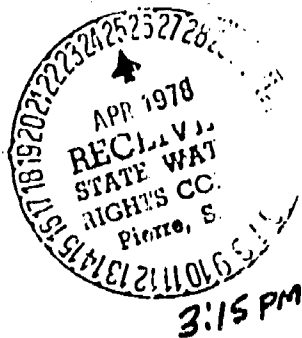


4276-3

1. Considered MAY 25 1978
2. Name of Applicant HARROLD SCHOOL DISTRICT No. 32-1
3. Post Office Address HARROLD, S.D.
4. Amount of Water claimed 1.0 40 G.P.S. 10
5. Source of Water supply 1700' DEEP WELL
6. Water to be used for SCHOOL USE (EXCESS TO BE PIPED TO ADJACENT LAND)
- Acres to be irrigated —
7. Water to be diverted and used in HUGHES County
about 24 SOUTH, 2 miles WEST of HARROLD
8. Proof of Publication Received 5-15-78
Not Received _____
9. Application Approved _____
Subject to _____
Not Approved _____
Action Deferred _____
10. Remarks:

Map No. 3490-3 Water Division No. 3 MISSOURI RIVER District
 No. 4276-3
 (Blanks to be Filled by the Engineer for the W. R. 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 Harrold School District No. 32-1
 Postoffice address Harrold, State South Dakota 57536
 If a corporation show date and place of incorporation _____
 2. Method of accomplishing work (contract, employment of others, or by direct labor) Contract
 3. Name of diversion work Harrold Elementary School Well Drilling and Development Contract
 4. Amount of water claimed (cubic feet per second) + maximum 10 CFS MAX. ALLOWABLE
 5. Source of water supply Sundance Artesian Flow
 6. Location of point of diversion Lot 8, SE 1/4, Sec. 6, T 108 N, R 74 W

- County Hughes
 7. Annual period or periods during which water is to be used Throughout the year
 8. Use to be made of water, (irrigation, industrial, municipal, commercial, recreation, etc.) Municipal (School)
 9. For irrigation use, _____ Total number of acres to be irrigated _____

List below each forty acre subdivision, or lot, or fraction thereof and show number of acres to be irrigated in each.

Land Description	No. Acres Irr.	Land Description	No. Acres Irr.

Attach sheet if more space is needed

10. Time required to complete construction of water supply system 90 1 YEAR ^{days} Additional time required to complete application of water to the proposed beneficial use 1 years.
 11. Choice of newspaper for Notice of Intent to Appropriate Water publication Weekly Capital Journal, Pierre, S.D.
 12. Principal Features of the Proposed Water Supply System.

A. Works proposed to divert water from its natural source. 1700 foot deep 2 inch copper casing to Sundance Artesian Flow. Five-inch steel casing and fittings in insulated surface enclosure.

B. Works proposed to transport water to place of use.

1 1/2-inch copper or PVC service from well to school building.

C. Works proposed to apply water to beneficial use.

Excess water to be piped to stock dam on adjacent land.

Well Contract
 Estimated Total Cost \$ 25,000.00

Attachments: Attach Form 2A if diversion from a well or dugout, or if storage of water, is proposed. Attach map.
 (See instructions concerning preparation.)

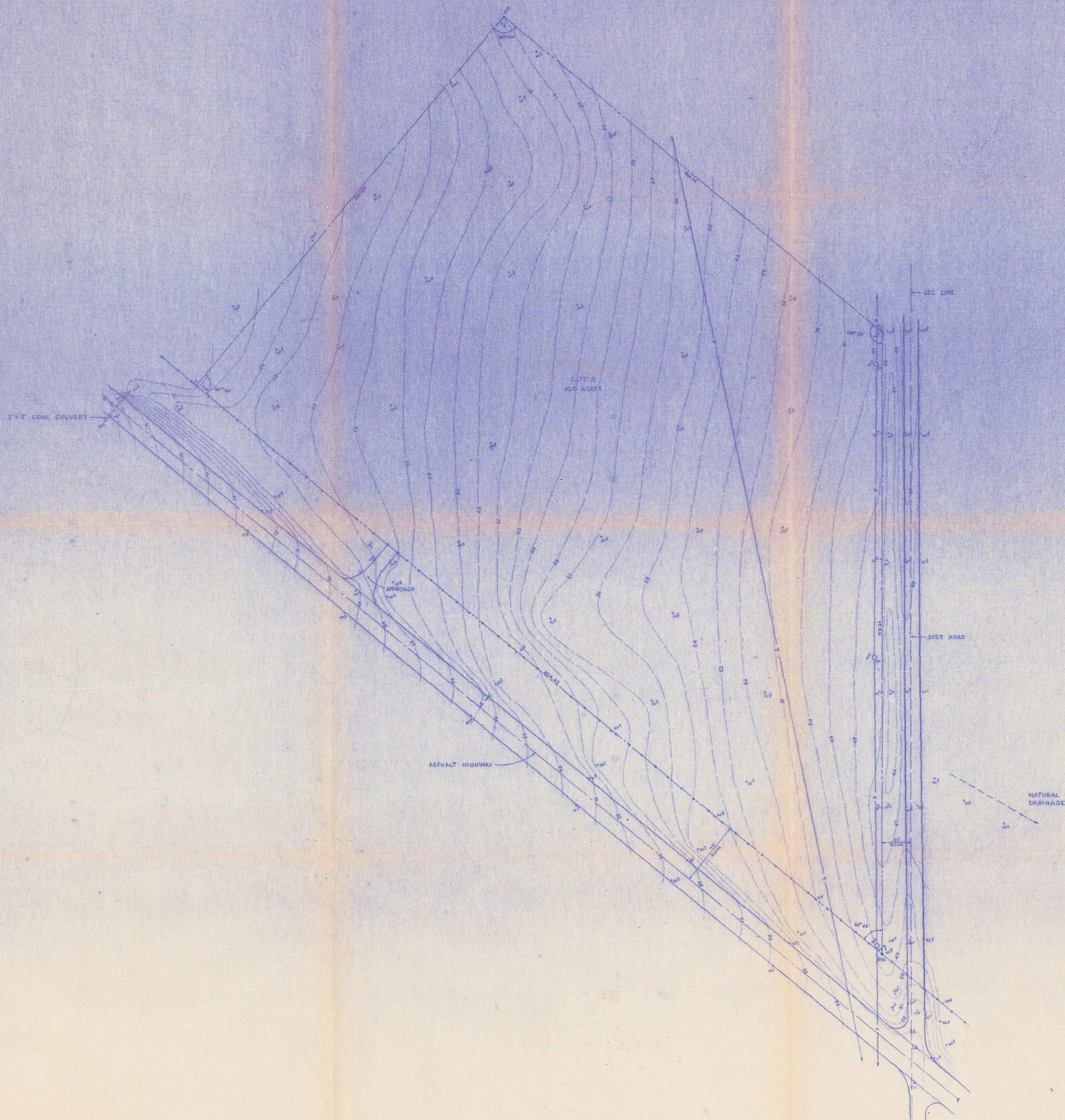
STATE OF SOUTH DAKOTA

County of Hughes

I, Harrold School District 32-1 applicant, certify that I have read the foregoing application and have examined the attached map and that the matters therein stated are true and that I intend, and am able to complete the necessary construction.

Subscribed and sworn to before me this 21 day of April 1978My Commission Expires May 21, 1972

Notary Public (or other qualified officer)



LEGEND

- POWERPOLE
- POWER LINE
- TELEPHONE LINE (UNDERGROUND)
- PROPERTY LINE
- FENCE
- CONTOUR LINE
- 368 SPOT ELEVATION
- DENOTES SET 1/2" REBAR
- BM - AT PIN #1 WITH ELE. OF 488

LEGAL DESCRIPTION
LOT 8 LOCATED IN 6E4 SEC 6, T10N R74W, 5TH PM
HUGHES COUNTY, SOUTH DAKOTA.

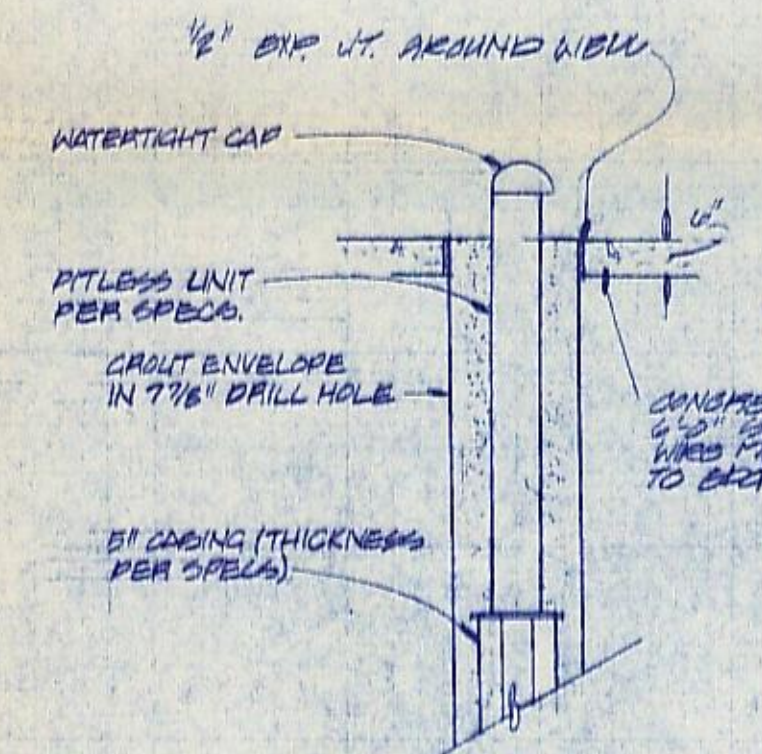
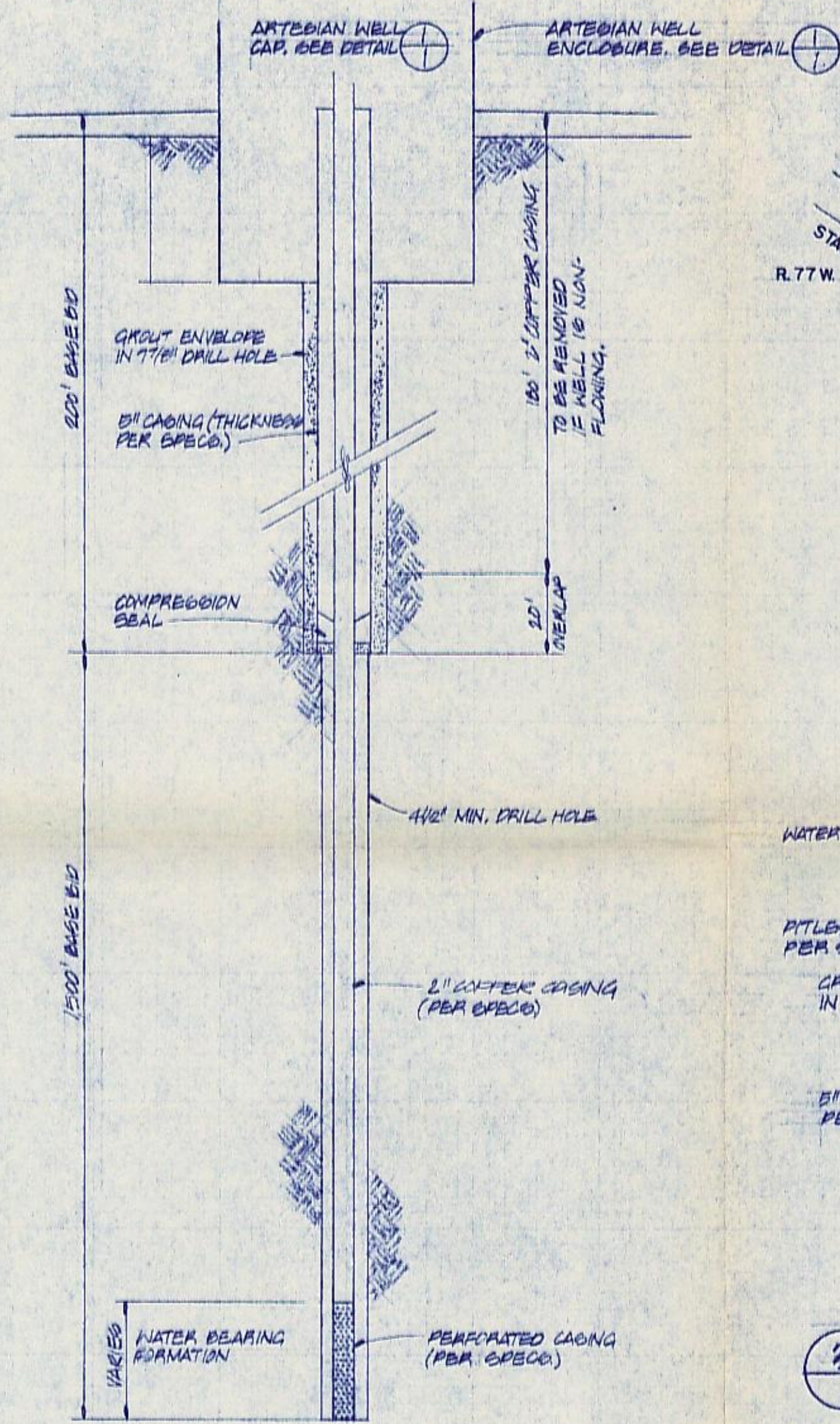
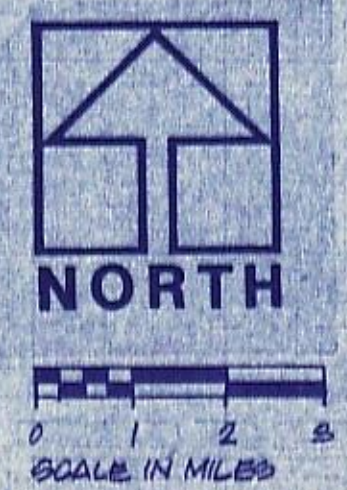
I, LEO J. WOSTER, REGISTERED LAND SURVEYOR NO. 2087
IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT
BEING SO AUTHORIZED, I CAUSED THE WITHIN SURVEY AND MAP
TO BE MADE UNDER MY DIRECTION, AND THE SAID MAP
CORRECTLY SHOWS THE LOCATIONS AND DIMENSIONS TO
THE PROPERTY LINES.

DATE: 12-1-77 BY: *Leo J. Woster*
LEO J. WOSTER

WEST BEND SITE	
TRIDENT ENGINEERS INC.	
SCALE 1" = 50'	CONTOUR INTERVALS - 1'
DATE 11-28-77	JOB NO. 1-190-77
SURVEY LOW	TRIDENT ENGINEERS INC. 223-2525
MAP T.M.C.	109 DEADWOOD, SD

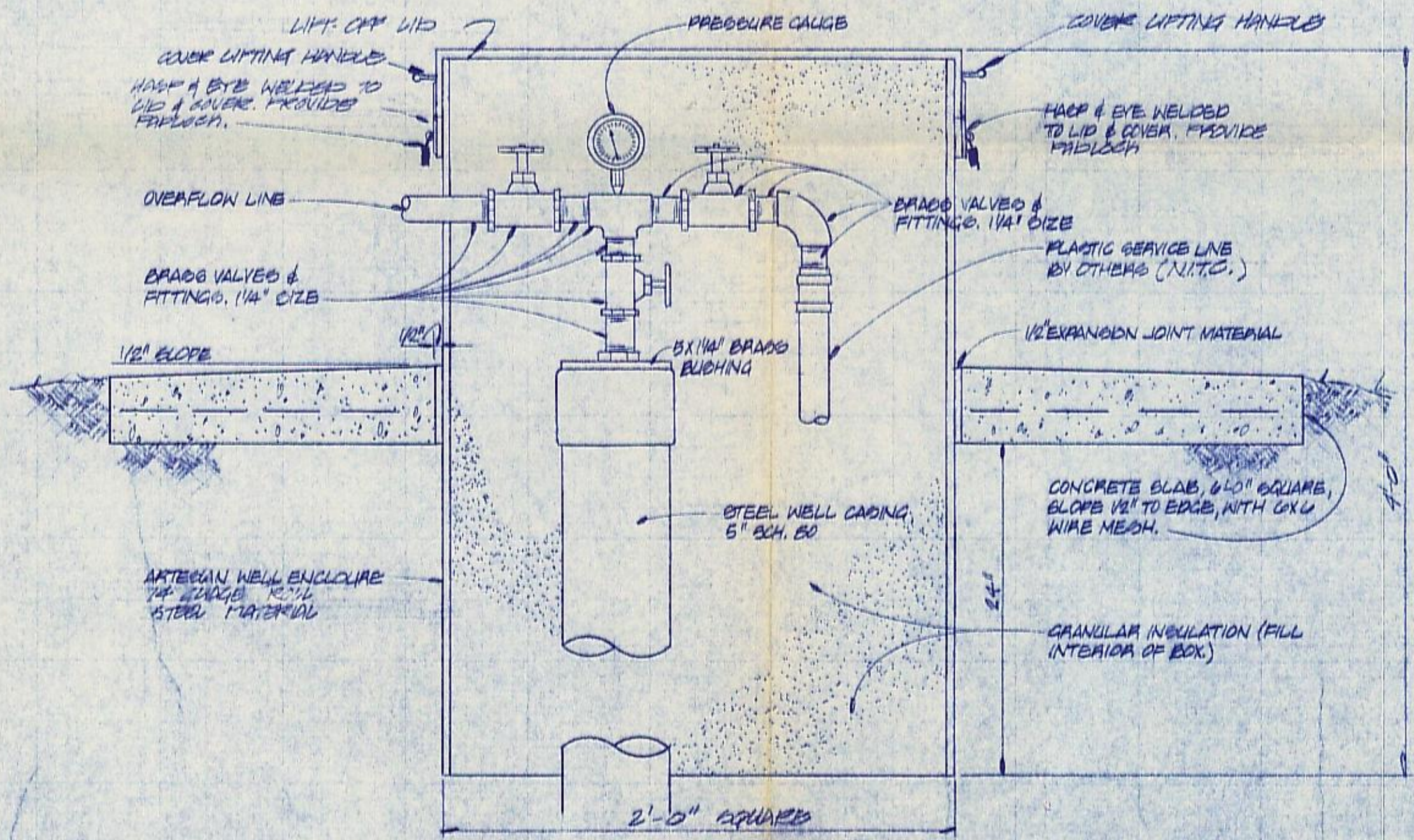
HARROLD ELEMENTARY SCHOOL WELL DRILLING AND DEVELOPMENT CONTRACT

H.E.W. PROJECT NO. S. DAK.-76-C-6002-A26
D.L.R.A. PROJECT NO. 201677

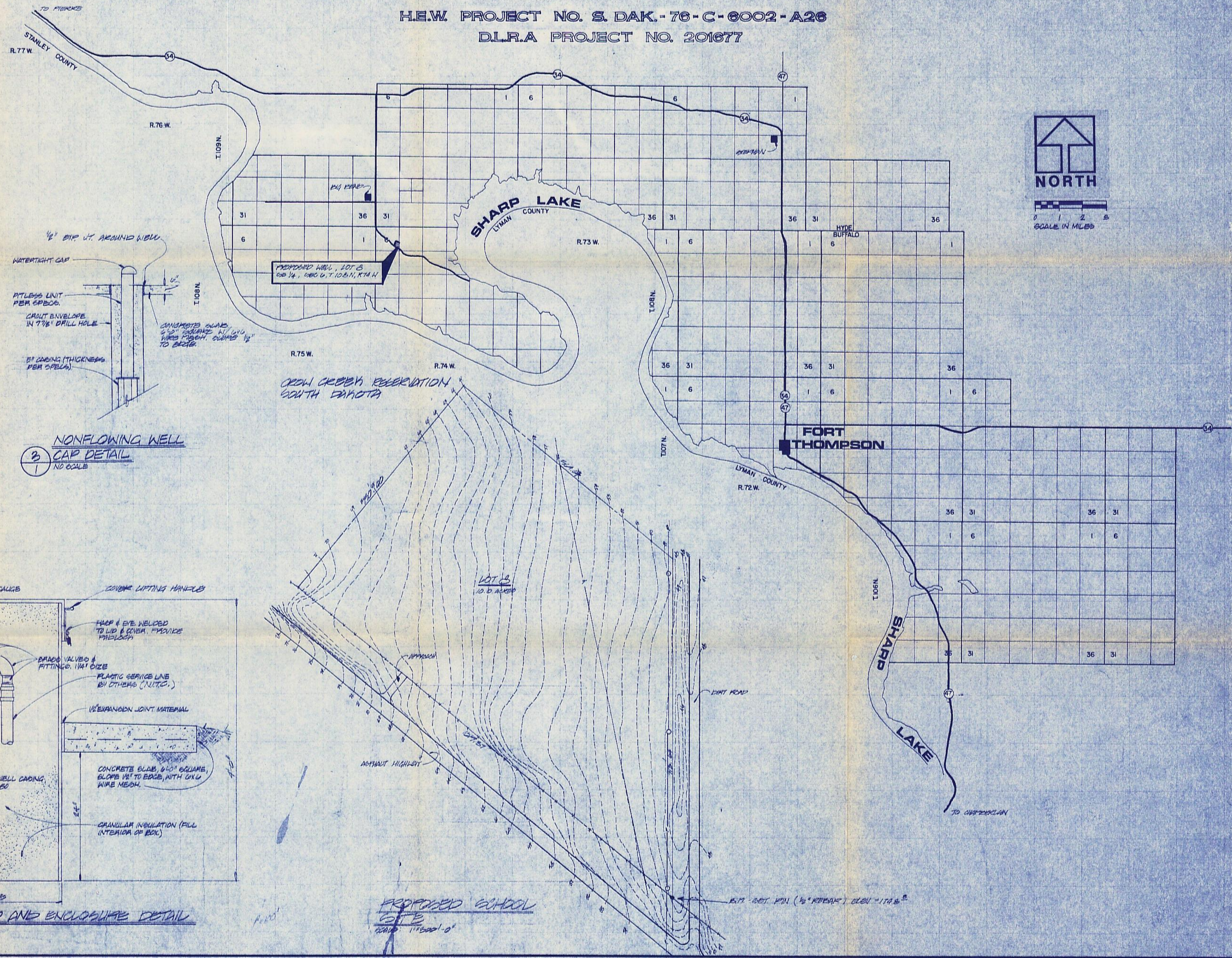


**NONFLOWING WELL
CAP DETAIL**
NO SCALE

ARTESIAN WELL DETAIL
NO SCALE



ARTESIAN WELL CAP AND ENCLOSURE DETAIL
NO SCALE



WATER RIGHT APPLICATION APPROVAL

The Water Rights Commission hereby approves Water Right Application No. 4276-3
HARROLD SCHOOL DISTRICT No. 32-1 HARROLD
 (Applicant) (Post Office Address)
SOUTH DAKOTA 57536 With the following modifications.
 (State)

The well approved under this Permit shall be valved and the flow reduced to the minimum amount required for the uses served. The well shall also be equipped with a pressure recorder, and a record kept of any pressure fluctuations. Such records shall be available to the commission upon request. If this well is abandoned or the Permit cancelled, the well must be plugged in accordance with specifications of the Water Rights Commission.

Date of first receipt of application APRIL 25, 19 78
 Date of return to applicant for correction, amendments or changes required _____, 19 _____
 Date of receipt of corrected application _____, 19 _____
 Approved JULY 26, 19 78, Recorded in Book 20 Page 50

WATER RIGHT PERMIT NO. 4276-3

The Water Rights Commission hereby grants and issues this Water Right Permit No. 4276-3 authorizing the construction of the water use system and the putting of water to beneficial use as stated in the Application and as modified in the Water Right Application approval, subject, however, to the following limitations and conditions:

1. The date from which applicant may claim right is APRIL 25, 19 78
2. The equivalent of at least one-fifth of the work above specified is to be completed on or before JANUARY 26, 19 79
3. The whole of said work is to be completed on or before JULY 26, 19 79
4. The limit of time from proof of beneficial use of water appropriated in accordance herewith is JULY 26, 19 80
5. The water appropriated shall be used for the purpose of PROVIDING WATER FOR SCHOOL USE

6. 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.

7. The amount of the appropriation herein granted shall not exceed .10 cubic feet per second; neither shall it exceed the capacity of the above described water supply system, nor shall it exceed the amount of water needed for ~~beneficial use~~ USE FOR SCHOOL USE and if for the irrigation purposes said appropriation must be limited to not more than 8 acre feet per acre per year and be ~~limited to not more than one-seventh (1/70) of one cubic foot of water per second of time for each acre of land in which water is~~ actually and beneficially applied for irrigation on or before JULY 26, 19 80; said water to be used during the following described annual period: CONTINUOUSLY

Witness my hand this 31ST day of JULY, 19 78

WATER RIGHTS COMMISSION

By:

John Hatcher
 (Chief Engineer, Executive Officer)

Certificate of Construction Issued _____, 19 _____
 Water License Issued _____, 19 _____

12. Principal Features of the Proposed Water Supply System (continued.)

D. Well Information or Estimates Steel Casing - 5 inch in / 7/8 inch diameter hole to 200' depth

(1) Drill Hole, Diameter 4 1/2 inch, Depth 1700 feet

(2) Casing, Type Copper Diameter 2-inch Thickness Type K
(wood, concrete, steel, etc.)

(3) Perforated Screen.

Type 5/16 inch holes in, Diameter 2" pipe, Length varies per flow analysis

(4) Gravel Pack. Thickness 1 1/2 inch, Length of gravel pack 200 feet

E Dugout Information or Estimates.

(1) Surface dimensions 2 feet x 2 feet, Depth 4 feet

F. Fill out for Either a Well or a Dugout.

(1) Water Bearing Materials. (Please attach a copy to test well log if available.)

Character of Water bearing materials Fall River Formation

Depth to top of water bearing material 1550 feet estimated

Depth to bottom of water bearing material 1700 feet estimated

Thickness of water bearing material 150 feet estimated

Depth to water (ground surface to water level) 1550 feet

(2) Distance to nearest existing household or livestock watering wells.

On same owner's property None rds. On property owned by others 160 rds.

G. Water Storage Dams.

If the proposed water use system contains one or more water storage dams, please show in the space below, the height, maximum water depth, surface area and storage capacity of each storage dam. The location of each water storage dam should be shown on the water right map.


Signature of Applicant

Form 5 - Notice of Intention to Appropriate Water
GROUND WATER

No. 4276-3

Publish first publication, on or before May 5, 1978

NOTICE OF HEARING ON
APPLICATION TO APPROPRIATE WATER

Pierre, South Dakota 57501

April 26, 1978

Notice is hereby given that the Harrold School District 132-1 whose post office address is Harrold, South Dakota, has made an application in accordance with the provisions of SDCL 46-1-1 thru 46-1-8; 46-2-9 thru 46-2-11, 46-2-13; 46-5-1 thru 46-5-8, 46-5-10 thru 46-5-22, 46-5-41, 46-6-3, 46-6-5, 46-6-6.1, 46-6-10, 46-6-14 and Commission Rules ARSD 52:01:01:01 thru 52:01:01:13, for a permit to appropriate for beneficial use 1.0 cubic feet of water per second of time from groundwater (one well) through the Harrold Elementary School Well Drilling & Dev. Contract, the point of diversion of which is to be located in the Lot G, SE4

of Section 6, Twp. 106N Range 74W. Said water to be used for the purpose of providing ~~XX~~

water for school use purposes

This Application No. 4276-3 will be considered by the Water Rights Commission at

Pierre, South Dakota upon the 25th day of May, 1978 at 10 a.m. The Commission is authorized to make a determination on this application at the hearing. All interested persons may appear and be heard. Any person who may be affected by a Commission decision who desires to present evidence or cross-examine witnesses according to SDCL 1-26 may notify the Commission in writing prior to the hearing or orally at the hearing.

NOTE: The final proof of publication
must be received before the hearing
date for the Commission to take action.

WATER RIGHTS COMMISSION

Betty Westlund
Water Rights Specialist

cc: Sherman Monroe, Harrold High School, Harrold, SD 57536

No. 4276-3

PROOF OF PUBLICATION

STATE OF SOUTH DAKOTA)
County Hughes) ss.

I, John H. Hipple hereby

certify that the annexed printed copy of Notice of Intent to Appropriate Water was taken from the Daily Capital Journal

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 Pierre

County of Hughes and State of South Dakota; that the said notice was published in said newspaper on the following two dates:

May 3, 1978 and

May 10, 1978.

John H. Hipple
(Signature)

Business Manager
(Title)

May 10, 1978
(Date Signed)

LEGAL NOTICES

No. 4236 - 2d dly. May 5-12

No. 4276-3

NOTICE OF HEARING
ON APPLICATION TO
APPROPRIATE WATER

Notice is hereby given that the Harrold School District No. 32-1 whose post office address is Harrold, South Dakota, has made application in accordance with provisions of SDCL 46-1-1 thru 46-1-8; 46-2-9 thru 46-2-11, 46-2-13; 46-5-1 thru 46-5-8, 46-5-10 thru 46-5-22, 46-5-41, 46-6-3, 46-6-5, 46-6-6.1, 46-6-10, 46-6-14 and Commission Rules ARSD 52:01:01:01 thru 52:01:01:13, for a permit to appropriate for beneficial use 1.0 cubic feet of water per second of time from groundwater (one well) through the Harrold Elementary School Well Drilling & Dev. Contract, the point of diversion of which is to be located in the Lot 8, SE 1/4 of Section 6, Twp. 108N Range 74W. Said water to be used for the purpose of providing water for school use purposes.

This Application No. 4276-3 will be considered by the Water Rights Commission at Pierre, South Dakota upon the 25th day of May, 1978, at 10 a.m. The Commission is authorized to make a determination on this application at the hearing. All interested persons may appear and be heard. Any person who may be affected by a Commission decision who desires to present evidence or cross-examine witnesses according to SDCL 1-28 may notify the Commission in writing prior to the hearing or orally at the hearing.

WATER RIGHTS

COMMISSION
Betty Westlund
Water Rights Specialist

MY COMMISSION
EXPIRES MAY 27, 1985



South Dakota
Harris

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

APPLICATION FOR PARTIAL RELEASE,
SUBORDINATION, OR CONSENT

TYPE OF LOAN
(SPECIFY)
☐ DIRECT ☐ INSURED

South Dakota
COUNTY
HARRIS
CASE NO.
47-37507-6-57

Charles H. and Donna J. Cline

(Names of Borrower and Wife)

Hazrold, SD 57526

whose address (including ZIP Code) is _____
in accordance with the terms of the security instruments now held or insured by the Farmers Home Administration
partially release or subordination of the liens of said security instruments or consent to the following:

partial release of 10 acres

(Description)

1. Plot of Property:

2. Prior lienholders listed in order:

See attached map

3. The prior lien to which
requested is to be held by:

N/A

4. The property to be leased or

Hazrold Independent School District

5. Description of property to be covered by the release, subordination, or consent:

10 acres

6. The use to be made of the property covered by this application is:

site for a country school

7. The anticipated proceeds from this transaction are: Initial payment \$3050.00
Subsequent payment(s) \$

Other considerations:

A flooding erosion wall will be dug by the school. The borrower will get extra water during the school year and all water during the summer.

8. Subject to the provisions of Paragraph 7 it is proposed to use the proceeds as follows:

Apply to F-HA debt.

9. If this application is approved, the undersigned borrowers agree to comply with such terms as may be presented by the Farmers Home Administration and to disposition of the proceeds as required by the Farmers Home Administration pursuant to its regulations, including the method of applying payments to the borrowers' loan accounts. It is expressly understood that unless a separate written instrument of subordination or partial release is executed and delivered by the Farmers Home Administration pursuant to this application, approval by the Farmers Home Administration of this application will merely constitute and evidence its consent, as lienholder, to the proposed transaction without in any way subordinating its lien, releasing any of its security, modifying the payment terms of the loan, or otherwise affecting any rights of the Farmers Home Administration.

Date _____ Signed Orator H. Gregg Husband

Wife

1. The proposed transaction:

☐ WILL ☐ WILL NOT prevent or make more difficult the successful operation of this property
☐ WILL ☐ WILL NOT reduce the efficiency of the property.

2. The proposed transaction will affect the value of this property as security for the loan as follows:

Present Market Value

a. Value of Real Estate Before

b. Value of Real Estate After

c. Value of Real Estate Disposed of

\$1000.

3. The proposed transaction will result to this property from the transaction:

Reduce loan balance and provide a long range source of water for livestock.

I hereby recommend that this application be approved and that the proceeds be applied or released as follows:

INITIAL PAYMENT:

\$3050.00 To extra payment on F-HA loan
\$ To regular payment on F-HA loan
\$ To borrower as regular income
\$ To prior lien(s)
\$ Other (specify) _____

SUBSEQUENT PAYMENTS:

\$ or To extra payment on F-HA loan
\$ or To regular payment on F-HA loan
\$ or To borrower as regular income
\$ To prior lien(s)
\$ Other (specify) _____

Date 1-17-75

Recommended by

Theodore O. Risty
County Supervisor

Date 1-17-75

☒ Approved

☐ Disapproved by

/s/ G. L. Peterson

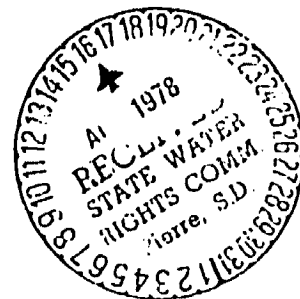
G. L. Peterson
Farmer Programs Specialist

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMER HOME ADMINISTRATION

**BEST IMAGE POSSIBLE
FROM POOR ORIGINAL**

John T. Hoff
Harris J. Hoff

M



PROJECT MANUAL

FOR

HARROLD ELEMENTARY SCHOOL

HARROLD SCHOOL DISTRICT NO. 32-1

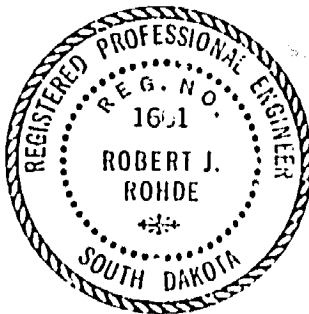
HARROLD SOUTH DAKOTA

WELL DRILLING AND DEVELOPMENT CONTRACT

DLRA PROJECT NO. 201677

HEW PROJECT NO. S.DAK.-76-C-6002-A26

APRIL 1, 1978



DANA - LARSON - ROUGAL ASSOCIATES, INC.

PIERRE PROFESSIONAL PLAZA SUITE 202

PIERRE SOUTH DAKOTA 57501

201677

#16

WELL DRILLING AND DEVELOPMENT CONTRACT
HARROLD ELEMENTARY SCHOOL
HARROLD SCHOOL DISTRICT NO. 32-1
HARROLD SOUTH DAKOTA

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DANA-LARSON-ROUBAL ASSOCIATES, INC.
Architects Engineers Planners
Pierre Professional Plaza, Suite 202
Pierre, South Dakota 57501
Phone: 605/224-8888

April 1, 1978

ADVERTISEMENT TO BID

Well Drilling and Development
Harrold Elementary School
Harrold School District No. 32-1
Harrold, South Dakota 57536
DLRA Project No. 201677
HEW Project No. S.Dak.-76-C-6002-A26

The School Board of Harrold School District No. 32-1 will receive Bids for Well Drilling and Development located near Harrold, South Dakota.

The project consists of drilling and developing a "Sundance" artesian well for the Harrold Elementary School.

Bids must be on a Lump Sum basis.

Bids for Well Drilling and Development will be received until 7:30 PM (CDT), on Wednesday, July 26, 1978, by the School Board of Harrold School District No. 32-1 at Harrold, South Dakota. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud.

Bidding Documents may be examined at the office of the Architect-Engineer, Dana-Larson-Roubal Associates, Inc., Pierre Professional Plaza, Suite 202, Pierre, South Dakota 57501, and at the following exchanges after June 30, 1978:

F.W. DODGE CORPORATION, 7301 Pacific Street, Suite 209, Omaha, Nebraska 68114
SIOUX CITY CONSTRUCTION LEAGUE, 209 Commerce Building, Sioux City, Iowa 51101
ABERDEEN BUILDERS EXCHANGE, Kresge Building, Room 208, P.O. Box 974,
Aberdeen, South Dakota 57401

PIERRE BUILDERS EXCHANGE, c/o Central South Dakota Contractors Association,
207 West Dakota, Pierre, South Dakota 57501

RAPID CITY BUILDERS EXCHANGE, INC., 907 Jackson Boulevard, P.O. Box 1227,
Rapid City, South Dakota 57701

SIOUX FALLS BUILDERS EXCHANGE, P.O. Box 903, Sioux Falls, South Dakota 57101
THE PLAINS BUILDERS EXCHANGE, 2303 West Russell, Sioux Falls, South Dakota 57104
DODGE/SCAN, 7600 Parklawn Avenue, Suite 352, Minneapolis, Minnesota 55435
MINNEAPOLIS BUILDERS EXCHANGE, 1123 Glenwood Avenue, Minneapolis, Minnesota 55405

Bidders may obtain Bidding Documents at the office of the Architect-Engineer, Dana-Larson-Roubal Associates, Inc., Pierre Professional Plaza, Suite 202, Pierre, South Dakota 57501, from 8:00 AM until 12:00 N and from 1:00 PM until 5:00 PM, Monday through Friday. A deposit is not required to obtain Bidding Documents.

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Each Bid shall be accompanied by a certified check, cashier's check, or draft certified or issued by a state or national bank in the amount of at least five percent (5%) of the total amount of the Bid payable to Harrold School District No. 32-1, or in lieu thereof, the Bidder may furnish a Bid Bond in an amount of not less than ten percent (10%) of the amount of the Bid. Such bond shall be issued by a surety authorized to do business in the State of South Dakota, and made payable to the Harrold School District No. 32-1 as a guarantee that such Bidder will enter into a Contract with the Owner for the Work described in the Bid and furnish bond as specified.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Bidding Documents must be paid on this project, and that the Contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

By virtue of statutory authority, preference will be given to labor, materials, products, and supplies found or produced within the State of South Dakota in a manner prescribed by law.

The Owner reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding.

Harrold School District No. 32-1
Marlene Marso, Business Manager

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accord with these Instructions to Bidders.

IB.01 DEFINITION: Bidding Documents include the Advertisement to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and proposed Bidding Documents including any Addenda issued prior to receipt of Bids.

IB.02 BIDDING DOCUMENTS

IB.02.1 COPIES of Bidding Documents may be obtained from the Architect-Engineer, between the hours of 8:00 AM and 12:00 N and 1:00 PM and 5:00 PM, Monday through Friday. A deposit is not required to obtain Bidding Documents.

IB.02.2 QUESTIONS AND INTERPRETATIONS: Submit questions about Bidding Documents to the Architect-Engineer. Replies will be issued to Prime Bidders of record as Addenda to the Bidding Documents. The Architect-Engineer and the Owner will not be responsible for oral clarification. Questions received less than seventy-two (72) hours before the bid opening cannot be answered.

IB.02.3 SUBSTITUTIONS: Identification of material or equipment by a single manufacturer's name or trade name is not meant to give preference to any one manufacturer but is merely to establish a standard.

To obtain approval to use unspecified products, Bidders shall submit written requests at least ten (10) days before the Bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including data necessary to demonstrate acceptability. If the product is acceptable, the Architect-Engineer will approve it in an Addendum issued to Prime Bidders of record.

IB.03 CONDITIONS OF WORK

IB.03.1 EXAMINATION: Bidders shall carefully examine the Bidding Documents and construction site to obtain firsthand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and Bidding Documents.

IB.03.2 AFFIRMATIVE ACTION REQUIREMENTS/EQUAL EMPLOYMENT OPPORTUNITY. Bidders shall solicit subbids from available minority Subcontractors and suppliers engaged in the trades or materials covered by the Contract Documents.

IB.03.3 SUBCONTRACTORS proposed by the Bidder shall be acceptable to the Owner and federal agency which administrates the funding program for this project.

IB.03.4 PREVAILING WAGES. Laborers and mechanics employed on the project shall be paid wages at rates prevailing on similar construction in the locality as determined by the Secretary of Labor in accord with the Davis-Bacon Act as amended.

IB.03.5 VETERANS. Special consideration shall be given to the hiring of qualified disabled veterans and qualified Vietnam-era veterans as defined in 38USC 2011(1) and 38USC 2011(2) (A).

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IB.03.6 **ILLEGAL ALIENS.** The Contractor shall not employ on the project any alien illegally in the United States.

IB.03.7 **RAW MATERIALS AND MANUFACTURED GOODS** used for this project shall be mined, produced, or manufactured in the United States. American manufactured goods shall be substantially made from raw materials mined or produced in the United States.

IB.04 BIDDING PROCEDURE

IB.04.1 PREPARATION OF BIDS

- .1 Bids shall be submitted on unaltered bid forms furnished by the Architect-Engineer.
- .2 Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the State of Incorporation, and shall have the seal affixed. A Bid of a partnership shall give the names of all the partners. A Bid of a sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
- .3 Fill in all blank spaces for bid prices in ink or typewritten words, and submit one (1) copy. The Bidder must include all unit cost items shown on the Bid Form. No segregated or qualified bids will be accepted.
- .4 Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.

IB.04.2 BID SECURITY

- .1 A certified check, payable to the Harrold School District No. 32-1, in the amount of five percent (5%) of the amount of the Bid, or a Bid Bond executed by the Bidder in the amount of ten percent (10%) of the amount of the Bid, shall be submitted with each Bid.
- .2 If, within ten (10) days after notice of acceptance of his Bid, the Bidder refuses to enter into a contract or fails to furnish bonds, as described in these Instructions to Bidders, for the faithful performance of the Contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- .3 If a Bid Bond is submitted, it shall be issued by a surety company authorized by the State of South Dakota to issue such bonds, and shall be acceptable to the Owner, and shall be submitted on AIA Document A310, February 1970 or later edition; and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

- .4 Bid Security of the three (3) lowest Bidders will be retained until a contract is signed and required bonds and insurance are filed, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.

- .5 Bid Security shall be enclosed with the Bid.

1B.04.3 SUBMISSION OF BIDS

- .1 Bids, together with required enclosures, shall be submitted in opaque, sealed envelopes bearing on the outside the Bidder's name and address, the Project name, and the portion of the project or category of work for which the Bid is submitted.
- .2 Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, and shall be addressed to the Owner as shown on the bid form.

1B.04.4 MODIFICATION OR WITHDRAWAL OF BID

- .1 A Bid may not be modified, withdrawn, or canceled by the Bidder until thirty (30) days after the time and date for receipt of Bids.
- .2 Prior to the time and date for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. Modifications shall be so worded as not to reveal the amount of the original Bid.
- .3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids. Bid Security shall be sufficient for the Bid as modified or resubmitted.

1B.05 CONSIDERATION OF BIDS

- 1B.05.1 OPENING OF BIDS.** Bids will be publicly opened and read aloud.

1B.05.2 REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES. The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by required bid security or data required by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.

1B.05.3 ACCEPTANCE OF BID

- .1 It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available.

1B.06 QUALIFICATION OF CONTRACTORS

- 1B.06.1 QUALIFICATION STATEMENT.** The Owner may require any Bidder to submit to the Architect-Engineer a properly executed Contractor's Qualification Statement on AIA Document A305.

M
IB.06.2 DISQUALIFICATION. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

IB.07 POST-BID INFORMATION AND SUBMITTALS

IB.07.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in quadruplicate to the Architect-Engineer, together with the executed Owner-Contractor Agreements, within ten (10) days after notification of award of the contract. Such bonds shall be issued by a surety company acceptable to the Owner and properly licensed in the State of South Dakota, and shall be on AIA Document A311, February 1970 edition.

IB.07.2 FORM OF AGREEMENT FOR THE WORK will be written on the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A.01.

WELL DRILLING AND DEVELOPMENT CONTRACT

Harrold Elementary School
 Harrold School District No. 32-1
 Harrold, South Dakota 57536
 DLRA Project No. 201677
 HEW Project No. S.Dak.-76-C-6002-A26

Bid of _____,

a corporation organized and existing under the laws of the State of _____

_____;
 a partnership consisting of _____

_____, partners; or

a sole proprietor;

hereinafter called the Bidder.

To: The School Board
 Harrold School District No. 32-1
 Harrold, South Dakota 57536
 Attention: Marlene Marso, Business Manager

The undersigned acknowledges that he has received and familiarized himself with the following:

Project: Manual

Drawings: Sheet WD-1

Addenda: No. _____ through _____

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workman-like manner, the Drilling and Development of a "Sundance" artesian well for the Harrold Elementary School, in accord with the Bidding Documents prepared by Dana-Larson-Roubal Associates, Inc., for the consideration hereinafter set forth.
2. To hold his Bid open for thirty (30) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect-Engineer within ten (10) days after notification of award.
4. To complete the Work within sixty (60) calendar days after the receipt of a Notice to Proceed.

LUMP SUM BASE BID: The undersigned hereby proposes and agrees to perform the foregoing, for the Lump Sum of

Dollars (\$_____).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.) The Lump Sum Base Bid reflects the drilling and developing of a "Sundance" artesian well to a depth of 1,700 feet.

UNIT PRICES: The Unit Prices listed below shall determine the value of extra work or changes, as applicable. They shall be considered complete, including all materials and equipment, labor, installation costs, overhead and profit, and shall be used uniformly for additions or deductions respectively.

UNIT PRICE BIDS: The undersigned hereby proposes and agrees to perform the foregoing in relation to the following Work. The quantities specified may be modified by a Change Order in accord with the following Unit Prices:

1. Well Drilling (7-7/8-inch diameter) as specified:

Add (\$_____) for each foot added

Deduct (\$_____) for each foot deducted

2. Furnish and install 5-inch diameter steel casing as specified:

Add (\$_____) for each foot added

Deduct (\$_____) for each foot deducted

3. Cement Grout for 5-inch steel casing as specified:

Add (\$_____) for each foot added

Deduct (\$_____) for each foot deducted

4. Well Drilling (4-1/2-inch diameter) as specified:

Add (\$_____) for each foot added

Deduct (\$_____) for each foot deducted

5. Furnish and install 2-inch diameter K-copper casing as specified:

Add (\$_____) for each foot added

Deduct (\$_____) for each foot deducted

6. Cement grout for 2-inch copper casing as specified:

Add (\$_____) for each foot added

Deduct (\$_____) for each foot deducted

7. Furnish and install artesian well enclosure and appurtenances as specified:

Deduct (\$_____) if this item is deleted

8. Well Development (if required):

Add (\$_____) for each hour of well development required

9. Test pumping (if required):

Add (\$_____) for each hour of test pumping required

10. Recovery (if required):

Add (\$_____) for each hour of recovery required

11. Furnish and install pitless unit as specified:

Add (\$_____) if this item is added

The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

Dated this _____ day of _____, 19____.

Name of Bidder

Address of Bidder

Authorized Officer

Area Code/Telephone Number

BF-3

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

as Obligor, hereinafter called the Obligor, in the sum of

Dollars (\$),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

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

Signed and sealed this _____ day of _____ 19____

_____	{	_____ (Principal) _____ (Seal)
(Witness)		_____ (Title)
_____	{	_____ (Surety) _____ (Seal)
(Witness)		_____ (Title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A201

General Conditions of the Contract for Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

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

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights.

ARTICLE 2

ARCHITECT

2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded

through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.18.

2.2.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

2.2.6 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

2.2.8 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not

show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date. When such a written decision of the Architect states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision, failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned.

2.2.13 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.14 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.15 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

2.2.16 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.17 If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.18 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect.

2.2.19 In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the Work.

3.2.2 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.6 The Owner shall forward all instructions to the Contractor through the Architect.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or

the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

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

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental

fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

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

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

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- 1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- 2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- 3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information an estimated progress sched-

ule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.14. All such

portions of the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

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

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

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Architect.

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom,

and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

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

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has a reasonable objection to any

such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsibly in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award

separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

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

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

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

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up

and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

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

7.8 INTEREST

7.8.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing at the place of the Project.

7.9 ARBITRATION

7.9.1 All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof, except as provided in Subparagraph 2.2.11 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.9.4 and 9.9.5, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, the Architect, his employees or consultants except by written consent containing a specific reference to the Owner-Contractor Agreement and signed by the Architect, the Owner, the Contractor and any other person sought to be joined. No arbitration shall include by consolidation, joinder or in any other manner, parties other than the Owner, the Contractor and any other persons substantially involved in a common question of fact or law, whose presence is

required if complete relief is to be accorded in the arbitration. No person other than the Owner or Contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.9.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraph 2.2.12 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.9.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported

by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques,

sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subsubcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representation to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 damage to the Owner or another contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will

promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contractor fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been complete. In accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens,
2. faulty or defective Work appearing after Substantial Completion,
3. failure of the Work to comply with the requirements of the Contract Documents, or
4. terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that

coverages afforded under the policies will not be cancelled until at least thirty days' prior written notice has been given to the Owner.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 13.2.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.3.4 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

11.3.5 If the Contractor requests in writing that insurance for risks other than those described in Subparagraphs 11.3.1 and 11.3.2 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

11.3.7 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.9. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.3.8 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.9. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.9 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

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

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

- 1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion

or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor.

The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

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

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

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

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority

having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A201/SC

Federal Supplementary Conditions of the Contract For Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

1977 EDITION

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This document may be used for U.S. Department of Health, Education and Welfare
Federally Assisted Construction Projects.

AIA DOCUMENT A201/SC • FEDERAL SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION • THIRD EDITION
AIA • AUGUST 1977 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006 A201/SC-1977 1

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 15

MODIFICATIONS OF THE GENERAL CONDITIONS

15.1 MODIFICATION OF PARAGRAPH 1.2, EXECUTION, CORRELATION AND INTENT

15.1.1 Add the following to Subparagraph 1.2.1:

Such Documents shall be enumerated in the Owner-Contractor Agreement.

15.2 MODIFICATION OF PARAGRAPH 4.8, ALLOWANCES

Substitute the following for Subparagraph 4.8.1:

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts as the Owner may direct and by such persons as the Owner shall have determined by competitive bidding through public advertising. The Contractor shall purchase the items covered by these allowances by the award of Subcontract to the lowest responsive and responsible bidder.

15.3 MODIFICATION OF PARAGRAPH 5.2, AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Substitute the following for Subparagraph 5.2.2:

5.2.2 The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in Federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

15.4 MODIFICATION OF PARAGRAPH 7.5, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Substitute the following for Subparagraph 7.5.1:

7.5.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the Contract.

15.5 MODIFICATION OF PARAGRAPH 10.1, SAFETY PRECAUTIONS AND PROGRAMS

Add the following Subparagraph 10.1.2:

10.1.2 Attention is invited to the regulations issued by the Secretary of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926). The Contractor shall be required to comply with those regulations to the extent that any resulting Contract involves construction.

15.6 MODIFICATION OF ARTICLE 11, INSURANCE

Refer to Article 17 for the limits of and any modifications to the insurance requirements of this Article.

ARTICLE 11INSURANCE11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 In the first line following the word "maintain," insert the words "in a company or companies licensed to do business in the state in which the Project is located."

11.1.2 To this subparagraph, add the following Clause 11.1.2.1:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

- .1 Worker's Compensation:

State		Statutory
Applicable Federal		Statutory
Employer's Liability	\$100,000	
- .2 Comprehensive General Liability (including Premises-Operation; Independent Contractor's Protection; Products and completed Operations; Broad Form Property Damage):

Bodily Injury	\$500,000	Each Occurrence
	\$1,000,000	Annual Aggregate
Property Damage	\$500,000	Each Occurrence
	\$1,000,000	Annual Aggregate

Products and Completed Operations to be maintained for one year after final payment.

Property Damage Liability Insurance will provide U coverage.
- .3 Contractual Liability:

Bodily Injury	\$500,000	Each Occurrence
Property Damage	\$500,000	Each Occurrence
	\$1,000,000	Annual Aggregate
- .4 Personal Injury, with Employment Exclusion deleted:

	\$1,000,000	Annual Aggregate
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- .5 Comprehensive Automobile Liability:

Bodily Injury	\$500,000	Each Person
	\$1,000,000	Each Occurrence
Property Damage	\$500,000	Each Occurrence
- .6 The Contractor may provide the limits of liability by a combination of the above described policy forms and an Umbrella Excess Liability policy.

11.1.4 To this subparagraph, add the following Clause 11.1.4.1:

11.1.4.1 Submit Certificates of Insurance in triplicate; specifically set forth evidence of all coverage required by Subparagraphs 11.1.1 and 11.1.2. The form of the Certificate shall be AIA Document G705, February 1973 Edition. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.3.1 Delete the first sentence and substitute the following:

"The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection."

11.3.1 Delete the third, fourth, and fifth sentences.

11.3.1 To this subparagraph, add the following Clauses 11.3.1.1 and 11.3.1.2:

- .1 The form of policy for this coverage shall be "Completed Value."
- .2 If by terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

11.3.4 Delete this subparagraph in its entirety and substitute the following:

"The Contractor shall file two certified copies of all policies with the Owner before exposure to loss can occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto."

11.3.5 Delete this subparagraph in its entirety.

ARTICLE 16

ADDITIONAL CONDITIONS

16.1 SUBSTITUTION OF MATERIALS AND EQUIPMENT

16.1.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

16.2 FEDERAL INSPECTION

16.2.1 The authorized representatives and agents of the Federal Government shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16.3 LANDS AND RIGHTS-OF-WAY

16.3.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of Work to be performed under this Contract.

16.4 EQUAL OPPORTUNITY

16.4.1 During the performance of this Contract the Contractor agrees as follows:

- .1** The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or age. The

Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these nondiscrimination provisions.

- 2 The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age.
- 3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Owner, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6 In the event of the Contractor's noncompliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 7 The Contractor will include all clauses 16.4.1.1 to 16.4.1.7 inclusive in every Subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.4.2 Exemptions to the requirements of the above Equal Opportunity conditions are construction Contracts and Subcontracts not exceeding \$10,000, and Contracts and Subcontracts with regard to Work performed outside the United States by employees who were not recruited in the United States.

16.4.3 Unless otherwise provided, the above Equal Opportunity provisions are not required to be inserted in sub-subcontracts except for Sub-subcontracts involving the performance of construction Work at the site of construction, in which case the provisions must be inserted in all Sub-subcontracts.

16.5 CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to Contracts and Subcontracts exceeding \$10,000 which are not exempt from the provisions of Paragraph 16.4, "Equal Opportunity" of this Article 16.)

16.5.1 By entering into an agreement related to the Work described in the Contract Documents the Contractor or Subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Contractor or Subcontractor further certifies that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Contractor or Subcontractor agrees that a breach of this certification is a violation of Paragraph 16.4, "Equal Opportunity." As used herein, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees on the basis of race, color, religion, age or national origin, because of habit, local custom, or otherwise. The Contractor further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time per-

ods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of Paragraph 16.4 "Equal Opportunity;" that he will retain such certifications in his files; and that he will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 Federal Register 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of Paragraph 16.4 "Equal Opportunity." The Certification may be submitted either for each Subcontract or for all Subcontracts during a period, i.e. quarterly, semiannually or annually."

16.5.2 The penalty for making false statements in Certifications required by Paragraph 16.5.1 is prescribed in 18 USC 1001.

16.6 MINIMUM WAGES

16.6.1 All mechanics and laborers employed or working directly upon the site of the Work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by the Copeland Regulations (29 CFR Part 3)], the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or Subcontractor and such laborers and mechanics, and the wage decision shall be posted by the Contractor at the site of the Work in a prominent place where it can easily be seen by the workers.

16.6.2 The Owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the Contract shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent to the appropriate Federal agency. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics, including apprentices and trainees, to be used, the Owner shall submit the question together with his recommendation through the appropriate Federal agency to the Secretary of Labor for final determination.

16.6.3 The Owner shall require, whenever the minimum wage rate prescribed in the Contract for a class

of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obliged to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Owner shall be referred to the Secretary of Labor for determination.

16.6.4 If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

16.7 PAYROLLS AND BASIC RECORDS

16.7.1 The Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve them for a period of three years thereafter for all laborers and mechanics, including apprentices and trainees, working at the site of the Work. Such records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in Paragraph 16.6.4 the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

16.7.2 The Contractor shall submit weekly a copy of all payrolls to the Owner. The prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. Each such copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classification set forth for each laborer or mechanic, including apprentices and trainees, conform to the work he performed. Submission of the "Weekly Statement of Compliance" required under this Contract and the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by Paragraph 16.6.4.

16.7.3 Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Owner that their employment is pursuant to an approved program and shall identify the program.

16.7.4 The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the Owner, the appropriate Federal agency and the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

16.8 APPRENTICES AND TRAINEES

16.8.1 Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment Training Administration (formerly Manpower), Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Subparagraph 16.8.2 of this Paragraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor will be required to furnish to the Owner or a representative of the U.S. Department of Labor written evidence of the registration of his program and apprentices, as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the Contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

16.8.2 Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment Training Administration (formerly Manpower), Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid not less than the rate specified in the approved program for his level of progress. Any employee listed in the payroll at a trainee rate who is not registered and participating in

a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor will be required to furnish to the Owner or a representative of the U.S. Department of Labor, written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

16.8.3 The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

16.9 COMPLIANCE WITH COPELAND REGULATIONS

16.9.1 The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are incorporated herein by reference. In addition, the Weekly Statement of Compliance required by these regulations shall also contain a statement that the fringe benefits paid are equal to or greater than those set forth in the minimum wage decision.

16.10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION AND SAFETY STANDARDS (40 USC 327-330)

16.10.1 The Contractor shall not require or permit any laborer or mechanic, including apprentices and trainees, in any work week in which he is employed on any work under this Contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic, including apprentices and trainees, receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, whichever is the greater number of overtime hours. The "basic rate of pay" as used in this provision shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits, and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

16.10.2 In the event of any violation of the provisions of Subparagraph 16.10.1 the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including apprentices and trainees, employed in violation of the provisions of Subparagraph 16.10.1, in the sum of \$10 for each calendar day on which such employee

was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard work week of 40 hours without payment of the overtime wages required by Subparagraph 16.10.1.

16.10.3 The Contractor shall not require or permit any laborer or mechanic, including apprentices and trainees, employed in the performance of this Contract to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation (29 CFR Part 1926, 36 FR 7340, April 17, 1971) pursuant to Section 107 of the Contract Work Hours and Safety Standards Act.

16.11 WITHHOLDING OF FUNDS

16.11.1 The Owner may withhold or cause to be withheld from the Contractor as much of the accrued payments or advances as may be considered necessary (a) to pay the laborers and mechanics, including apprentices and trainees, employed by the Contractor or any Subcontractor on the Work the full amount of wages required by the Contract, and (b) to satisfy any liability of any Contractor for liquidated damages under Paragraph 16.10 hereof entitled "Contract Work Hours and Safety Standards Act—Overtime Compensation and Safety Standards (40 USC 327-330)."

16.11.2 If the Contractor or any Subcontractor fails to pay any laborer or mechanic, including apprentices and trainees, employed or working on the site of the Work, all or part of the wages required by the Contract, the Owner may, after written notice to the prime Contractor take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

16.12 SUBCONTRACTS

16.12.1 The Contractor will insert in all Subcontracts, Paragraphs 16.6 through 16.13 inclusive, entitled: "Minimum Wages," "Payrolls and Basic Records," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Contract Work Hours and Safety Standards Act—Overtime Compensation and Safety Standards (40 USC 327-330)," "Withholding of Funds," "Subcontracts," and "Contract Termination—Debarment" and shall further require all Subcontractors to incorporate physically these same Paragraphs in all Sub-subcontracts.

16.12.2 The term "Contractor" as used in such Paragraphs in any Subcontract shall be deemed to refer to the Subcontractor except when the phrase "prime Contractor" is used.

16.13 CONTRACT TERMINATION—DEBARMENT

16.13.1 A breach of Paragraphs 16.6 through 16.13 inclusive, respectively entitled "Minimum Wages," "Payrolls and Basic Records," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Contract Work Hours and Safety Standards (40 USC 327-330)," "Withholding of Funds," and "Subcontracts" may be grounds for termination of the Contract and for debarment as provided in 29 CFR 5.6.

16.14 USE AND OCCUPANCY OF PROJECT PRIOR TO ACCEPTANCE BY THE OWNER

16.14.1 The Contractor agrees to use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

- 1 A Certificate of Substantial Completion shall be prepared and executed as provided in Subparagraph 9.8.1 of the accompanying General Conditions of the Contract for Construction, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing Work or other Contract requirements the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of Project Work.
- 2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- 3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- 4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- 5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

16.14.2 With the exception of Clause 16.14.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of his responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.

16.15 ACCESS TO CONSTRUCTION SITE BY FEDERAL OFFICERS

16.15.1 Representatives of the Department of Health, Education and Welfare and other Federal officials shall at all times have access to the construction site.

16.16 ENUMERATION OF THE DRAWINGS, THE PROJECT MANUAL AND ADDENDA

16.16.1 Following are the Drawings, Project Manual and Addenda which form a part of this Contract, as set forth in Subparagraph 1.1.1 of the accompanying General Conditions of the Contract for Construction:

Drawings: Sheet WD-1

Project Manual for Well Drilling and Development Contract,
Harrold Elementary School,
dated April 1, 1978

Addenda:

WAGES RATES

Wage Rates will be added by Addendum when received.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the
Hundred and

day of

in the year of Nineteen

BETWEEN the Owner:

and the Contractor:

The Project:

The Architect:

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the _____ day of the month as follows:

Not later than _____ days following the end of the period covered by the Application for Payment _____ percent (_____ %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and _____ percent (_____ %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to _____ percent (_____ %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Here insert any rate of interest agreed upon.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

BY

BY

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ _____),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____ 19____, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

19

		(Principal)	(Seal)
(Witness)		(Title)	
		(Surety)	(Seal)
(Witness)		(Title)	

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 19 , entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

19

_____	{	_____ (Principal)	Seal
(Witness)		_____ (Title)	
_____	{	_____ (Surety)	Seal
(Witness)		_____ (Title)	

CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

NAME & ADDRESS OF INSURED

COVERING (SHOW PROJECT NAME AND/OR NUMBER AND LOCATION)

Addressee:
(Owner)

Date

KIND OF INSURANCE	POLICY NUMBER	Inception/Expiration Date	LIMITS OF LIABILITY
1. (a) Workmen's Comp. (b) Employers' Liability			\$ Statutory Workmen's Compensation \$ One Accident and Aggregate Disease
2. Comprehensive General Liability			\$ Each Occurrence—Premises and Operations \$ Each Occurrence—Independent Contractors \$ Each Occurrence—COMPLETED OPERATIONS AND PRODUCTS \$ Each Occurrence—Contractual \$ Aggregate—COMPLETED OPERATIONS AND PRODUCTS
(a) Bodily Injury			\$ Each Person Aggregate \$ General Aggregate
(b) Personal Injury			\$ Each Occurrence—Premises—Operations \$ Each Occurrence—INDEP. ADJNT CONTRACTOR \$ Each Occurrence—COMPLETED OPERATIONS AND PRODUCTS \$ Each Occurrence—Contractual \$ Aggregate— \$ Aggregate—OPERATIONS, INDEPENDENT CONTRACTOR PRODUCTS AND CONTRACTUAL
(c) Property Damage			
3. Comprehensive Automobile Liability			\$ Each Person— \$ Each Occurrence— \$ Each Occurrence—
(a) Bodily Injury (b) Property Damage			
4. (Other)			

UNDER GENERAL LIABILITY POLICY OR POLICIES

Yes No

- Does Property Damage Liability Insurance shown include coverage for XC and U hazards?
- Is Occurrence Basis Coverage provided under Property Damage Liability?
- Is Broad Form Property Damage Coverage provided for this Project?
- Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured?
- Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured?

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

- Does coverage above apply to non-owned and hired automobiles?
- Is Occurrence Basis Coverage provided under Property Damage Liability?

CANCELLATION OR NON-RENEWAL

In the event of cancellation or non-renewal of any of the foregoing, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

EXTENT OF CERTIFICATION

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend any of the provisions of the above policies.

NAME OF INSURANCE COMPANY

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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SECTION 0101

SUMMARY OF THE WORK

1.0 WORK UNDER THIS CONTRACT includes all material, labor, tools, expendable equipment, utility and transportation services, and all incidental items necessary to perform and complete, in a workmanlike manner, the Work required to drill and develop a "Sundance" artesian well for the Harrold Elementary School.

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SECTION 0115

PROJECT MEETINGS

1.0 PRECONSTRUCTION CONFERENCE. The Well Drilling Contractor shall attend a preconstruction conference to discuss and clarify contract administration procedures, requirements under which the construction operation is to proceed, and the obligations imposed upon the Contractors by the Executive Orders concerning Equal Employment Opportunity and Labor Provisions. The Owner and the Architect-Engineer will also attend. The Architect-Engineer will notify the Contractor of the date, time, and location of the conference.

SECTION 0120

PROGRESS AND PAYMENT

1.0 APPLICATION FOR PAYMENT shall be submitted to the Architect-Engineer on the twentieth day of each month for Work completed and material stored up to five (5) days prior to the day on which the Application for Payment is submitted. Applications for Payment shall be submitted in triplicate on AIA Documents G702 and G702A, March 1971 Edition.

2.0 PAYMENT. Upon certification by the Architect-Engineer, the Owner shall, on the first regularly scheduled meeting of the month, pay to the Contractor, on account of the Contract, ninety percent (90%) of the value of labor and materials incorporated in the Work and ninety percent (90%) of materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions.

3.0 REDUCTION IN RETAINAGE AFTER WORK IS FIFTY PERCENT COMPLETE. After fifty percent (50%) of the Work is complete, and upon receipt of Applications for Payment accompanied by Consent of Surety to Reduction in or Partial Release of Retainage executed in duplicate on AIA Document G707A, June 1971 Edition, the Architect-Engineer may, if he finds satisfactory progress is being made, recommend that any of the remaining Progress Payments be paid in full.

4.0 REDUCTION IN RETAINAGE AFTER SUBSTANTIAL COMPLETION. After Substantial Completion, and upon receipt of Applications for Payment accompanied by Consent of Surety to Reduction in or Partial Release of Retainage executed in duplicate on AIA Document G707A, June 1971 Edition, and upon certification by the Architect-Engineer, the Owner shall pay the Contractor, on account of the Contract, ninety-five percent (95%) of the value of labor and materials incorporated in the Work and ninety-five percent (95%) of the materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions.

5.0 FINAL PAYMENT. After Final Completion, and upon receipt of Applications for Payment submitted in triplicate on AIA Documents G702 and G702A, March 1971 Edition, accompanied by Consent of Surety Company to Final Payment and Contractor's Affidavit of Payment of Debts and Claims executed in duplicate on AIA Documents G707 and G706, April 1970 Editions respectively, and other items required in Section 0170, and upon certification of the Architect-Engineer, the Owner shall pay the Contractor the entire balance of the Contract Sum.

6.0 METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

6.01 WELL DRILLING shall be paid for on the actual footage of drilling completed. In cases where abandonment of the well is due to causes which are determined not to be the fault of the Contractor, salvaged casing and other materials furnished by the Contractor shall remain his property and no payment will be made for such materials. The Contractor shall be paid only the unit cost for well drilling.

6.02 IF THE CONTRACTOR, using reasonable effort, cannot salvage casing from a well which has abandoned through no fault of his own, that casing shall be paid for at the Unit Bid Price. The minimum reasonable effort qualifying for this provision shall be 200,000 pounds of lifting force. If the Contractor uses less

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than reasonable effort, as determined by the Architect-Engineer, then no payment will be made for casing left in place in an abandoned well. Payment for reaming, grouting, developing, and test pumping will be made if applicable.

6.03 ANY WELL HOLE ABANDONED due to the fault of the Contractor before completion and acceptance will be the responsibility of the Contractor and no payment shall be made for such work.

6.04 CASING shall be paid for per lineal foot on the actual footage installed in the completed well. No additional payment will be made for the steel casing or for the transition from PVC to steel on wells cased with PVC pipe, but shall be included in the Unit Price per foot for casing.

6.05 DEVELOPMENT OF THE WELL shall be paid for on an hourly basis for the actual period spent on development as defined in these Specifications.

6.06 TEST PUMPING shall be paid for on an hourly basis for the actual pumping period when drawdown measurements are taken and recorded. Time spent in checking the aquifer, performing preliminary tests, or in setting or removing the test pumping equipment will not be allowed as test pumping.

6.07 RECOVERY MEASUREMENTS shall be paid for on an hourly basis for the actual time involved in taking and recording recovery measurements. No payment shall be made for setting up or removing test pumping equipment.

6.08 GROUTING shall be paid for on a footage basis for the actual lineal footage of grout installed as sanitary protection in the annular space between the well casing and the reamed hole. Payment for grouting shall include the remaining and temporary casing (if required) for placement of the grout.

6.09 DISINFECTION of the well and chemical and bacteriological analysis of the water shall be considered a part of this overall Contract, and no separate payment will be made for disinfection or analysis.

6.10 SITE CLEANUP shall be considered a part of this overall Contract, and no separate payment will be made for site cleanup.

6.11 MOBILIZATION consists of moving the necessary equipment to perform the work into the general area. Demobilization consists of leaving the construction site cleaned up to the satisfaction of the Project Engineer. One mobilization and demobilization charge will be allowed under this Contract, and shall be included in the Lump Sum Base Bid.

SECTION 0130

SUBMITTALS1.0 SUBMITTALS SPECIFIED IN OTHER SECTIONS are as follows:

General Conditions Applications for Payment
Consent of Surety to Reduction in or Partial Release
of Retainage
Consent of Surety Company to Final Payment
Contractor's Affidavit of Payment of Debts and Claims
Section 0170 Well System Disinfection Reports and Chemical Reports
Record Set of Contract Documents

2.0 AIA DOCUMENTS which are required for submittals in this or other Sections of these Specifications may be obtained from:

Nebraska Society of Architects
1910 South 44th Street
Omaha, Nebraska 68105
402/556-8506

Rapid City Builders and Exchange
904 East St. Andrews
Rapid City, South Dakota 57701
605/343-5252

Mathisons
115 South Indiana
Sioux Falls, South Dakota 57701
605/336-2437 or toll free: 1-800-843-9983

3.0 PROGRESS SCHEDULE shall be submitted as required by Paragraph 4.10 of the General Conditions.4.0 SCHEDULE OF VALUES shall be submitted as required by Paragraph 9.2 of the General Conditions.5.0 LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS shall be submitted as required by Paragraph 5.2 of the General Conditions.6.0 CERTIFICATE OF INSURANCE shall be submitted to the Owner as required by Subparagraph 11.1.4 of the General Conditions.7.0 PAYROLLS, accompanied by the Contractor's Weekly Statement of Compliance, shall be submitted to the Owner each week in accord with the Requirements of Paragraphs 16.9 and 16.10 of the Supplementary Conditions.8.0 WELL LOGS shall be submitted to the Architect-Engineer within (1) one week after performance of all work on each well, whether completed or abandoned.9.0 PUMP TEST RESULTS shall be submitted to the Architect-Engineer within one (1) week after the completion of each well.10.0 BACTERIOLOGICAL TESTS RESULTS shall be submitted to the Architect-Engineer within three (3) days after receipt of test results by the Contractor.

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11.0 SHOP DRAWINGS AND PRODUCT DATA shall be submitted to the Architect-Engineer, prior to placement of orders and/or commencement of the work, as follows:

11.01 TRANSMITTAL FORMS. Each transmittal shall be accompanied by three (3) Shop Drawing Transmittal Forms furnished by the Architect-Engineer and completed and consecutively numbered by the Contractor.

11.02 SHOP DRAWINGS. Submit one sepia print, not exceeding 30 inches x 42 inches in size, for each sheet of shop drawings.

11.03 PRODUCT DATA. Submit in quadruplicate.

Shop drawings and product data shall be submitted for the following:

Section No.	Description
0255	Steel Well Casing
	Copper Well Casing
	Artesian Well Enclosure and Appurtenances
	Pitless Unit
	Compression Seal

SECTION 0150

TEMPORARY FACILITIES

1.0 WATER shall be furnished by the Contractor as may be needed for the entire prosecution of the Work.

2.0 TEMPORARY POWER shall be provided throughout the construction period by the Contractor for use by all trades, Contractors, and Subcontractors.

3.0 SANITARY CONVENIENCES for the use of all persons employed on the Work will be provided and maintained by the Contractor.

4.0 BARRICADE FENCE. The General Contractor shall erect and maintain a barricade fence during the life of the Contract. The fence shall be either a snow fence or a fence constructed from sound salvage material free from sharp edges or protruding nails. The fence shall be adequate to provide for the safety of the public and especially for the safety of schoolchildren.

5.0 STORAGE OF MATERIALS AND EQUIPMENT. The Contractor may store material and equipment on the site in locations approved by the Architect-Engineer.

6.0 PROJECT OFFICES

6.01 OFFICES AND STORAGE FACILITIES FOR THE CONTRACTORS AND SUBCONTRACTORS shall be maintained on the site as necessary for the proper conduct of the Work. After consulting with the Architect-Engineer, these shall be located so that they cause no interference to any work performed on the site.

6.02 REMOVAL OF TEMPORARY OFFICES AND STORAGE FACILITIES. Upon completion of the project, or as directed by the Architect-Engineer, remove the temporary offices and storage facilities, and leave the premises in the condition required by the Contract.

SECTION 0160

MATERIAL AND EQUIPMENT

1.0 MATERIAL AND EQUIPMENT shall be of the manufacture, model, and type specified. Substitute material and equipment approved prior to bidding, in accord with the Instructions to Bidders, are incorporated into these Specifications as Addenda.

2.0 MATERIAL AND EQUIPMENT OF ACCEPTABLE MANUFACTURE. An item of material or equipment may be used in place of an item which is specified by manufacturer and model number or type, provided that all of the following provisions are met:

1. The item is manufactured by one of the acceptable manufacturers listed in the Specifications.
2. The item of material or equipment meets or exceeds the minimum qualities established by the specified item.
3. The item is used throughout the project so that all items of material or equipment used in place of specified items are of the same make and type.
4. The entire cost of all modifications which result from the use of items in place of specified items shall be borne by the Contractor who uses such items, at no additional cost to other Contractors or to the Owner.

3.0 REPEATED FEATURES OR MATERIALS must be constructed alike, although detailed or indicated only once. Detail and ornament must continue throughout all moldings, bands, etc. Where items, devices, or equipment are specified singular in number, the Specification shall apply to as many items, devices, or pieces of equipment as are shown on the Drawings or required to complete the installation. Repeated items of equipment or materials shall be of the same manufacture, model number, and type.

SECTION 0170

PROJECT CLOSEOUT

1.0 CLEANING UP. At the completion of the Work, the Contractor shall clean up in accordance with Paragraph 4.15 of the General Conditions.

2.0 SUBMITTALS. The following submittals shall accompany the Contractor's final Application for Payment. Submit in duplicate unless otherwise specified in the Sections indicated.

General Conditions Contractor's Affidavit of Payment of Debts and Claims
Consent of Surety Company to Final Payment

3.0 SUBMIT TESTING REPORTS to the Architect-Engineer before final payment and include the following:

Well System Disinfection Reports and Chemical Reports

4.0 DELIVER RECORD SET OF CONTRACT DOCUMENTS, showing locations and offset distances from permanent surface improvements of underground lines, bends, cleanouts, connections, branches, valves, stops, etc., and invert elevations of storm and sanitary lines, to the Architect-Engineer before final payment in accordance with Paragraph 4.11 of the General Conditions.

SECTION 0255

WELL DRILLING1.0 GENERAL1.01 DESCRIPTION

1.01.1 WELL DRILLING shall include the drilling, casing, developing, testing, and capping of a deep artesian water well and site clean-up, all in accord with these Specifications and Drawings. The proposed location of the well is as follows: Lot 8, S.E. 1/4, Section 6, T103N, R74W, 5th P.M., Hughes County, South Dakota. The exact location of the well, within these bounds, is as shown on the Drawings.

1.01.2 THE LUMP SUM BASE CONTRACT shall reflect the drilling and developing of a "Sundance" artesian well to a depth of 1,700 feet.

1.01.3 INFORMATION CONCERNING THE GEOLOGY OF THE AREA may be obtained through the South Dakota Geological Survey, Science Center, University of South Dakota, Vermillion, South Dakota, and U.S. Geological Survey, Federal Building, Huron, South Dakota.

1.01.4 IT IS ANTICIPATED that the well will flow under natural artesian pressure. Flow rates equal to, or greater than, 35 gallons per minute with static pressures greater than, or equal to, 40 psig are being sought from the well. The Contractor shall determine the actual flow rate and static pressure upon completion of the well.

1.01.5 IN THE EVENT THAT THE WELL DOES NOT FLOW, or does not meet the flow conditions being sought, the Contractor shall develop the well by a method satisfactory to the Architect-Engineer to obtain the desired yield. If the Contractor determines that the desired yields cannot be obtained, he shall test pump the well and record the maximum drawdown and pumping rates that are obtainable.

1.02 QUALITY CONTROL

1.02.1 THE CONTRACTOR shall show evidence of experience in drilling at least ten artesian wells of comparable diameter and depths. The Contractor must have equipment capable of drilling a minimum 7-7/8-inch diameter hole to a depth of 300 feet and a minimum 4-1/2-inch diameter hole to a depth of 2,500 feet. If the Contractor does not have experience in grouting at least three wells in the manner specified herein, the grouting must be done by a competent crew experienced in such work. The Contractor shall show evidence of experience in this work.

1.03 SUBMITTALS

1.03.1 SUBMIT SHOP DRAWINGS AND MANUFACTURERS' LITERATURE to the Architect-Engineer in accord with the General Conditions and General Requirements. These shall include, but not necessarily be limited to, the following:

- Artesian Well Enclosure and Appurtenances
- Bacteriological Test Results
- Copper Well Casing
- Pitless Unit (if nonflowing wells are encountered)
- Steel Well Casing
- Compression Seal

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1.03.2 WELL LOG shall be kept carefully and accurately for the hole drilled, with entries made in sequence so that each can be correlated with the depth of the hole at that time. It shall be brought up to date at the end of each working day, and shall be furnished to the Architect-Engineer within one week after the performance of all work on the well. The well log shall record the following:

- .1 Site Name and number.
- .2 Location of the Well by section, range, and township.
- .3 Depth, Thickness, Type, General Characteristics, and Drilling Characteristics of each material encountered.
- .4 The Time required to drill each foot of depth, along with the speed of rotation, shall be required when a rotary rig is used for drilling in rock foundations.
- .5 Depth, Thickness, and Static Water Level of each water-bearing formation encountered.
- .6 Order, Number, Size, and Lengths of the individual pieces of well casing installed.

2.0 PRODUCTS

2.01 DRILLING FLUID

2.01.1 DRILLING FLUID used in the conventional (mud) rotary drilling shall conform to the tentative NWWA Specifications. A sodium bentonite base drilling fluid such as Bayroid Quik-Gel or equal, or self-destroying polymer drilling fluid such as Revert or equal, are both acceptable.

- .1 Unless otherwise approved in writing by the Architect-Engineer, all bentonite fluids shall have the following properties:
 - Maximum fluid weight - 9.5 lbs/gal
 - Maximum Marsh funnel viscosity - 45 sec
 - Maximum filter cake thickness - 3/32 inch
 - Maximum 30 minutes water loss - 15 cc
 - Maximum sand content of drilling fluid entering the pump - five percent by volume
 - Any additives to the drilling fluid must be approved by the Architect-Engineer
 - Sodium bentonite base and self-destroying polymer drilling fluids shall not be mixed unless approved by the Architect-Engineer

When self-destroying polymers are employed, the Contractor shall submit to the Architect-Engineer a copy of the manufacturer's recommended fluid properties and shall abide by all such recommendations.

- .2 Unless otherwise approved in writing by the Architect-Engineer, all organic fluids shall have the following properties:
 - Maximum fluid weight - 100 lbs/gal
 - Maximum Marsh funnel viscosity - 65 sec

Maximum filter cake thickness - 2/32 inch
Maximum 30-minute water logs - 25 cc
Maximum sand content of drilling fluid entering pump - four percent by volume
Any additives to the drilling fluid must be approved by the Architect-Engineer

2.02 STEEL WELL CASING

2.02.1 STEEL WELL CASING used as a permanent part of the well structure shall be steel pipe conforming to Federal Specifications (FS) WW-P-406d, Weight A, Class 1. It shall be of standard brand manufacture and have the brand name clearly printed on each length of pipe. Manufacture rejected pipe shall not be used. The permanent steel casing shall be 5-inch nominal diameter with an internal diameter of 5.047 inches and a minimum wall thickness of 0.258 inches and a minimum weight of 14.81 pounds per foot. Lengths of casing shall be connected with either screwed couplings or approved welds. Welded joints shall be made in accord with the provisions of Paragraph 3.07 of this Section.

2.03 CEMENT GROUT

2.03.1 GROUT MATERIAL shall be proportioned of portland cement and the least quantity of water (not over 6 gallons per cubic foot of cement) required to give a mixture of such consistency that it can be forced through the grout pipes. Three percent to five percent (by weight) of bentonite clay may be added to the grout mixture in order to improve its flow properties. The mixture, method of mixing, and consistency shall be approved by the Architect-Engineer before grouting of the wells.

2.04 COPPER WELL CASING

2.04.1 COPPER WELL CASING shall be 2-inch, hard temper, Type K with wrought copper solder type fittings.

2.05 ARTESIAN WELL ENCLOSURE AND APPURTENANCES

2.05.1 ARTESIAN WELL ENCLOSURE AND APPURTENANCES shall be 2-foot square by 4-foot deep constructed of 14-gauge roll steel with a hinged cover as shown on the Drawings. The enclosure shall be primed and coated with two coats of heavy duty outdoor enamel paint. The paint and color are to be approved by the Architect-Engineer. The overflow line shall be 1-1/4-inch, IPS polyethylene tubing, 160 psi rated, high density, ultra-high molecular weight, equal to Orangeburg SP-160 water service pipe conforming to ASTM D 2239. Fifty feet of overflow line shall be provided. All piping, valves, and fittings shall be bronze. The 1-1/4-inch bronze gate valves shall conform to FS WW-V-54 for Class B 150-pound bronze screwed gate valves. Valves shall be equal to Crane No. 435-UB double wedge disc. The granulated insulation to fill the enclosure shall be equal to "Zonolite" water repellent masonry fill insulation.

2.06 PITLESS UNITS (NONFLOWING WELLS)

2.06.1 PITLESS UNITS shall be installed on nonflowing wells requiring submersible pumps. The pitless unit shall be Monitor Model No. 8PS56BS9C1 or approved equal. The top of the pitless unit shall terminate at least 1 foot above finished ground level. All pitless units shall be threaded, and shall be securely screwed to the well casing using a proper pipe joint compound. The pitless unit shall be an integral unit designed to be attached to the well casing which has been cut off below the frost line. The inner assembly of the unit shall provide a Neoprene "O-ring" seal between each pressurized and nonpressurized portion of the system and seat positively to prevent the dropping of assembly into the well. A corrosion-resistant lifting device shall be mounted on the top of the inner assembly to permit easy installation and withdrawal through an unobstructed pitless casing. The inner assembly shall be equipped with a built-in silent check valve or valves to provide a flow area through all portions of the assembly at least equal to that of the drop pipe. The unit shall be protected against corrosion. All water passages below ground are to be either hot-dipped galvanized or constructed of corrosion-resistant material. The upper case shall be black pipe or equal. The unit shall be equipped with a vented cap.

3.0 EXECUTION

3.01 WELL DRILLING

3.01.1 SURFACE DRILLING of a 7-7/8-inch diameter hole shall be conducted to a depth of approximately 200 feet or as directed by the Architect-Engineer. The depth of drilling required shall depend on the piezometric head of the water bearing formation and the overlying materials. Upon completion of the grouting, the Contractor shall then drill out the plugged end of the 5-inch steel casing and continue with a minimum 4-1/2-inch diameter hole to the required depth to complete the well. The 4-1/2-inch hole shall extend to the bottom of the water-bearing formation. The 2-inch copper casing shall be grouted in place.

3.01.2 PLUMBNESS AND ALIGNMENT. The well shall not deviate from the vertical by more than 2-1/2 inches in each 100 feet of depth.

3.02 STEEL WELL CASING

3.02.1 STEEL WELL CASING shall be installed to a depth of approximately 200 feet or as directed by the Architect-Engineer. The length of casing required shall depend on the piezometric head of the water-bearing formation and the overlying materials.

3.03 CEMENT GROUTING

3.03.1 CEMENT GROUTING of the 5-inch steel casing shall be completed at least 72 hours before drilling, test pumping, or other work in the well will be permitted. If quick set cement is used, this period may be reduced to 24 hours upon approval by the Architect-Engineer. The annular space between the casing and the 7-7/8-inch drill shall be filled with cement grout by pumping grout down the casing and forcing it up the annular space around the outside. The grout shall be forced up to the ground surface. If necessary, a temporary casing shall be installed to insure the minimum specified wall thickness of grout. This temporary casing shall be withdrawn as the grout is placed. No payment shall be made for any temporary casing left in place. Before proceeding with placing the grout, the Contractor shall secure the Architect-Engineer's approval of the method he proposed to use. No method will be approved that

does not specify the forcing of the grout under pressure from the bottom of the space to be grouted towards the surface. The grouting shall be done continuously and in a manner that will insure the filling of the entire annular space with grout in a single operation. Grouting of the 2-inch copper casing shall be made in the same manner specified for the 5-inch casing.

3.04 COPPER WELL CASING

3.04.1 COPPER WELL CASING, 2 inches in diameter, shall be installed with the portion or portions penetrating into the aquifer being perforated. The casing shall be perforated for the distances and locations agreed upon after evaluating the electric and drillers logs. Perforations shall be 5/16-inch diameter holes spaced equally at 90 degrees, in rows 1-1/2 inches apart. The holes shall be made by drilling or other methods acceptable to the Architect-Engineer. For nonflowing wells, the 2-inch casing shall also extend up inside the 5-inch casing a distance of 20 feet with a compression seal fitted between the annular space of the two casings as shown on the standard detail. Method of installation of the compression seal and material shall be in accord with the accepted standards, and shall be approved by the Architect-Engineer.

3.05 ARTESIAN WELL ENCLOSURE

3.05.1 ARTESIAN WELLS shall be capped and valves placed on all discharge lines. The method of capping shall be in accord with the provisions of Article 2.05 of this Section and the details presented on the Drawings. The overflow line shall be buried below ground and sloped away from the well.

3.06 PITLESS UNIT (NONFLOWING WELLS)

3.06.1 PITLESS ADAPTORS shall be placed on the wells that are nonflowing. The pitless adaptor shall be installed in accord with the provisions of Article 2.06 of this Section and the details presented on the Drawings.

3.07 WELDING

3.07.1 WELDING shall be conducted on surfaces free from loose scale, rust, grease, paint, and other foreign material, except for mill scale which withstands vigorous wire brushing. Joint surfaces shall be free from fins and tears. The technique of welding employed, the appearance and quality of the welds made, and the methods of correcting defective work shall conform to normally accepted standards of workmanship. No welding shall be done when the temperature of the base metal is lower than 0F. At temperatures between 0F and 32F, the surfaces of all areas within 3 inches of the edges to be welded shall be heated until they are too hot to touch before welding is started. Sections of casing after welding shall be true to line and free from twists, bends, offsets, and open joints. All welded joints shall be watertight. The abutting ends of the steel pipe casing shall be beveled by grinding to assure full-penetration welds.

3.08 FIELD QUALITY CONTROL

3.08.1 CHECKING DRILLING FLUID. Control of the drilling fluid for the above properties shall be accomplished by sampling the fluid at least once an hour, or when a new mud system is started, changed, or added to, when specific formations are penetrated that could drastically alter the mud properties, or when directed by the Architect-Engineer. The results and the time of the test shall be recorded, and the records shall be included with progress reports.

3.08.2 PLUMBNESS AND ALIGNMENT. A plumbness and alignment test on the 5-inch steel casing shall be run, at the Contractor's expense, on questionable wells after the well is cased. This test shall consist of running a pipe of 40-foot length, whose outside diameter is between 1/4 inch and 1/2 inch smaller than the casing, to the bottom of the well. If the test pipe binds, does not pass through the well casing freely, or is bent as a result of testing procedure, the Architect-Engineer shall have the authority to reject the well as drilled and cased with no payment to the Contractor until the deficiency is corrected to the Architect-Engineer's satisfaction.

3.08.3 SAMPLES OF THE FORMATION shall be taken as described in the following paragraphs. Samples shall not be washed, and shall be kept in cloth bags. Samples shall be taken as follows:

- .1 Cable Tool Drilling. As each water-bearing stratum is encountered, keep an accurate record of the location of the top and bottom of each stratum penetrated, and the elevation to which the water level stabilizes. Samples taken from each 5 feet of drilling and at every change in formation shall be placed and saved in cloth bags. If so directed by the Architect-Engineer, the driller may be required to take samples at 1-foot intervals in a potential aquifer.
- .2 Conventional Hydraulic (Mud) Rotary or Air Rotary Drilling. Because the hydrostatic water level of aquifers encountered cannot readily be determined during rotary drilling methods and because of the relatively high speed of penetration of rotary methods of drilling, samples shall be taken during drilling at 2-foot intervals and at every change in formation. If so directed by the Architect-Engineer, the driller may be required to take samples at 1-foot intervals when a potential aquifer is encountered.

3.09 ABANDONMENT OF WELL

3.09.1 ABANDONMENT. In the event the well shall not be accepted for completion due to insufficient capacity; unsatisfactory chemical or bacteriological quality; or should it be abandoned because of poor alignment, loss of tools, or for any other cause, the Contractor shall, as directed by the Architect-Engineer, fill the abandoned hole with puddled clay, or clay and concrete.

3.10 WELL DEVELOPMENT

3.10.1 DEVELOP THE WELL, in the event the well does not flow at the desired rate and pressure, by such methods as will effectively extract from the water-bearing formation the maximum practical quantity of drilling mud, fine sand, silt, or other fine materials. Development shall bring the well to a maximum yield, and the water shall be sandfree at the maximum flow rate.

- .1 Methods. Neither bailing nor pumping shall be considered to be adequate development methods under this Contract. One of the following methods shall be used:
 - Surge plungers
 - Compressed air
 - High velocity jetting

- .2 Precautions. Develop the well in a manner that does not cause undue settlement of the stratum above the water-bearing formation. Take every precaution to avoid development of the well in a manner which will introduce unconsolidated material lying above the aquifer into the water-producing zone.
- .3 Continue Development of the Well until water pumped from the well at the rate determined by the Architect-Engineer is clear and free of sand and silt. Water shall be considered sandfree when all samples taken at the determined pumping rate contain less than two parts per million (by weight) of sand.
- .4 Additional Development Work, as directed by the Architect-Engineer, to further improve the specific capacity of the well may be required. Such additional work, excluding chemicals, will be paid for at the same hourly rate as the normal development work.
- .5 Methods. If a conventional hydraulic (mud) rotary rig is used, develop the water-bearing formation with high velocity jetting equipment using a polyphosphate solution such as tetrasodium pyrophosphate, sodium hexametaphosphate, and sodium septaphosphate in concentrations of 5 pounds per 100 gallons of jetting water. If a self-destroying polymer drilling fluid is used, develop the well with plain water.
- .6 Develop High Velocity Jetting Equipment and the well with phosphates if cable tool and air rotary drilling methods and drilling mud are used for drilling through the water-bearing stratum. Development shall not be considered as test pumping. The development work must be done in a manner that does not cause excessive pressure on the casing. Development of the well shall be continued until water pumped or flowing from the well at the rate determined by the Architect-Engineer is clear and free of sand. The water shall be considered sandfree when all samples taken at the determined rate contain less than two parts per million (by weight) of sand.

3.11 TESTING FOR YIELD AND DRAWDOWN

3.11.1 TESTING FOR YIELD AND DRAWDOWN shall be conducted on only those wells that do not flow at the desired rate and pressure. The Contractor shall furnish all labor, equipment, materials, and power required for test pumping, to the satisfaction of the Architect-Engineer. This shall include all necessary equipment for measuring the water level in the well and the rate of pump discharge. Equipment considered suitable are electrical probes or air line for well level measurement; and an orifice meter, weir, or a calibrated water meter for flow measurement. The Contractor shall furnish temporary pumping facilities to be removed from the well at the end of the pumping operation. The Contractor shall be responsible for furnishing all necessary piping for conducting the water away from the test site to a suitable location as determined by the Architect-Engineer. The duration of the test pumping shall be ten hours with drawdown measurements taken at five-minute intervals the first half hour and every ten minutes for the next 1-1/2 hours and 30 minutes the next eight hours for wells requiring pumping. When requested by the Architect-Engineer, the Contractor shall take recovery measurements immediately after test pumping is complete. The Contractor shall use the field pumping test sheet furnished by the Government to record this data.

3.12 CLEANING AND DISINFECTING

3.12.1 CLEAN THE WELL of foreign substances including, but not limited to, cement, oil, grease, joint dope, and scum, after completion and test pumping.

3.12.2 DISINFECT THE WELL with a chlorine solution prepared prior to injection into the well, of volume and strength, and so applied that a minimum concentration of 50 ppm of free residual chlorine shall be obtained in all parts of the well for at least 24 hours before removal. Chlorine may be added to the well by any of the following methods:

- .1 Method A. The chlorine solution may be prepared in a batch having a volume at least twice the volume of water contained in the well. This prepared solution should then be rapidly discharged into the well.
- .2 Method B. A stock chlorine solution of 15,000 ppm may be added to a continuous flow of water into the well to provide the 50 ppm chlorine residual concentration in all portions of the well.
- .3 Method C. A stock solution of chlorine may be added through a pipe discharging at different levels in the well. The well may then be agitated with a bit or bailer to mix the solution.

3.12.3 BACTERIOLOGICAL TESTS. Water samples shall be taken by the Contractor after disinfection of the well and submitted to the South Dakota Department of Health for analysis. If positive bacteriological results are obtained, the well disinfection shall be repeated and samples taken until negative bacteriologically satisfactory samples are obtained.

3.12.4 BACTERIOLOGICAL TEST RESULTS shall be submitted to the Architect-Engineer within three days after they are received by the Contractor.

3.12.5 CHEMICAL TESTS. After the well has been flushed, a water sample shall be taken and submitted to the South Dakota Department of Health for complete chemical analysis including, but not limited to, tests for pH, alkalinity, total and carbonate hardness, Na, Fe, Ca, Mg, K, F, Mn, Cl, SO₄, NO₃, and total dissolved solids.

STATE OF SOUTH DAKOTA

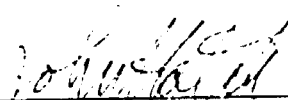
WATER LICENSE NO. 4276-3

(1) Harrold School District, c/o Roland Stekl, Superintendent, 206 South Nixon Ave, Harrold SD 57536 made Application No. 4276-3, April 25, 1978 for a water permit to appropriate 0.10 cubic feet of water per second from groundwater (one well), Hughes County, South Dakota for institutional purposes. Permit No. 4276-3, with a priority date of April 25, 1978 was approved July 26, 1978 and issued to the applicant for diversion of water with construction of the described water supply system to be completed on or before July 26, 1979 and for the application to beneficial use of said water on or before July 26, 1980.

(2) It is certified that the applicant has complied with the provisions of South Dakota State Law relating to completion of the construction of the water supply system and is entitled to divert 0.10 cubic feet of water per second for beneficial use. The location of the diversion point is 1622 feet north and 490 feet west of the southeast corner of Section 6-T108N-R74W (NE 1/4 SE 1/4).

(3) The applicant has complied with the provisions of South Dakota State Law relating to the application of water to beneficial use.

(4) Pursuant to South Dakota Water Law 46-5-30.1 Harrold School District, c/o Roland Stekl, Superintendent, 206 South Nixon Ave, Harrold SD 57536 the holder and/or owner of Water Permit No. 4276-3 is issued a license to appropriate water, the right to use 0.10 cubic feet of water per second from groundwater (one well) with a priority date of April 25, 1978 from the location specified in (2) of this license. The water is to be used for the purpose of institutional use. This license is subject to any limitations or qualifications listed in Water Permit No. 4276-3 and subject to South Dakota State Law.


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

DEC 18 1985

date



Permit No. 4276-3
Missouri River - Water District

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

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

I have this day, August 10, 1995, made a thorough examination of the water use system constructed by Harrold School District of c/o Roland Stekl, Superintendent, 206 South Nixon Ave., Harrold, SD 57536 holder of Permit No. 4276-3, bearing the priority of April 25, 1978 authorizing the diversion of 0.10 cu. ft. per second of Sundance Formation for Institutional (school) purposes, in Hughes County.

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

A. Works used to divert the water:
artesian well - no pump required

B. Works used to transport water to place of use:
pipeline from well to school which is approximately 50 feet away from the well

C. Works used to apply water to beneficial use:
N/A

The system is in the following condition good. The point of diversion is located NE1/4 SE1/4 Section 6, T108N, R74W (approximately 1622 feet North and 490 feet West of the SE corner of Section 6, T108N, R74W). The works are capable of diverting and conveying to the place of use 0.10 cu. ft. per second of water which is to be used for institutional purposes of providing water for school use. Water has been put to beneficial use to the maximum extent as follows:

Water supply from artesian well for the West Bend School, housing for janitor and teacher (if necessary) at the apartments directly adjacent to school.

The license should be issued for 0.10 cfs.

Applicable permit qualifications have been complied with: Yes X

The well is controlled and equipped with a pressure gage. The pressure gage was reading 250 psi at the time of the inspection. Well is allowed a minimal overflow which is used for domestic use (livestock watering) by the neighboring property owner.

Exceptions to compliance are: N/A Date Report Completed: 8/15/95


Eric Gronlund
Natural Resources Engineer
DENR, Water Rights Program

REPORT ON INSPECTION OF PERMIT NO. 4276-3, Harrold School District

DATE: 8/10/95 (accompanied by Donna Gregg, janitor for West Bend School)

Other permit(s) associated with the project: None

DIVERSION POINT LEGAL LOCATION:

NE1/4 SE1/4 Section 6, T108N, R74W

WELL INFORMATION:

- 1) Well Drilling Firm: Unknown
- 2) No. of Wells - **One**
- 3) Depth(s) feet - **1,700 feet**
- 4) Well log is available No
- 5) Comment: **Well is equipped with a control valve and a pressure gage. Pressure gage read 250 psi at the time of inspection. (see diagram of configuration)**

Casing:

- 1) Diameter **2 inches**
- 2) Length **1700 feet**
- 3) Type **copper**

Screen:

- 1) Type
- 2) Length feet
- 3) Static water level feet

Pump: Not applicable (artesian flow)

- 1) Make
- 2) Model
- 3) Size
- 4) Capacity GPM

Motor: Not applicable (artesian flow)

- 1) Make
- 2) Model No.
- 3) Horsepower rating hp

DISTRIBUTION LINES OR CANALS:

- 1) Type 2) Size inches 3) Length feet

SYSTEM TYPE: Not applicable

Center pivot:

- 1) Make
2) Overall length feet
3) Number of towers
4) Distance between towers feet
5) End gun Y/N
6) High or low pressure

7) Capacity GPM

Gun: Not applicable

- 1) Make
2) Nozzle size inches
3) Capacity GPM
4) Hose size inches

Towline: Not applicable

- 1) Length feet
2) Diameter inches
3) Spacing of gates inches

Sideroll: Not applicable

- 1) Length feet
2) Diameter of pipe inches
3) Sprinkler spacing feet

Siphons: Not applicable

- 1) Size inches
2) Number

DAM INFORMATION: Not applicable

- 1) Height to crest feet

- 2) Height to primary spillway feet
- 3) Height to secondary spillway ft
- 4) Crest width feet
- 5) Crest length feet
- 6) Spillway length feet
- 7) Spillway width feet
- 8) Approx. storage ac-ft
- 9) Approx. storage to crest ac-ft
- 10) Date constructed:

CHEMIGATION EQUIPMENT: Not applicable

- 1) Does chemigate Y/N
- 2) Main line check valve Y/N
- 3) Inspection port/air relief Y/N
- 4) Low pressure drain Y/N
- 5) Discharge is 20' from source Y/N
- 6) Interlock type
- 7) Injection pump type
- 8) Injection check valve Y/N
- 9) Injection line check valve or positive displacement pump Y/N
- 10) All chemigation equipment appears to be installed in the proper position and complies with chemigation laws and rules Y/N
- 11) Comments :

PERMIT QUALIFICATIONS AND REGULATIONS:

- 1) Soil and water permit lands agree with lands being irrigated and lands listed on permit N/A
- 2) Special qualifications to permit being abided by Yes
- 3) All structures, wells and lands on map Yes
- 4) Irrigation Questionnaires checked to determine if permit owner started irrigation by the end of construction period N/A

PERMIT NUMBER 4276-3 Harrold Sch. District date 8/10/95

WELL INFORMATION

DRILLING FIRM				
DEPTH, ft				
CASING- TYPE				
DIAMETER, in	appears to be 5" 4/8			
LENGTH, ft				
SCREEN- TYPE				
LENGTH, ft				
STATIC H2O LEVEL, ft	flowing			

PUMP INFORMATION

Artesian - no well

PUMP- MAKE				
MODEL				
SIZE				
CAPACITY, gpm				
MOTOR- MAKE				
MODEL				
HORSEPOWER, hp				

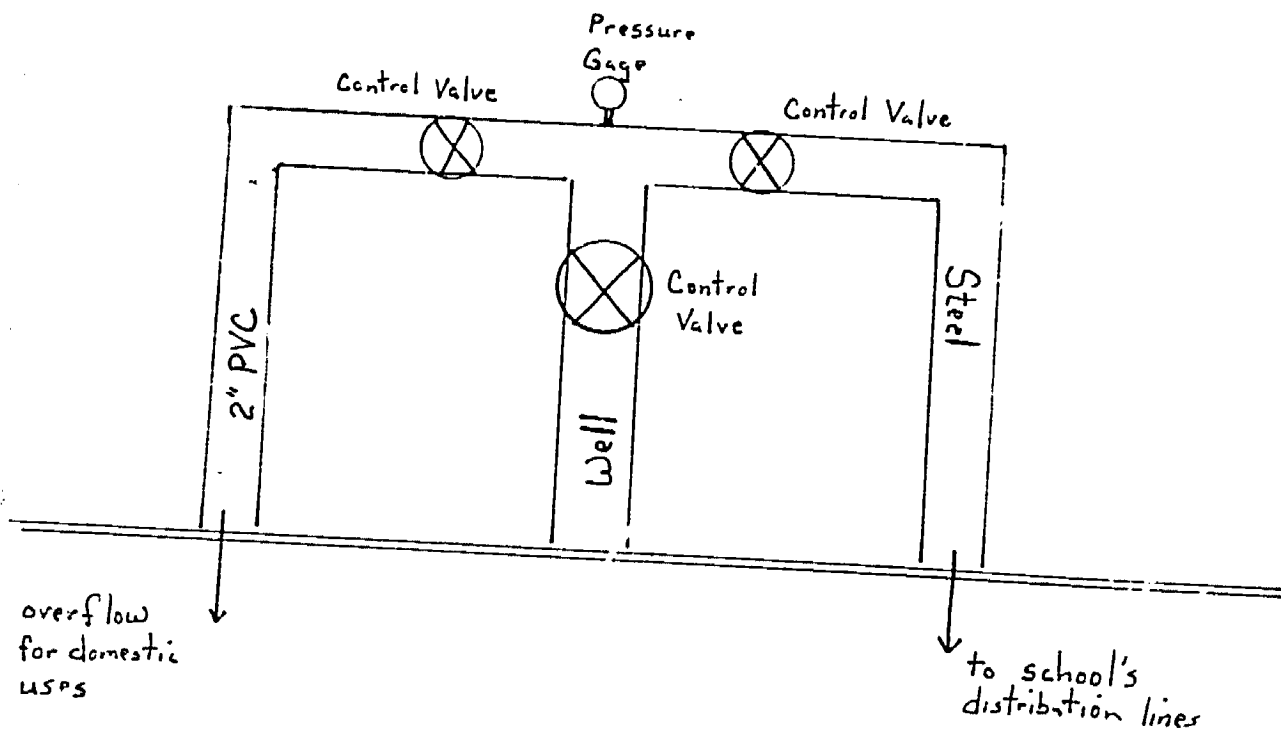
IRRIGATION SYSTEM

SYSTEM TYPE				
MAKE				
LENGTH, ft				
CP, NUMBER OF TOWERS				
CP, END GUN	YES — NO	YES — NO	YES — NO	YES — NO
CP, HIGH OR LOW PRESSURE				
CAPACITY, gpm				
GATE PIPE, DIAMETER, in				
SPACING OF GATES, ft				
GUN, NOZZLE SIZE, in				
GUN, HOSE SIZE, in				
GUN, HOSE LENGTH, ft				

Permit No. 4276-3

8/10/95

ESY





DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES
JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3181

August 28, 1995

4276-3

Roland Stekl, Superintendent
Harrold School District
206 South Nixon Ave.
Harrold, SD 57536

Dear Mr. Stekl:

The inspection of your water use system and the inspection of the extent of application of water to beneficial use, as developed under Water Permit No. 4276-3, has been completed. Your final water right document, the Water License, can now be issued.

Statutes require that we charge a \$50.00 fee for the inspection and issuance of the Water License. Upon receipt of the \$50.00 fee from you, we will begin processing your Water License.

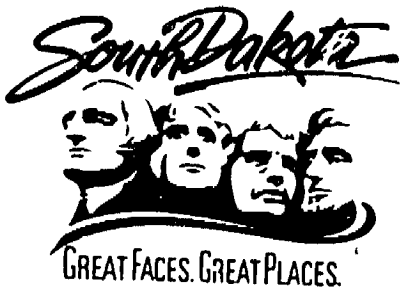
Please remit fee to:
Department of Environment & Natural Resources
Water Rights Program
523 E. Capitol
Pierre, SD 57501-3181

South Dakota Water Law 46-5-30.1 requires that a permit holder may not divert water until the \$50.00 license fee has been paid. Please contact us if you have any questions.

Sincerely,

Cheryl F. Frost
Secretary
Water Rights Program
(605) 773-3352

NOTE: On check or money order, please specify your permit number. This will insure proper handling of the fee.



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

DEC 10 1995

4276-3

Roland Stekl, Superintendent
Harrold School District
206 South Nixon Ave.
Harrold, SD 57536

Dear Mr. Stekl:

Enclosed is Water License No. 4276-3. This is the final water right document completing your process of obtaining a Water Right. Enclosed is Receipt No. 414616 in the amount of \$50.00 which you paid for the inspection and issuance of the Water License.

For your information SDCL 46-6-27 requires that if the owner of an existing well, such as the well authorized by Water Right No. 4276-3, constructs a replacement well and does not plan to use the old well, the old well is considered abandoned and must be plugged. Also, any well that is being used or is not considered abandoned must be valved and controlled, if flowing, or sealed and capped so that no leaking occurs either underground or at the surface.

As long as you use the water beneficially, as stated in the Water License, the State Water Laws provide that you have a continuing right to use the water. If you have any questions, please contact our office.

Very truly yours,

JOHN HATCH, Chief Engineer
Water Rights Program
(605) 773-3352

rd
enclosures

RECEIPT

Division of Water Rights
South Dakota Department of Environment and Natural Resources

4276-3
414616

Pierre, _____ September 14, 1995

RECEIVED OF Harrold School District No. 52-1, PO Box 160, Harrold, SD 57536
the following amount in fees for services rendered as provided for by law:

Fee for Application for Permit No. _____ and to put water to beneficial use _____	to Appropriate Water, to construct		
Fee for Application for Permit No. _____ Use _____	to Appropriate Water, for Future		
Fee to retain Future Use Permit No. _____	after period of seven years.		
Fee for Inspecting Constructed Works, confirming beneficial use and issuing Water License No. <u>4276-3</u>		50	00
Fee for Filing Transfer Form _____			
Fee for Filing Extension Request _____			
Fee for _____			

(Any Other Work Provided by Law)			
Total		50	00

By [Signature]
Chief Engineer

4276-3

NOT TO SCALE

10954

1072

424

6
17-792

NE 1/4 SE 1/4 Section 6, T108N, R74W

X WELL

≈ 1622'

108-74

≈ 490 ft

Water Permit No: 4276-3
 Map Prepared By: Eric Gronlund
 Eric Gronlund, NR Eng
 DENR, Water Rts Div PROGRAM
 Date Inspected: 8/10/95