor or to become due him, to protect the Owner against such damage.
- 4.5 Final Cleaning-Up. Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean, remove rubbish and temporary structures from the right-of-way, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and leave the site of the work in a neat and presentable condition throughout. Materials cleared from the right-of-way and deposited on property adjacent thereto, will not be considered as a satisfactory method of disposal, unless approved by the Engineer. No payment will be made for this work, its cost being included in the bid.

ITEM 5

CONTROL OF THE WORK

- 5.1 Authority of Engineer. The work shall be done under the supervision of the Engineer, to his satisfaction, and in accordance with the Contract, Plans, and Specifications. The Engineer will decide all questions which may arise as to the quality or acceptability of materials furnished, and work performed; the manner of the performance and the rate of progress of the work; the interpretation of the Plans and Specifications; and the acceptable fulfillment of the Contract on the part of the Contractor. His decisions shall be final, and he shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.
- 5.2 Engineer as Referee. The Engineer will act as referee in all questions arising under the terms of the Contract between the parties thereto, and his decisions shall be final and binding.
- 5.3 Plans. Plans will show the lines, grades, details and general features. Where supplementary working drawings are necessary, they shall be furnished by the Contractor and approved by the Engineer. Authorized alterations will be endorsed on approved plans, or shown on supplemental sheets. The approval by the Engineer of the Contractor's working drawings will not relieve the Contractor of any responsibility of the Contract

General Conditions

The Contractor shall furnish the Engineer with such blue print copies of the working drawings as may be required for approval and for the purposes of supervision; and upon completion of the work, the tracings of such drawings, if required, shall be delivered to the Engineer. The contract price shall include the cost of furnishing all working drawings.

The Contractor shall be furnished with three (3) copies of all Plans, Profiles, and Specifications without expense to him, and he shall keep one copy of same constantly accessible on the work. Additional plans and specifications may be purchased at reproduction cost.

- 5.4 Conformity with Plans. Finished work in all cases shall conform with lines, grades and dimensions shown on the plans. Such deviations from the Plans, approved drawings, and Specifications as may be required will, in all cases, be determined by the Engineer and authorized in writing.
- 5.5 Coordination of Plans and Specifications. These specifications, the accompanying plans and supplemental agreements are essential parts of the Contract, and any requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative and to describe for a complete work. In cases of disagreement, figured dimensions shall govern over scaled dimensions. Any discrepancy between Plans and Specifications noted by the Contractor shall be called to the attention of the Engineer for interpretation.
- 5.6 Contractor's Duty. The Contractor shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. He shall maintain an office on or adjacent to the site of the work.
- 5.7 Contractor's Agent. The Contractor during his absence from the work shall keep a competent superintendent or foreman upon the work, fully authorized to act for him in his absence, and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the Contractor is obligated to do, or concerning any imperfections in work or any material furnished, when given to any foreman or agent of the Contractor in charge of any operation of the work in the absence of the Contractor, shall be considered as notice to the Contractor, provided any notice given under this paragraph shall be in writing.
- 5.8 Construction Stakes. The Engineer will set construction stakes, establish lines and grades and will furnish the Contractor with all necessary information relative to same. The Contractor shall notify the Engineer of his intention to start any portion of the work and shall furnish the stakes and the helpers required for laying out the work.
- The Contractor will be held responsible for the preservation of all stakes and benchmarks, and if, in the opinion of the Engineer, any of the stakes or benchmarks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and deducted from the payment for the work.
- 5.9 Authority and Duties of Inspectors. Inspectors will be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work. An inspector will be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also, to report

General Conditions

to the Engineer whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the Specifications and the Contract, and to call the attention of the Contractor to any such infringements. Such inspection will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and Inspector as to materials furnished or the manner of performing the work, the Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and decided by the Engineer. The Inspector will not, however, be authorized to revoke, alter, enlarge, or release any requirements of these specifications, nor to approve or accept any portions of work, nor to issue instructions contrary to the plans and specifications. He will in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work of the Contractor.

- 5.10 Inspection. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications and of the Contract. If the Engineer so requests, the Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portion 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 and recovering 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 or removing and the replacing and recovering or making good of the parts shall be at the Contractor's expense. No work shall be done nor materials used without suitable supervision or inspection.
- 5.11 Removal of Defective and Unauthorized Work. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense. Work done beyond the lines and grades given, or as shown on the plans, except as herein provided, or any extra work done without written authority will be considered as unauthorized, and done at the expense of the Contractor, and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this paragraph, the Engineer will have authority to have defective work remedied or removed and replaced and unauthorized work removed, and the cost thereof may be deducted from any money due or to become due the Contractor.
- 5.12 Final Inspection. Whenever the work provided for in and contemplated under the contract has been satisfactorily completed and the final cleaning-up performed, the Engineer will make a "Final Inspection". Such inspection will be made within ten days after such completion. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified of the acceptance of same. No time charge will be made against the Contractor between said date of notification of the Engineer in charge and the date of final inspection of the work.

ITEM 6

CONTROL OF MATERIALS

- 6.1 Quality of Materials. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. The materials

General Conditions

to the Engineer whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the Specifications and the Contract, and to call the attention of the Contractor to any such infringements. Such inspection will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and Inspector as to materials furnished or the manner of performing the work, the Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and decided by the Engineer. The Inspector will not, however, be authorized to revoke, alter, enlarge, or release any requirements of these specifications, nor to approve or accept any portions of work, nor to issue instructions contrary to the plans and specifications. He will in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work of the Contractor.

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ITEM 6

CONTROL OF MATERIALS

- 6.1 Quality of Materials. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. The materials

General Conditions

- 7.5 Protection of the Public. The Contractor shall at all times conduct the work in such manner as to insure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefor made necessary by the work shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed upon the site shall be located so as to cause as little obstruction to the public as possible. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and take all necessary precautions for the protection of the work and safety of the public.

The Contractor shall carry the necessary insurance for the protection of the public against his operations. The Contractor's insurance shall cover any material or equipment supplied him by the Owner for installation under this Contract.

- 7.6 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property. All explosives shall be stored in a secure manner and all storage spaces shall be marked clearly "DANGEROUS-EXPLOSIVES". The method of storing and handling explosives and highly inflammable materials shall conform with the Federal and State Laws and regulations.
- 7.7 Protection of Adjoining Property. The Contractor shall take proper measure to protect the adjacent or adjoining property which might be injured by any process of construction; and, in case of any injury or damage, he shall restore at his own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he shall make good such injury or damage in an acceptable manner.
- 7.8 Responsibility for Damage Claims. The Contractor shall save harmless the Owner from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safe-guarding the work by the Contractor; or on account of any claims or amount recovered for any infringement of patent, trademark, or copyright, except as herein elsewhere specifically provided; or from any claims or amounts arising or recovered under the "Workmen's Compensation Law" or any other laws. He shall be responsible for all damage or injury to property of any kind occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on his part in the manner or method executing the work, or due to his failure to execute the work properly, or due to defective work or material. He shall not be released from such responsibility until all claims have been settled and suitable evidence to that effect furnished the Owner.
- 7.9 Contractor's Responsibility for Work. Until the acceptance of the work by the Engineer, as evidenced in writing, it shall be under the charge and care of the Contractor. The Contractor shall rebuild and make good, at his own expense, all injuries and damages to the work occurring before its completion and acceptance. In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all material.
- 7.10 Personal Liability of Public Officials. In carrying out the provisions of the Contract, or in exercising any power of authority granted thereunder, there shall be no liability

General Conditions

upon the Engineer or his authorized assistants, either personally or otherwise, as they are agents and representatives of the Owner.

ITEM 8

PROSECUTION AND PROGRESS

- 8.1 Subletting or Assigning of Contract. The Contractor will not be permitted to assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his rights, title or interests therein, without the approval of the Owner. The Contractor will not be permitted to sublet any portion of the Contract without the approval of the Engineer. No subcontractor will, in any case, relieve the Contractor of his responsibility under the Contract and Bond.
- 8.2 Prosecution of Work. Prior to beginning construction operations, the Contractor shall submit to the Engineer a chart or brief outlining the manner of prosecution of the work that he intends to follow, in order to complete the Contract within the allotted time. The Contractor shall begin the work to be performed under the Contract within thirty (30) days after the date of authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time specified. He shall notify the Engineer at least twenty-four (24) hours before beginning work on any section. The beginning sequence and prosecution of the work shall be governed by the orders of the Engineer, and the Contractor shall conduct his operations so as to impose a minimum interference to the public.
- 8.3 Workmen and Equipment. All workmen employed by the Contractor shall have such skill and experience as will enable them to perform properly the duties assigned them. Any person employed by the Contractor or subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly or otherwise objectionable, shall at the written request of the Engineer be forthwith discharged, and shall not be employed again on any portion of the work without the written consent of the Engineer. The Contractor shall furnish such suitable machinery, equipment and construction forces as may be necessary, in the opinion of the Engineer, for the proper prosecution of the work; and failure to do so may cause the Engineer to withhold all estimates which have or may become due, or the Engineer may suspend the work until his requests are complied with.
- 8.4 Temporary Suspension of Work. The Engineer will have authority to suspend the work wholly or in part for such period as he may consider necessary, and the "Time Charge" will be suspended during such period. Notice of such suspension, with the reasons therefor, shall be given the Contractor in writing. The Contractor shall not suspend work without the written authority of the Engineer.
- 8.5 Computation of Contract Time for Completion. The Contractor shall complete the work within the number of working days stated in the contract. For the purpose of computation, working days will be considered thirty (30) days after the date of the written authorization by the Engineer to begin work.

The Engineer will furnish the Contractor a monthly statement, showing the number of working days charged during the month. The Contractor will be allowed ten (10) days

General Conditions

in which to protest the correctness of the statement; otherwise, the statement will stand. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts or quantities than those set forth in the contract, then additional working days or suspension of time charge will be allowed the Contractor equal to the time which in the opinion of the Engineer, the work as a whole is delayed.

- 8.6 Failure to Complete Work on Time. If the Contractor fails to complete the contract in the working days shown in the Contract, the Time Charge will be made for each working day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the Contract, and each working day under the conditions described in the preceding paragraph, that any work shall remain incompleted after the expiration of the working days specified in the Contract, together with any additional working days allowed, the sum of Seventy-Five (\$75.00) Dollars per working day will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages and added expense for Engineering supervision if so indicated in the SPECIAL CONDITIONS.

If the Contractor determines that an extension of the number of working days as bid is required because of changed and alterations in the amount of work as originally proposed, or because of extra work ordered by the Engineer, the Contractor shall request the necessary extension in writing within ten days after such changes and alterations are started or extra work is ordered; otherwise, the number of working days shall be considered as bid.

- 8.7 Abandonment of Work or Default of Contract. If the Contractor fails to begin work within the time specified, or fails to perform the work with sufficient workmen and equipment; or has insufficient materials to insure the completion of the work within the contract time, or shall perform the work unsuitably; or shall neglect or refuse to remove materials or perform anew such work as may have been rejected as being defective or unsuitable; or shall discontinue the prosecution of the work without authority; or shall become insolvent or be declared bankrupt; or shall commit any act of bankruptcy or insolvency; or shall make an unauthorized assignment for the benefit of any creditor; or from any other cause whatsoever, shall not carry on the work in an acceptable manner, the Engineer may give notice in writing to the Contractor of such delay, neglect, or default, specifying the same. In case the Contractor should abandon and fail or refuse to resume work within ten days after written notification from the Owner or the Engineer, or if the Contractor fails to comply with the orders of the Engineer, when such orders are consistent with this Contract, or with this agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the Owner, or the Surety on the construction bond, or another contract, in completion of the work; and the Contractor shall not receive any rental or credit therefor, it being understood that the use of such equipment and

General Conditions

materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten days after service of such notice, then the Owner may provide for the completion of the work in either of the following elective manners:

(a) The Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due or that may thereafter at any time become due to the Contractor under and by virtue of this agreement. In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract, if the same had been completed by said Contractor, then the Contractor and/or his Surety shall pay the amount of such excess to the Owner.
Or:

(b) The Owner, under sealed bids, after five days notice, published one or more times in a newspaper having a general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided for in this Contract. In case of any increase in cost to the Owner under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor, and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Contract, the Contractor and/or his Surety shall be credited therewith.

When the work shall have been substantially completed, the Contractor and his Surety shall be so notified and Certification of Completion and Acceptance, as provided in Item 9.6 herein, shall be issued. A complete itemized statement of the contract accounts, certified to by the Engineer as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety or the Owner, as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract; or when the Contractor and/or his Surety shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, and materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed

General Conditions

to the Contractor and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the Owner may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale with or without notice as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials or supplies which remain on the work and belong to persons other than the Contractor or his Surety, to their proper owners.

- 8.8 Abandonment by Owner. In case the Owner shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (10) days after written notification by the Contractor, then the Contractor may suspend or wholly abandon the work and may remove therefrom all machinery, tools and equipment and all materials on the ground that have not been included in payments to the Contractor and have not been wrought in to the work. And thereupon the Engineer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all the work actually completed by said Contractor at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon or provided for by the terms of this Contract, and a reasonable sum to cover the cost of any provisions made by the Contractor to carry the whole work to completion and which cannot be utilized. The Engineer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the Owner and all other sums that may be retained by the Owner under the terms of this Agreement and shall certify same to the Owner who shall pay to the Contractor on or before thirty (30) days after the date of the notification by the Contractor the balance shown by said final statement as due the Contractor under the terms of this agreement.
- 8.9 Time of Filing Claims. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Engineer within a reasonable time after the Engineer has given any directions, orders, or instructions to which the Contractor desires to take exception. The Engineer shall reply to such written exceptions by the Contractor and render his final decision in writing. In case the Contractor should appeal the Engineer's decision, any demand for arbitration shall be filed with the Engineer and the Owner in writing within ten (10) days after the date of the Engineer's final decision. It is further agreed that final acceptance of the work by the Owner and the acceptance by the Contractor of the final payment shall be a bar to any claims by either party.

ITEM 9

MEASUREMENT AND PAYMENT

- 9.1 Measurement of Quantities. All work completed under the contract will be measured by the Engineer according to the United States Standard Measures unless otherwise specified. In measurement of pipe for water, sewer and gas lines, no deductions will

General Conditions

be made for fittings or accessories. All measurements of volume will be neat dimensions and shall not exceed those shown on plans or ordered in writing by the Engineer. All measurements by weight shall be actual weights.

- 9.2 Scope of Payment. The Contractor shall accept the compensation as provided in the Contract, in full payment for furnishing all materials, supplies, labor, tools and equipment necessary to complete the work under the Contract; for any loss or damage which may arise from the nature of the work, from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, until the final acceptance by the Engineer, except where such damage is clearly shown to be due to inadequate design and not to improper prosecution of the work; for all risks of every description connected with the prosecution of the work; for all expenses incurred in consequence of the suspension or discontinuance of the work herein specified; for any infringement of patent, trademark or copyright; and for completing the work according to the Plans and Specifications. The payment of any current or partial estimate shall in no way effect the obligation of the Contractor at his own cost to repair or renew any defective parts of the construction or to replace any defective materials used in the construction or to replace any defective materials used in the construction and to be responsible for all damage due to such defects, if such defects or damages are discovered on or before the final inspection and acceptance of the work.
- 9.3 Payment and Compensation for Altered Quantities. When alterations in plans or quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the contract unit prices for actual quantities of work performed and materials furnished, and no allowance will be made for anticipated profits.
- 9.4 Payment for Extra Work. Extra work ordered, performed and accepted will be paid for according to the terms of the "Supplemental Agreements" which will be made at the time the work is ordered.
- 9.5 Partial Payments. The Engineer each month will make an approximate estimate in writing of the materials in place and the amount of work performed and the value thereof at the Contract unit prices. From the total amount so ascertained will be deducted ten (10) per cent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and the remaining ninety (90) per cent of the amount so ascertained will be paid within ten (10) days by the Owner to the Contractor less such amounts as may be required by law to be retained. In addition to the above and upon presentation of certified copies of invoices and freight bills, an estimate shall be made for payment of seventy-five (75) per cent of the value of acceptable reinforcing steel, structural steel, stone, gravel, sand, pipe and accessories or any other non-perishable materials delivered on the work or in acceptable storage places and which have not been used in the work prior to such estimate.
- No estimate other than a final estimate will be made where the value of the work performed since the last preceding estimate is less than \$1,000.00.
- 9.6 Final Completion and Acceptance. Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed or substantially completed, the Engineer and the Owner shall inspect the work and within said time

General Conditions

if the work be found to be completed or substantially completed in accordance with the Plans and Specifications, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion, and thereupon it shall be the duty of the Owner within said ten (10) days to issue a Certificate of Acceptance of the work to the Contractor.

- 9.7 Final Payment. Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner, who shall pay to the Contractor on or before the fifteenth (15) day after the date of the Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract; and said payment shall become due in any event upon said performance by the Contractor.
- 9.8 Delayed Payments. Should the Owner fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, then the Owner shall pay the Contractor, in addition to the sum shown as due by such statement, interest thereon, at the rate of six (6) per cent per annum from date due, as provided in Item 9.5 and Item 9.7, until fully paid, which shall fully liquidate any injury to the Contractor growing out of such delay in payment but the right is expressly reserved to the Contractor, in the event payments are not promptly made, as provided in Item 9.5, to at any time thereafter treat the Contract as abandoned by the Owner, and recover compensation, as provided in Item 8.8 of this Contract.

[illegible]

WELL AND PUMPHOUSE

TULARE SOUTH DAKOTA

SCHMUCKER & SHAFFER
CONSULTING ENGINEERS
MITCHELL, SOUTH DAKOTA

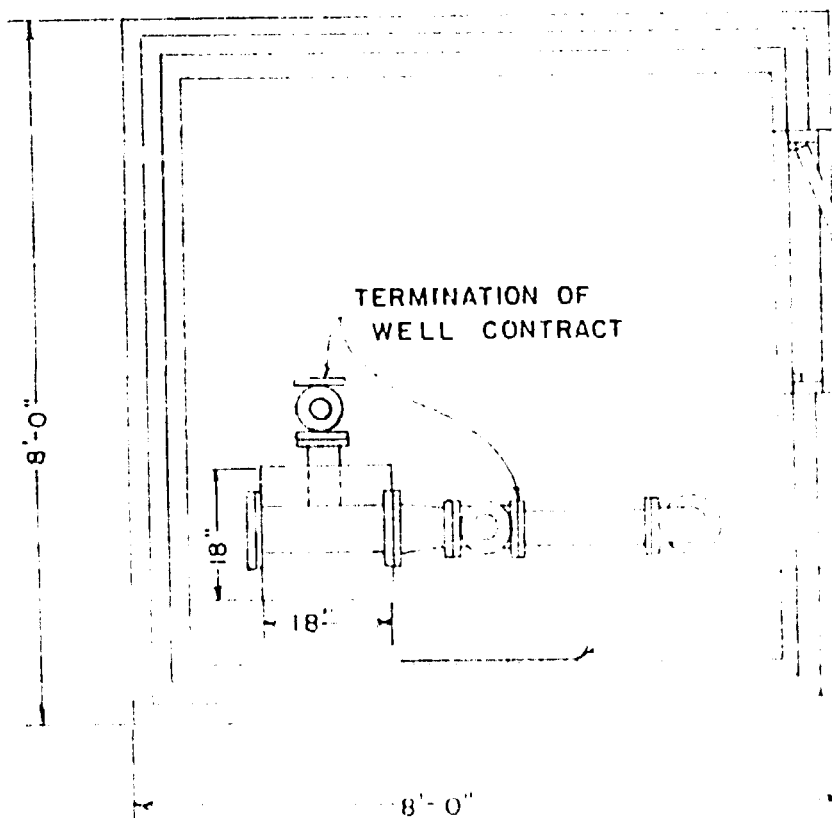
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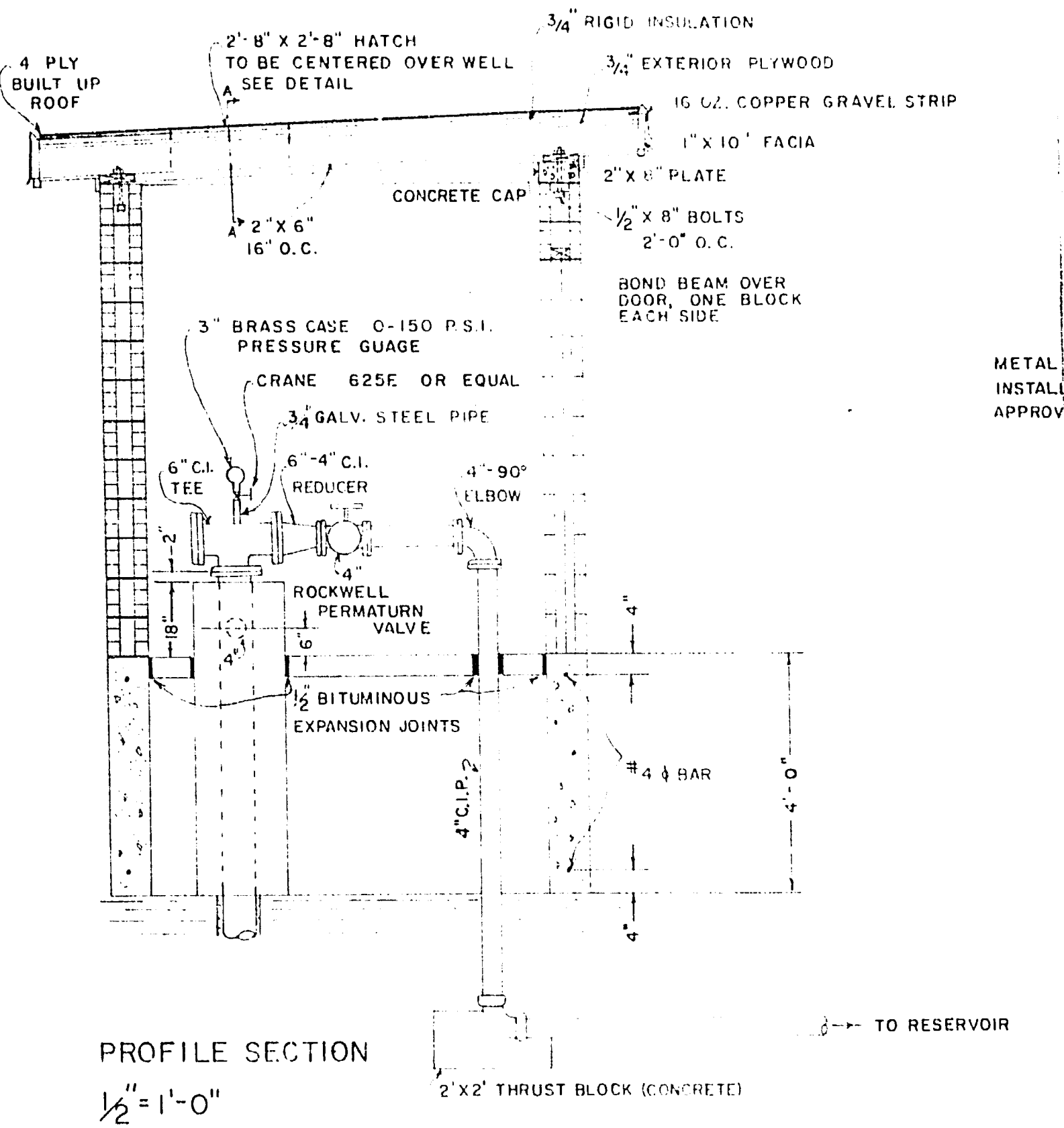
Of



2'-6" X 6'-6" X 1³/₄" DOOR (FIR),
PINEFRAME, COMPLETE WITH
1 PAIR BALLBEARING BUTTES,
YALE LOCK SET, 1 LIGHT

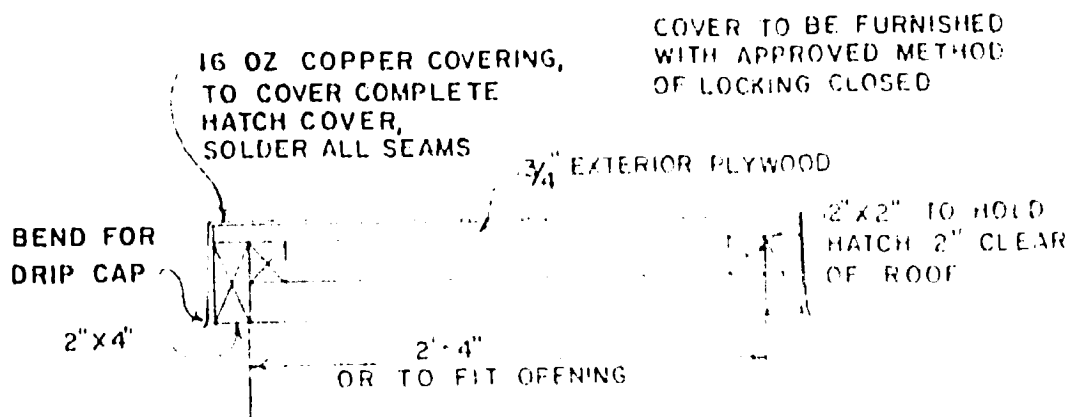
SIGN 10" CENTERED
ON WALL, 5' ABOVE FLOOR
SEE DETAIL

PLAN VIEW
1/2" = 1'-0"

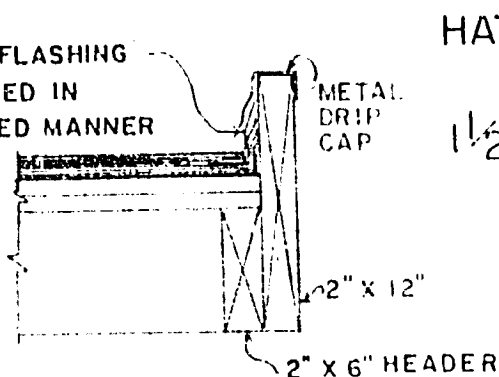


NOTE: PUMPHOUSE NOT IN DRILLING CONTRACT

RIP



METAL FLASHING
INSTALLED IN
APPROVED MANNER

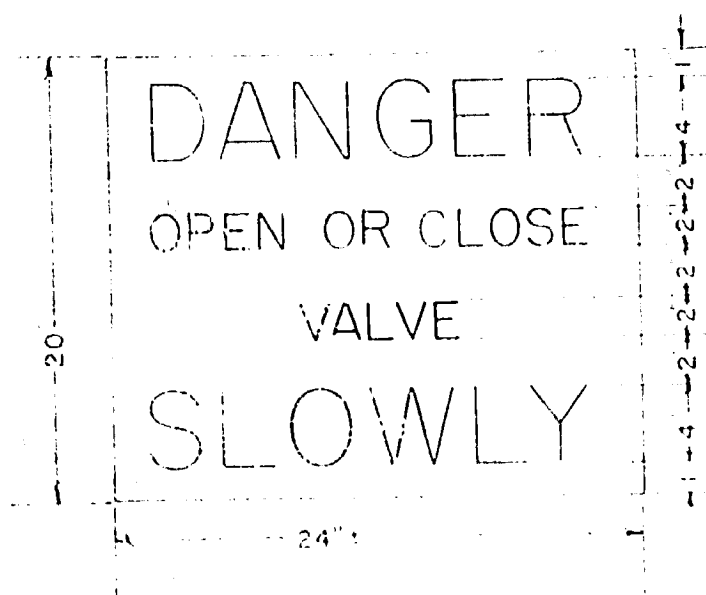


16 OZ
WATER

SECTION A-A

1 1/2" = 1'-0"

RESERVOIR



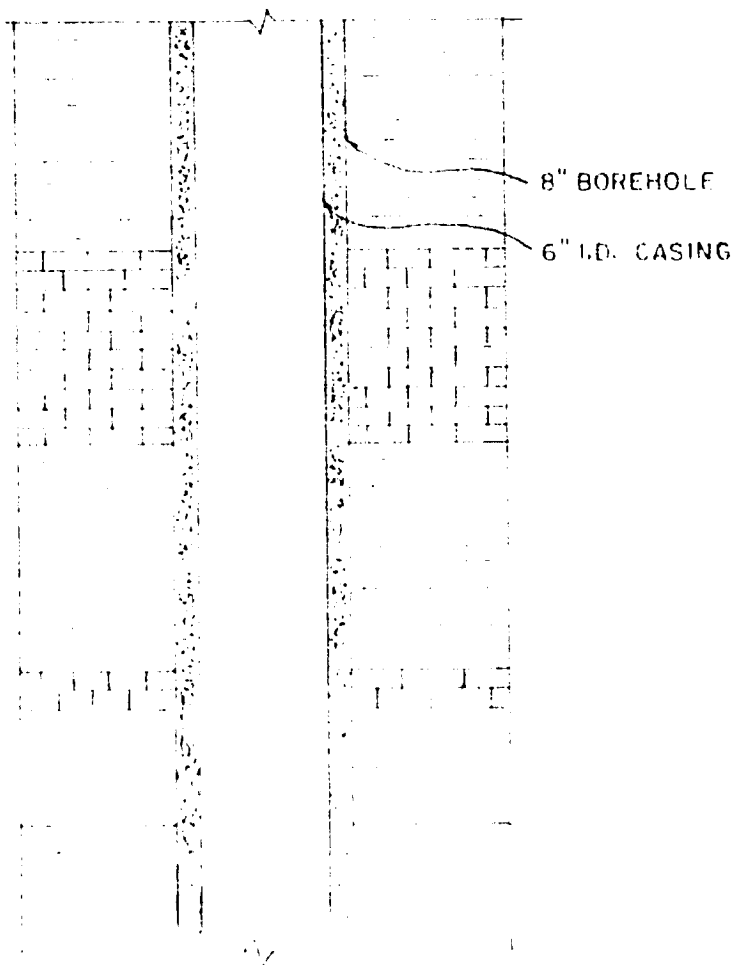
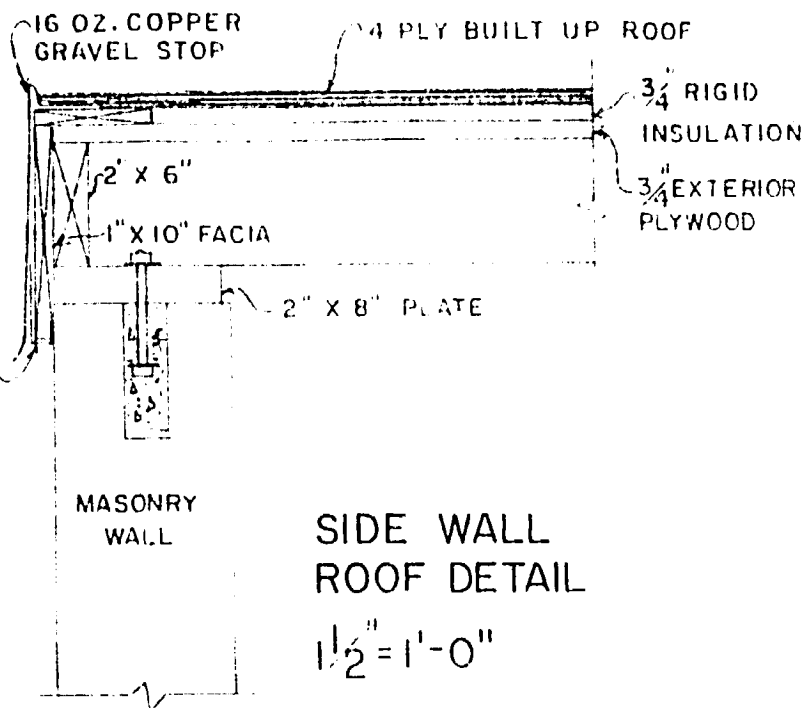
SIGN DETAIL

1 1/2" = 1'-0"

FINISHED
METHOD
D

TO HOLD
2" CLEAR
DOOF

16 OZ. COPPER
WATER STOP



WELL SECTION

1 1/2" = 1'-0"