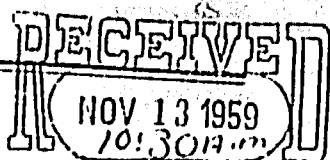


1. Considered 1-76, 1961 Appl. No. 675-3
2. Name of Applicant City of Brookings
3. Post Office Address _____
4. Amount of water claimed 1.56
5. Source of water supply ground water
6. Water to be used for municipal
Acres to be irrigated _____
7. Water to be diverted and used in Brookings County about
_____ miles _____ of _____
8. Proof of Publication Received 1PK
Not Received _____
9. Application Approved ✓
Subject to PAP
Not approved _____
Action deferred _____
10. Remarks:

F.O. Permit 217-3

Water Division No. 3No. 675-3

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

District

STATE WATER RESOURCES COMM.

PIERRE SOUTH DAKOTA

APPLICATION FOR PERMIT To Appropriate Water within the State of South Dakota

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

1. Name of applicant CITY OF BROOKINGSPostoffice address CITY HALLCounty BROOKINGSState S. DAK.

I. If a corporation

(a) Name of same CITY OF BROOKINGS(b) Date and place of incorporation MARCH 9, 1883 BROOKINGS, SOUTH DAKOTA(c) Amount of capital stock NONE(d) Amount paid in NONE(e) Names and addresses of ~~commissioners~~ directorsWALTER DRUGGINS, MayorWILLIAM GAMBLE, LEO J. WEISE, LEO H. MONTEITH, W. M. (DOC) LEEFYRE, Commissioners

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

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

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

CONTRACT—TRI-STATE DRILLING COMPANY, WAYZATA, MINNESOTA

(b) Cash on hand, \$

(c) Treasury stock, \$

(d) Bonds to be issued, \$

(e) Other resources, \$

2. Name of diversion work MUNICIPAL WATER WELL #73. Amount of water claimed 1.56 cubic feet per second4. Source of water supply Ground water5. Location of point of diversion 2840' N23° 35'E of Southwest corner of Sec. 13T110W R56W 5th Principal Meridian on bank County.6. Annual period or periods during which water is to be used JANUARY—DECEMBER

7. To be used for:

I. Irrigation or domestic use: Gravity, overhead sprinkling or combination system? DOMESTIC & MUNICIPAL(a) Number of acres to be irrigated acres.

(b) Legal subdivisions to be irrigated

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

(c) Statement as to domestic use (giving location, etc.) General domestic needsCity of Brookings

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

(a) Nature of use ALL MUNICIPAL PURPOSES

Name any of the above uses claimed

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

Amount claimed for engine cooling

(c) Location of plant

(d) Method of developing power

(e) Point where water will be returned to stream

Map No 515-3

8. Estimated cost of work:

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

(b) Pumping plant, \$3,000-----

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

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

Rock, \$-----

(e) Other structures NEW WATER WELL \$4,745-----

Total, \$7,745-----

9. Description of diversion works:

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

NEW WATER WELL WITH PUMP, PUMPHOUSE, AND 10" C.I. LINE TO EXISTING PLANT.

II. Dimensions of works:

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

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

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

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

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

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

(Give dimensions where reductions in size are made.)

10. Time required for completion of work 6 Months-----years.

11. Time required for complete application of water to the proposed beneficial use 6 Months-----years.

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

BRACKINGS REGISTER

STATE OF SOUTH DAKOTA

County of Brackings } ss.

I, H. D. Higgins, being first duly sworn on my oath depose and say: That my relation to the above described undertaking is that of owner, that I have read the above foregoing statement, examined the map accompanying the same, and that I know of my own personal knowledge that the matters therein stated and shown are true.

Signed

H. D. Higgins

Subscribed and sworn to before me this 10

day of November

1959

Notary Public (or other qualified officer.)

Remarks by State Water Resources Commission:

Waters under this permit were reserved by the City of Brookings under Future Use Permit 217-3, dated October 24, 1958.

STATE OF SOUTH DAKOTA
County of Hughes } ss.

Pierre, South Dakota, February 9, 1960

This is to certify that the foregoing application was received by the Commission at 10:30 o'clock A.m. upon the 13th day of November, 1959.

State Water Resources Commission

By: George R. ...

(Chief Engineer, Executive Officer)

Number of permit 675-3

Date of first receipt of application November 13, 1959

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

Date of receipt of corrected application —, 19—

Date from which applicant may claim right June 29, 1956

Approved January 26, 1960, Recorded in Book 5 Page 313

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

1st. The equivalent of at least one-fifth of the work above specified is to be completed on or before June 26, 1960

2nd. The whole of said work is to be completed on or before June 26, 1960

3rd. The limit of time for proof of beneficial use of water appropriated in accordance herewith is June 26, 1960

4th. The water appropriated shall be used for the purpose of municipal use

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

6th. The amount of the appropriation herein granted shall not exceed 1.56 cubic feet per second; neither shall it exceed the capacity of the above described system of diversion works, nor the least amount of water that experience may hereafter indicate as necessary for the production of crops in the exercise of the best husbandry, and further, said appropriation must be limited to not more than one-seventieth (1/70) of one cubic foot of water per second of time for each acre of land to which water is actually used for municipal needs June 26, 1960; said water to be used and beneficially applied for irrigation on or before June 26, 1960; said water to be used during the following described annual period:

Continuously

Witness my hand this 9th day of February, 1960

State Water Resources Commission

By: George R. ...

(Chief Engineer, Executive Officer)

Certificate of Construction Issued July 16, 1960

Water License Issued July 16, 1960

Form 15.

Permit No. 675-3

Water Diversion No. 3 BIG SIOUX RIVER Water District

CERTIFICATE OF CONSTRUCTION

This is to Certify, That the City of Brookings

the holder of
Permit No. 675-3, issued upon Application No. 675-3, bearing date of priority of June 29,
1956 authorizing the diversion of 1.56 cu. ft. per second of the waters of ground water
County of Brookings, State of South Dakota at a point N 23° 35' E., 2840 feet from the SW Corner, Section 13, T110N, R50W

, for municipal

purposes, has 5 complied with the provisions of the laws of the State of South Dakota relating to proof of completion of the works of diversion set out and described in said Permit; that said works are found in satisfactory condition for diverting and conveying to the place of intended use 1.33 cu. ft. per second of water.

Date July 16, 1969

WATER RESOURCES COMMISSION

By:

J.W. GRIMES, Executive Officer

STATE OF SOUTH DAKOTA

WATER LICENSE NO. 675-3

(1) WHEREAS, On the 13th day of November A. D. 19 59
the City of Brookings

made Water Right Application No. 675-3 for a permit to use 1.56 cubic feet per second of the waters
 of ground water
 County of Brookings, State of South Dakota, for municipal

_____ purposes; and
 (2) WHEREAS, On the 9th day of February A. D. 19 60
 Permit No. 675-3, with a date of priority of June 29, 1956

was issued to said applicant _____ for the diversion of said water, and provided for the completion of construction of the water
 supply system therein described on or before the 26th day of June A. D. 19 60 and for the
 application to beneficial use of said water on or before the 26th day of June A. D. 19 60

and:

(3) WHEREAS, It is hereby certified that the applicant has complied with the provisions of the laws of the State of South Dakota
 relating to completion of the construction of the water supply system and is entitled to divert 1.33 cubic feet
 per second of water for beneficial use and,

(4) WHEREAS, It is hereby certified that the applicant has complied with the provisions of the laws of the State of South Dakota
 relating to the application of water to beneficial use of the following extent,
to be used for municipal purposes by the City of Brookings

(5) NOW, THEREFORE, By the virtue of the authority vested in us by the laws of the State of South Dakota, We hereby grant and confirm to the City of Brookings
City
the holder City and owner City of said permit No. 675-3 a water right, dating from June 29, 1956
to use of 1.33 cubic feet per second of the waters
of ground water
in the County of Brookings and State of South Dakota, or so much thereof as may be necessary for the
purposes hereinbelow mentioned, to be diverted at a point N 23 35' E, 2840 feet from the SW Corner, Sec. 13,
T110N, R50W

and conducted ~~through~~ through the City water distribution system

for the purpose of municipal use

Subject to any limitations listed in Water Right Permit No. 675-3 and subject to the laws of the State of South Dakota.

WITNESS, My hand and seal of our office at Pierre, South Dakota
this 16th day of July A. D.
Nineteen Hundred and Sixty-nine

WATER RESOURCES COMMISSION

By:

Chief Engineer, Executive Officer, J.W. GRIFFES

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

9. (Continued)

III. Well Specifications

(a) Hole and casing

Size of drill hole or excavation 16" diameter , Depth 60'
Type of casing Steel
(wood, concrete, steel, etc.)
Size of casing 16" OD , Thickness of casing 0.275"
Length of casing 44' If collection gallery, length, size and depth of
gallery

(b) Screens

Type of perforated screen 16" Stainless Steel Wire sound
Size of perforated screen 16" 20'
(diameter) (length)
Thickness of gravel pack , length of gravel pack

(c) Water Bearing Material

Distance to water 23' Character of water bearing materials
Clean sand and gravel
Thickness of water bearing material 25'

(d) Pump and Motor

Type of pump Turbine
(centrifugal, propeller, mixed flow, etc.)
Name of pump Fairbanks-Morse , size 700 gpm
Kind of motor Electric
(gasoline, electric, diesel, etc.)
Horsepower 25 , Name of Motor Fairbanks-Morse

(e) Complete well

Capacity 700 gpm at drawdown of 18 ft. Estimated cost \$715

(f) Owner of land upon which well is located CITY OF BROOKINGS
Name
CITY HALL, BROOKINGS, SOUTH DAKOTA
Address

(g) Distance to nearest existing wells

On same owner's property 22 rods. On property owned by others 120 rods

(First publication on or before January 1, 1960)

APPROPRIATION OF WATER

Office of State Water Resources Commission
Pierre, S. Dak., December 12, 1959

Notice is hereby given that the City of Brookings S. Dak., has made an application in accordance with the provisions of the water laws of South Dakota for a permit to develop for beneficial use 1.89 cubic feet of water per second of time from ground water as reserved under Future Use Withdrawal, Permit 217-3 through Municipal Well #6, the point of diversion of which is to be located in the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 13 twp. 110N Range 50 W. Said water to be used for the purpose of providing for municipal water needs of the City of Brookings.

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 26th day of January, 1960, at 2:00 PM. All interested persons may appear and be heard.

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

State Water Resources Commission

By
Burton F. Jones, Water Rights Specialist

cc G.H.J. Mitchell, Publisher
Brookings Register
Brookings, South Dakota

Affidavit of Publication

Exhibit "A"

State of South Dakota }
County of Brookings } SS

CHAS H. J. MITCHELL

_____ of said county, being first duly sworn, on oath, says: That he is one of the owners and publishers of THE BROOKINGS REGISTER, a semi-weekly newspaper, printed and published in the City of Brookings, in said County of Brookings, and State of South Dakota; that he has full and personal knowledge of the facts herein stated; that said newspaper is a legal newspaper and has a bona fide circulation of at least two hundred copies of each issue semi-weekly; that said newspaper has been published within the said County of Brookings and State of South Dakota, for more than one year next prior to the first publication of Exhibit "A," hereto attached and herein mentioned, and was and is printed in the office maintained at said place of publication; and that the _____

appropriation of water

a printed copy of which, taken from the paper in which the same is published, is hereto attached marked Exhibit "A," and is _____ part of this affidavit, was published in said newspaper for _____ successive weeks, to-wit:

<i>Dec. 16</i>	, 195 <u>9</u>	_____	195 <u>9</u>
<i>Dec 23</i>	, 195 <u>9</u>	_____	195 <u>9</u>
<i>Dec 30</i>	, 195 <u>9</u>	_____	195 <u>9</u>
<i>Jan 6</i>	, 195 <u>60</u>	_____	195 <u>60</u>

That the full amount of the fee charged for the publication of said Exhibit "A" inures to the sole benefit of the publishers of said newspaper; that no agreement or understanding for the division thereof has been made with any other person, and that no part thereof has been agreed to be paid to any person whomsoever; that the fees charged for the publication thereof are:

_____ Dollars
Twenty minutes

Subscribed and sworn to before me this *5th* day of *Feb.*, 19560

Chas Mitchell

Notary Public in and for the County of Brookings, South Dakota.
My Commission expires *Nov. 17*, 19567

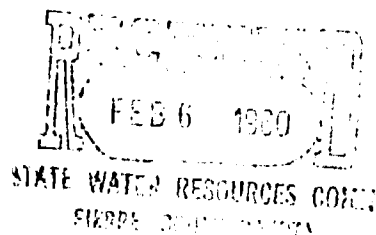
APPROPRIATION OF WATER
Office of State Water Resources Commission, Pierre, S.Dak., December 12, 1959

NOTICE IS HEREBY GIVEN that the City of Brookings, S. Dak., has made an application in accordance with the provisions of the water laws of South Dakota for a permit to develop for beneficial use 1.50 cubic feet of water per second of time from ground water as reserved under Future Use Withdrawal Permit 217-3 through Municipal Well No. 7, the point of diversion of which is to be located in the west half of the southwest quarter of Section 13 township 110N, Range 50 W. Said water to be used for the purpose of providing for municipal needs for the City of Brookings.

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 26th day of January, 1960, at 2:00 p.m. All interested persons may appear and be heard.

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

State Water Resources Commission
BURTON F. JONES
Water Rights Specialist
(Dec. 16, 23, 30, Jan. 6)



Permit No. 675-3
BIG SIOUX
 Water Division No. 3 RIVER Water District

Certificate of Examination of Works

Report of Examining Engineer

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

Dear Sirs: I hereby certify that ~~in accordance with your letter of authorization dated~~ 10-1-56, I have this day made a thorough examination of the diversion works constructed by THE CITY of BROOKINGS BROOKINGS County, South Dakota, holder of Permit No. 675-3, Issued upon Application No. 675-3 bearing date of priority of JUNE 29, 1956 authorizing the diversion of 1.56 cu. ft. per second of the waters of GROUND WATER for MUNICIPAL purposes. I have to report on the condition of the same as follows:

The diversion works comprise: WELL #7 - 60' DEEP 16" STEEL CAS.
W/ FAIRBANKS MORSE 8" PUMP, POWERED BY
25H.P. U.S. ELECTRIC MOTOR. TO 10" COLLECTION
LINE TO TREATMENT PLANT

and the system is in the following condition: EXCELLENT

The point of diversion is located N 23° 35' E, 2840 FEET FROM
SW CORNER, SECTION 13, T10N, R50W

The works are capable of diverting and conveying to the place of use 1.33 cu. ft. per second of water, which is to be used for MUNICIPAL USE

The legal sub-divisions to be irrigated are:

comprising a total of _____ acres of land.

The domestic use intended comprises _____

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

Witness my hand, this 20TH day of

JUNE

A. D. 1969

--SEAL--

Darwin Jones
 WATER RIGHT SPECIALIST
 WATER RESOURCES COMMISSION

CITY OF BROOKINGS
SPECIFICATIONS
FOR
MUNICIPAL WATER WELL
BROOKINGS, SOUTH DAKOTA

CITY COMMISSION

HENRY DWIGGINS, MAYOR

WILLIAM GAIDLE
LEO J. WEISE

LEO H. MONTEITH
W. M. (DOC) LEFEVRE

C. L. HERNIMAN, CITY AUDITOR

J. T. LANNER & ASSOCIATES
LEGIONS BUILDING
BROOKINGS, SOUTH DAKOTA

NOTICE TO BIDDERS

Notice is hereby given that the City of Brookings, South Dakota (hereinafter referred to as the City) will receive sealed competitive bids for the drilling and casing of a municipal Water Well. The proposed well will be 16" in diameter and about 60 feet deep and will include approximately 20' of 16" O.D. stainless steel well screen, 44' of 16" O.D. steel casing, 15' 30" I.D. pipe, gravel filler and concrete.

The bids must be prepared on forms supplied by the City of Brookings and filed with the City Auditor at the City Hall in Brookings, South Dakota not later than _____ at which time and place all bids will be publicly opened and read aloud in the presence of bidders and their representatives. No bids will be received after the specified hour and date set for opening.

All bids must be accompanied either by certified check, cashier's check or draft payable to the City of Brookings, South Dakota, in the amount of five percent (5%) of the total sum of the bid, such check or draft to be issued either by a state or national bank domiciled within the State of South Dakota. The check will be retained by the City of Brookings as liquidating damages if the successful bidder refuses or fails to enter into a Contract and Performance Bond in accord with his bid, when notified of the award.

The proposed construction contract together with the plans and specifications for the construction work are available at the office of the City Auditor, Brookings, South Dakota, and may be obtained by depositing the sum of ten dollars (\$10.00), which deposit will be returned to bonafide bidders upon return of the plans and specifications, in good condition, within ten days (10) after the bids are received.

By virtue of statutory authority preference will be given to materials, products and supplies found or produced within the State of South Dakota.

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

Dated this 24th day of August 1959.

C. D. Herrenan
City Auditor

INSTRUCTIONS TO BIDDERS

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

IB-1 CONTRACT DOCUMENTS

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

- Notice to Bidders
- Instructions to Bidders
- Proposal Form
- Specifications
- Contract Form
- Contractor's Performance Bond Form
- Drawings

IB-2 DEFINITIONS

Wherever the words "Owner" or "City" are used herein, it shall mean the City of Brookings. Wherever the word "Bidder" is used in the documents, it shall mean each or any of the persons, partnerships, or corporations submitting proposals for the performance of the work covered by these specifications. Wherever the word "Contractor" is used herein, it shall mean the person, firm or corporation entering into the Contract for the performance of the work covered by these specifications. Wherever the term "Engineer" is used, it shall mean the Engineer employed by the Owner to supervise the construction.

IB-3 PROPOSALS

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

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

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

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

IE-4 PROPOSAL GUARANTEE

Each proposal shall, as a guarantee of good faith on the part of the bidder, be accompanied by a certified check drawn on an acceptable bank domiciled in South Dakota in an amount of not less than five percent (5%) of the total bid.

IE-5 WITHDRAWAL OF BID

Bids may be withdrawn by the bidder prior to, but not after, the time set for the opening of bids.

IE-6 INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

IE-7 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Whenever in the Drawings or Specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process or article offered by the Contractor is not, in the opinion of the Engineer, equal in every respect, then the Contractor must furnish the material, process or article specified or one that, in the opinion of the Engineer, is the equal thereof in every respect.

IE-8 AWARD OR REJECTION OF BIDS

The Owner reserves the right to reject any part or all of any and all bids and to waive any informalities in bids received.

IE-9 CONSIDERATION OF THE PROPOSALS IN AWARDED OF CONTRACT

Promptly after the opening of the proposals a compilation of them will be prepared, and the certified checks of these bidders, who in the judgment of the Owner, should not be considered in making the award, will be returned. The other checks, except that of the successful bidder, will be returned as soon as a Contract is awarded or after a lapse of thirty (30) days of time from the opening of bids. Check of the successful bidder will be returned as soon as contract and bond are executed. The Contract will be awarded within thirty (30) days after the opening of bids unless all bids are rejected. The successful bidder will be required to execute the Contract and furnish the bond

required within ten (10) days of receipt of the notice of award to him. Failure to do so shall be just cause for the annulment of the award and in the event of such annulment the certified check of the bidder shall become the property of the City of Brookings. Award may then be made to another bidder or the Owner may call for other bids.

IB-9. COMPARISON OF BIDS

If the proposal provides for submitting unit prices, the proposals will be compared on the basis of the Engineer's estimate of quantities, which are included in the Proposal Form. The basis of payment will be actual quantities of work performed and accepted. If, upon completion of the project, the actual quantities show either increase or decrease from the quantities shown in the Proposal, the unit prices submitted in the Proposal shall still prevail.

IB-10. DRAWINGS

The drawings attached hereto are provided only as a guide to the bidder. The bidder shall furnish for approval by the City Engineer preliminary layout drawings of the system which he proposes to install. These drawings shall be approved by the Fire Underwriters Inspection Bureau and stamped with their seal. The bidder shall furnish detailed descriptive literature and specifications of the materials and equipment to be used.

P R O P O S A L

HONORABLE MAYOR & CITY COMMISSION
CITY OF BROOKINGS, SOUTH DAKOTA

The undersigned hereby proposes and agrees that he will enter into and perform the Contract attached hereto, and of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all the labor, materials, tools, equipment, transportation and services for said work in strict conformity with the Specifications, forming a part of the Contract Documents for the prices shown in the following schedule.

(Bids will not be considered for a part of the Schedule)

Item No.	Work or Material	Quantity & Unit Price	Total Cost
1	Drilling 16 inch Hble	60 lin. ft. at _____ (words) (\$ _____) per lin.ft.	\$ _____
2	16 inch O.D. Stainless Steel Screen in place	20 lin. ft. at _____ words (\$ _____) per in.ft.	\$ _____
3	16 inch O.D. Steel casing in place	44 lin. ft. at _____ words (\$ _____) per lin.ft.	\$ _____
4	Gravel filler in place	2 cu. yd. at _____ words (\$ _____) per cu.yd.	\$ _____
5	30 inch I.D. Pipe	15 lin. ft. at _____ words (\$ _____) per lin.ft.	\$ _____
6	Concrete (3000#) in place	3 cu. yd. at _____ words (\$ _____) per cu.yd.	\$ _____
TOTAL COST			\$ _____

If additional test holes and reports are required, add per test hole and report, the lump sum of \$ _____

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

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

If awarded the Contract the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days of receipt of the action of award of said Contract, and to begin work within _____ words

() days from date of receipt of Notice to Proceed, and agrees to complete the work _____ () working days from date of receipt of Notice to Proceed.

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

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

Enclosed is a certified check in the sum of _____ (\$_____).

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

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

NAME _____

BY _____

TITLE _____

ADDRESS _____

TELEPHONE _____

DATED THIS _____ DAY OF _____ 195____.

S P E C I F I C A T I O N S

GC - GENERAL CONDITIONS

GC-1. SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, equipment, supplies, labor and transportation, and performing all work in accordance with the specifications and drawings. The work shall be complete and all work, material, and services not expressly called for in the specifications or not shown on the drawings, which may be necessary for complete and proper construction to carry out the contract in good faith shall be performed, furnished and installed by the Contractor at no increase in cost to the Owner.

GC-2. CONTRACTOR'S PERFORMANCE BOND

The Contractor shall furnish a bond acceptable to the Owner in amount not less than 100 per cent (100%) of the aggregate payments to be made under the Contract.

GC-3. SITE INVESTIGATION

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

GC-4. STAKING OUT WORK

The work to be done will be staked by the Engineer for the Contractor. The Contractor shall, without cost to the Owner, provide such material and give such assistance as may be required by the Engineer.

GC-5. BENCH MARKS AND SURVEY STAKES

Bench marks and survey stakes shall be preserved by the Contractor and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense, and his sureties shall be liable therefor.

GC-6. LINES AND GRADES

All work done under this Contract shall be done to the lines and grades shown on the plans. The Contractor shall keep the Engineer informed, a reasonable time in advance of the time and places at which he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and of delay to the Contractor.

GC-7. WORK DONE WITHOUT LINES OR GRADES

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established or checked by the Engineer, or done without the supervision of an inspector or other representative of the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

GC-8. FIGURED DIMENSIONS TO GOVERN

Indicated dimensions, when given on the plans, shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the instructions have been obtained from the Engineer as to the dimensions to be used.

GC-9. CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor is required to check all dimensions and quantities on the plans and schedules given to him by the Engineer and shall notify the Engineer of any discrepancy between the plans and the conditions of the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC-10. DRAWINGS TO BE FURNISHED BY CONTRACTOR

The Contractor shall supply such working drawings and drawings of devices to be furnished under this Contract as are called for herein or as required by the Engineer, to make clear the details of construction and of devices. Unless otherwise herein specified, such drawings shall be submitted to the Engineer for his approval upon his request. Should any drawings furnished by the Contractor not be approved by the Engineer, the Contractor shall make the revisions required and again submit them to the Engineer for approval. After due approval by the Engineer, these drawings shall become a part of this Contract and the work shall be done in conformity therewith. No such work shall be begun or devices purchased until the drawings covering it or them have been approved.

The approval by the Engineer of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of his responsibility for any errors therein, and shall not be regarded as any assumption of risk or liability by the Owner or any officer or employee thereof, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his own full responsibility, the plan or method the Contractor proposes.

GC-11. AUTHORITY OF INSPECTORS

Inspectors shall be authorized by the Engineer to inspect all work done and all materials furnished. The inspector shall have full authority to reject materials or suspend work until any questions at issue can be referred to the Engineer. The Engineer and his inspectors shall have unrestricted access to all parts of the work at all times.

GC-12. DRAWINGS AND SPECIFICATIONS COOPERATIVE

The drawings and specifications shall be considered as cooperative and work and materials called for by one and not shown or mentioned on the other shall be done or furnished in as faithful and thorough a manner as though fully covered by both.

GC-13. CHARACTER OF WORK

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics, in strict accordance with the drawings and specifications.

GC-14. QUALITY OF MATERIALS

Except as otherwise specified all materials shall be of the best quality of their respective kinds.

GC-15. PROTECTION OF MATERIALS AND WORK

The Contractor shall, at all times carefully and properly protect all materials, both before and after being used on the job, and all work performed by him, and provide any special protection from weather deemed necessary without additional cost to the Owner.

GC-16. SUSPENSION FOR CLIMATIC CONDITIONS

The Engineer may order the Contractor to suspend any work that may be subject to damage due to climatic conditions. In such case an extension of time may be granted at the discretion of the Engineer.

GC-17. TESTS OF MATERIALS

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said Owner.

GC-18. REMOVAL OF CONDEMNED MATERIALS OR WORK

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer ordering such removal, the condemned materials or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

GC-19. DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefor.

GC-20. STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Space needed for storage shall be provided by the Contractor at his expense.

GC-21. CLEANING UP

The Contractor shall not allow the site of the work to become littered with trash and waste materials, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out of all pits, pipes, chambers, or conduits and structure, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of all kinds from any of the tracts or grounds which he has occupied and shall leave them in first class condition.

GC-22. PUBLIC CONVENIENCE AND SAFETY

Prosecution of the work and storage of materials shall be handled so as to cause as little obstruction to public and private travel as is necessary.

GC-23. BARRICADES, WARNING SIGNS, ETC.

Highways, drives and streets closed to traffic shall be protected by effective barricades. All barricades and obstructions shall be illuminated at night. No direct payment shall be made for the construction and maintenance of barricades, directional signs and lights. The cost of these items shall be included in the prices bid for the various items of work included in the proposal.

GC-24. PRESERVATION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, trees, fences and other property in and adjacent to the work to be done under this contract; shall exert every precaution to prevent damage or injury thereto; and shall exercise the precautions necessary to prevent damage to pipes, conduits and other underground structures. When any damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such damage or injury will be corrected by the Contractor and at the Contractor's expense.

GC-25. PATENTED DEVICES, MATERIALS AND PROCESSES

The Contractor shall hold and save the Owner harmless from liability of any patented article or appliance manufactured or used in the performance of this contract.

GC-26. SUB-LETTING OF CONTRACT

No part of this Contract, except for the manufacture of materials, may be sub-let without the approval of the Owner.

GC-27. PAYMENT FOR LABOR AND MATERIALS

The Contractor agrees that he will pay promptly for work, services, and labor and for sub-contractors and equipment employed on the work, and for all labor and materials incidental to the completion of the work. The showing of receipts for payment of labor and materials and payment of sub-contractors may be required by the Owner before any partial or final payment is allowed or made.

GC-28. INSURANCE

The Contractor shall maintain during the life of this Contract, adequate Workmen's Compensation Insurance for all his employees on the work, and in case any work is sub-let, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

The Contractor shall maintain during the life of this Contract such public liability and property damage insurance as shall protect him and any sub-contractor performing work covered by this Contract, and the Owner for claims for damages for personal injury, including wrongful death, as well as from claims of property damages, which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

GC-29. ACCIDENT PREVENTION

Federal and state laws relating to the public must be observed, and the Contractor shall at all times, whether or not so specifically directed by the Engineer, take necessary precautions to insure the protection of the public.

GC-30. DAMAGES

The Contractor hereby expressly binds himself to indemnify and save harmless the Owner against all suits or actions of every kind and nature brought or which may be brought against the Owner for and on account of any injuries or damages received or sustained by any person, firm or corporation, or persons, firms or corporations, in connection with or on account of the construction of the work under this Contract or by or in consequence of any negligence in connection with same or on account of the use of any improper or defective materials or on account of any poor workmanship or on account of any act of commission or omission of the Contractor or his, its or their sub-contractors, agents, servants, or employees, or for any cause arising out of the performance of this Contract.

GC-31. EXTRA WORK

The Contractor shall do any work, not herein provided for, which may be found necessary to carry out and complete the construction. The value of any such extra work shall be determined in one of the following ways: (a) by estimate and acceptance in a lump sum; (b) by unit prices agreed upon; (c) by actual cost plus 15%. In computing such actual cost, no interest, depreciation of plant overhead cost, or contingencies shall be included, but shall be taken to be allowed for in the said 15% which allowance shall include all profit.

GC-32. TESTING COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition, and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer by and at the expense of the Contractor, who shall repair at his own expense all damage resulting therefrom.

GC-33. PLACING WORK IN SERVICE

If desired by the Owner, portions of the work, as completed, may be placed in service, the Contractor to give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted.

GC-34. DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of one year from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner, shall become necessary, during such period. If within ten days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs the Owner is hereby authorized to make such repairs at the

Contractor's expense; providing, however, that in case of an emergency where, in the judgement of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

GC-35. MONTHLY ESTIMATES AND PAYMENTS

On or about the first day of each month, the Engineer will make an approximate estimate of the value of work done and unused materials delivered for, and stored on the site of the work during the previous calendar month. After each such estimate shall have been approved by the Owner, the Owner shall pay the Contractor eighty-five per cent (85%) of the amount of such estimated sum on or before the twentieth day of said month.

GC-36. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after three day's written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GC-37. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the work by the Engineer as evidenced in writing, the Contractor shall have charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work or materials occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof.

SC - SPECIAL CONDITIONS

SC-1. DESCRIPTION OF WORK

The work to be performed under these specifications consists of furnishing of all materials, equipment, tools and plant and the performance of all necessary skill and labor for the drilling and casing of a Municipal Water Well for the City of Brookings. The well will be about 60 feet deep. A 16" diameter stainless steel screen 20 feet long shall be installed at the bottom with 44 feet of steel casing extending from the screen to the surface along with other appurtenances.

SC-2. LOCATION OF WELL

The well will be located on property owned by the City of Brookings adjacent to U.S. Highway No. 77 about one (1) mile north of Brookings. A more exact location of the well is shown on the attached map.

SC-3. CONTRACTOR'S QUALIFICATIONS

Experience, qualifications, responsibility and past performances are of major importance in this portion of the contemplated work.

Therefore, the Bidders must submit to the Engineer at the time set for opening bids the following information:

A list of wells of similar nature and magnitude in similar anticipated formations.

A statement of five years of continuous operation.

A statement of year, model, make, and condition of equipment to be used.

A statement of experience and name of driller to be used on this project.

A statement that bidder has necessary now materials in stock or have them readily available without delay.

A statement of responsibility that Contractor has not been irresponsible or negligent in providing immediate attention to any request for services, information or data on work completed for any owner.

SC-4. LIQUIDATED DAMAGES

The damages that may result from any delay in completion of the work by the time agreed upon will be difficult of ascertainment. If the work, or any part thereof, is not completed on or before the date fixed for its completion by the terms of the Contract, the Contractor shall pay the City of Brookings the sum of fifteen (\$15.00) dollars per day for each calendar day's delay until the work is satisfactorily completed. Extension of the date of completion may be made by the City due to delays which are no fault of the Contractor.

SC-5. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The Contractor shall begin work within the time after receipt of Notice to Proceed and shall complete all work within the time stated in his proposal. The capacity of the Contractor's plant and the forces employed shall be such as to insure the completion of the work within the specified period of time.

A - MATERIALS AND WORK

A-1. SCOPE

The work shall include drilling the well, furnishing and installing all well screen and casing, sampling, testing and furnishing all plant and equipment and the performance of all labor necessary to complete the item in accordance with these specifications. The casing shall extend from four feet above the ground surface to the top of the screen. The screen shall extend to the depth of the hole. Furnishing and installation of pumping equipment and pump house construction is not included as part of this contract.

A-2. TEST WELL

A test well was installed by the City of Brookings in July, 1959 at the proposed location of the well to be installed hereunder. There is available at the Brookings City Engineer's Office a driller's log of the test well and also analysis of samples of materials encountered in the sinking of said test well. The probable yield of the proposed well is estimated to be 1000 G.P.M.

A-3. PERMANENT WELL CONSTRUCTION

The permanent well shall be constructed by the standard or "pull-back" method or by the bail-down or wash-down method. The well shall completely penetrate the water bearing formation to a depth of sixty (60) feet with a sixteen (16) inch diameter casing.

A-3.1. Standard or "Pull-Back" Method

After sinking the casing to the full depth of the well, the Contractor shall thoroughly clean the casing to the bottom and lower the screen through the casing to the bottom of the well. The casing shall be pulled back out of the well just far enough to expose the screen in the water bearing formation. The lead packer shall be expanded against the casing by use of a swedge block, in accordance with the manufacturer's recommendations.

A-3.2. Bail-Down or Wash-Down Method

The Contractor shall sink the casing to the desired depth in the water bearing formation. The screen shall be "bailed-down" to the full depth of the well by use of a bail-down shoe. The bail-down shoe shall then be plugged with a bail-plug or weighted, tapered wood plug. The lead packer shall be expanded against the casing by the use of a swedge block in accordance with the manufacturer's recommendations.

A-3.3. Development of the Well

The Contractor shall furnish all necessary pumps, compressors, plungers, bailers, or other needed equipment and shall develop the well by such approved methods as shall be necessary to give the maximum yield of water per foot of draw-down and extract from the water bearing formation the maximum practical quantity of such sands as may, during the life of the well, be drawn through the screen when the well is pumped under maximum conditions of draw-down.

A-3.4. Permanent Outer Casing Installation

The permanent outer casing shall be placed concentrically with the inner casing and extend a minimum of ten (10) feet below the original ground elevation to the height of the inner casing. The minimum inside diameter of the outer casing shall be thirty (30) inches. The annular space between the permanent outer and inner casing shall be filled with a clean washed gravel. The permanent outer casing shall be completely encased in a minimum thickness of six (6) inches of concrete along its entire length up to within six (6) inches of the top of the casing. Dowels shall be placed into the top of the concrete so that it may be tied to the pump house floor at a later date.

A-4. PROTECTION OF QUALITY OF WATER

During construction of the well, care shall be exercised by the Contractor to maintain the premises in a sanitary condition and to avoid as much as practicable the entrance of contaminated water into safe water-bearing formations. Any water or materials used in actual construction operations shall be reasonably free of contamination. The Contractor shall be required to maintain formations above the aquifer in their natural state and shall exercise extreme care in the performance of the work in order to prevent the breakdown or caving-in of strata overlying that from which water is to be drawn. In the event the well becomes contaminated or that water having undesirable physical or chemical characteristics enters the well due to the negligence of the Contractor, such labor and materials including casings, seals, sterilizing agents or other materials that are required to eliminate the contamination or to shut off the undesirable water shall be furnished by the Contractor at no additional expense to the City.

A-5. MATERIALS

A-5.1. Inner Casing

The well shall have a permanent inner casing of sixteen (16) inch diameter black steel pipe with 0.375 inch wall thickness and weighing not less than 62.50 pounds per foot. The casing joints shall be welded. The permanent inner casing shall extend approximately forty-four (44) feet from the top of the screen to a point four (4) feet above the original ground elevation.

A-5.2. Screen

The screen to be furnished and installed hereunder shall have a minimum nominal inside diameter of 13 5/8 inches and a minimum length of 20 feet. The screen shall be constructed entirely of stainless steel as manufactured by Johnson or approved equal. Screen opening shall be 0.150 inch in width at their narrowest point. The number and area of openings shall be such that the expected yield of the well may be developed with a minimum loss of head. The shape of openings or slots shall be so designed as to prevent clogging and shall be free from jagged edges, irregularities, etc. that will accelerate clogging or corrosion.

A-5.3. Outer Casing

The permanent outer casing shall be not less than thirty (30) inch inside diameter. It shall have a minimum wall thickness of 10 gauge and shall be galvanized.

A-5.4. Concrete

All concrete poured at the site shall have a minimum compressive strength of 3000 p.s.i. and shall contain an air entraining admixture.

A-5.5. Gravel

The gravel for filler between the permanent inner and outer casings shall be clean washed gravel.

A-6. TEST FOR PLUMBNESS AND ALIGNMENT

The Contractor shall furnish all labor, tools, and equipment and shall make the tests described herein in the manner prescribed by, and to the satisfaction of, the Engineer. Tests for plumbness and alignment must be made after the complete construction of the well and before its acceptance. Additional tests, however, may be made by the Contractor during the performance of the work. No specific payments shall be made by the Owner for making these tests.

Plumbness and alignment shall be tested by lowering into the well to a depth of fifty-nine (59) feet a section of pipe forty (40) feet long or a dummy of the same length. The outer diameter of the plumb shall not be more than one-half ($\frac{1}{2}$) inch smaller than the diameter of that part of the casing being tested. If a dummy is used, it shall consist of a rigid spindle with three rings, each ring being twelve (12) inches wide. The rings shall be truly cylindrical and shall be spaced one at each end of the dummy and one ring in the center thereof. The central member of the dummy shall be rigid so that it will maintain the alignment of the axes of the rings.

Should the dummy or pipe length fail to move freely throughout the length of the casing to a depth of fifty-nine (59) feet or should the well vary from the vertical in excess of two-thirds the smallest inside diameter of that part of the well being tested per one hundred (100) feet of depth, or beyond limitations of this test, the plumbness and alignment of the well shall be corrected by the Contractor at his own expense and, should he fail to correct such faulty alignment or plumbness, the Engineer may refuse to accept the well. The Engineer may waive the requirements of this paragraph for plumbness if, in his judgment, (a) the Contractor has exercised all possible care in constructing the well and the defect is due to circumstances beyond his control; (b) the utility of the completed well will not be materially affected; (c) the cost of necessary remedial measures will be excessive. In no event will the provisions of this paragraph with respect to alignment be waived.

A-7. TESTING COMPLETED WELL

Upon completion of the well the Contractor shall furnish, set and operate a temporary pump having a capacity of at least 1000 G.P.M. He shall operate the pump for a continuous period of at least ten (10) hours. During the period of pumping the Contractor will furnish satisfactory measuring devices to record the rate of flow and to record drawdown. A record at one-half hour intervals shall be made and delivered to the Engineer on completion of the test. The test shall run continuous with not more than one (1) hour shut down for adjustments. Time stated for the duration of the final test is a minimum only and the Engineer reserves the right to require the Contractor to extend such period of test, or to make additional tests.

The work shall be done by competent workmen in a neat and orderly manner and the well left in a serviceable condition and ready for the use intended.

A-8. DISINFECTION

After the well has been completely constructed, it shall be thoroughly cleaned of all foreign substances, including tools, timbers, rope, debris of any kind, cement, oil, grease, joint dope and scum. The casing pipe shall be thoroughly swabbed, using alkalis if necessary, to remove oil, grease or joint dope. The well should then be disinfected with a chlorine solution.

The chlorine solution used for disinfecting the well shall be so applied that a concentration of at least 50 ppm of chlorine shall be obtained in all parts of the well. Chlorine solution shall be prepared and applied in accordance with the directions of, and to the satisfaction of, the Engineer, and shall remain in the well for a period of at least two (2) hours.

In the event that the test pump is installed after the well has been disinfected, all exterior parts of the test pump coming in contact with the water shall be dusted with a chlorine compound as directed by the Engineer.

A-9. WARRANTY

The Contractor shall warrant all workmanship, material, and machinery entering into the construction of the well herein set forth against inherent defects and to replace any part or parts which may prove defective within one year from completion of said well by the Commissioners and Engineer.

A-10. METHOD OF MEASUREMENT & BASIS OF PAYMENT

A-10.1. Drilling

The drilling of permanent well shall be measured in lineal feet of depth. The unit prices for drilling as shown in the Proposal includes the drilling of the permanent well; developing the well; taking drilling samples; sampling water; testing for alignment, plumbness, drawdown and discharge capacity; disinfection; and furnishing all equipment and labor necessary to complete the items in accordance with these Specifications.

A-10.2. Casing

The casing shall be measured in lineal feet. The unit prices for the various sizes and types of casing shown in the Proposal shall include furnishing and installing the casing in accordance with these Specifications.

A-10.3. Screen

The screen shall be measured in lineal feet. The unit price for the screen shown in the Proposal shall include furnishing and installing the screen in accordance with these Specifications.

A-10.4. Concrete

Concrete shall be measured in cubic yards. The unit prices for the concrete in place as called for in the Proposal shall include furnishing and placing of the concrete in accordance with these Specifications.

A-10.5. Gravel Filler

The gravel for filler between the permanent inner and outer casings shall be measured in cubic yards. The unit price for the gravel in place as called for in the Proposal shall include furnishing and placing the material in its final position in accordance with these Specifications.

C O N T R A C T

THIS AGREEMENT made and entered into this _____ day
of _____, 195____, between the _____,
South Dakota, Owner, and _____
_____ of _____ in the State of _____,
hereinafter called the Contractor.

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

That the Contractor at his own proper cost and expense, shall do all the work and furnish all labor, materials, equipment and tools necessary to construct in good workmanlike and substantial manner and to the satisfaction of the Engineer the _____ included in the "Specifications for _____ dated _____ 195____.

The Contractor shall perform the work in strict conformity with the Specifications attached hereto, and the Plans on file in the City Auditor's Office all of which Plans and Specifications are hereby made a part hereof with the same force and effect as if attached hereto or spread at length herein.

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

Time shall be of the essence of this Contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work by and at the time herein mentioned or by and at such other time to which the period of completion may be extended, damages will be sustained by the _____, South Dakota, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay and it is therefore agreed that said Contractor shall pay to the _____ as liquidated damages and not as penalty, forty (\$40.00) dollars per day for each and every calendar day of the additional

time in excess of the Contract time limit and any granted extension thereof, which said amount is hereby agreed upon as the damage that will be suffered by the _____, South Dakota, by such failure to complete the work within the time named; and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire Contract, or any right which the City may have to claim, sue for and recover as compensation and damages for non-performance of this Contract. No charge will be made by the Contractor for hindrances or delays from any cause whatsoever in the progress of the work.

Said work shall be commenced within _____ (_____) days after notice to proceed and shall be completed within _____

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

Monthly payments based upon approximate estimates of the amount of and value to the City of expenses incurred during the preceding month, as computed by the Engineer and approved by the _____, shall be made to the Contractor during the progress of the work on or before the 20th day of each calendar month, provided that fifteen per cent (15%) of the amount of the estimated value of the work done shall be retained until the work is fully completed and accepted by the _____ and this Contract in all respects fully performed by said Contractor. The making of said monthly payments by the _____ shall not be construed as an acceptance on the part of the City of any part of the work done or materials furnished under this Contract but simply as payments on account, provided, also that such monthly estimates need not be paid unless the Contractor shall furnish the _____ an affidavit showing a complete list of all just debts incurred, the amounts paid thereon and the amount owing by the Contractor on such debts, including labor, sub-contractors, materials, feed and fuel bills, board and grocery bills contracted or incurred in the performance of this Contract. Within a reasonable time after the acceptance of the work according to the Contract, the _____ shall certify a final estimate based upon the quantities measured by the Engineer and computed according to the unit prices hereto attached, showing the total work done or required and the amount due the Contractor therefor. After deducting therefrom all provisions of this Contract, or as required by law, payment in full shall be made to the Contractor; provided, that before such final payment is made the _____ may require the Contractor to show to its satisfaction that all just debts due to all laborers, mechanics, materialmen and other persons who have supplied said Contractor, or any sub-materialmen and other persons who have supplied said Contractor, or any sub-contractor working

under this Contract, with materials or goods of any kind for this work, including labor, materials, feed and fuel bills, board and grocery bills, have been paid. All prior, partial estimates and payments shall be subject to correction in the final estimate and payment.

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

Payment of the final estimate under this Contract, including the fifteen per cent (15%) of the partial estimates retained, as herein provided, shall not be due or payable until the notice of the completion and acceptance of the work under this Contract shall have been given by publication and posting for the time and in the manner required by the laws of the State of South Dakota.

IN WITNESS WHEREOF, the _____ of the _____

_____, South Dakota, has caused this agreement to be executed by its _____ and sealed and attested by its Auditor in its behalf, and the Contractor has signed the same, the day and the year in this Contract first above written.

By _____

Attest:

Contractor

By _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as _____
principal, and _____ as _____
sureties, are held and firmly bound unto the _____
_____ in the penal sum of _____
dollars and for the payment of which we do hereby bind ourselves, our heirs,
executors, and administrators, jointly, severally and firmly by these
presents.

Date : _____, A.D., 19_____

The condition of the obligation is such that whereas, the above bounded
_____ of _____ has
been awarded by the _____ the
contract for items numbered: _____
copy of which contract together with all of its terms, covenants, conditions,
and stipulations is incorporated herein and made a part hereof as fully and
amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as
principal shall in all respects fulfill this said contract according to the
terms and the tenor thereof, and shall faithfully discharge the duties and
obligations therein assumed, then the above obligation is to be void and of
no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure
and does secure not only the faithful performance by the principal herein
named of said contract for the construction work as specified in said con-
tract and in strict accordance with the terms of said contract and the Plans
and Specifications made a part thereof; and shall also well and truly
perform and fulfill all the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said contract
that may hereafter be made, notice of which modifications to the surety being
hereby waived, but that it is given to secure and does secure also payment
by the said bounded _____
of all just claims for material, supplies, tools, fuel, lubricants, equipment,
equipment rental, machinery, insurance premiums, and services used or con-
sumed in the construction of the work by him and any of his sub-contractors,
and for the payment of all laborers and mechanics for all labor performed in
the work by him or any of his sub-contractors in carrying out the provisions
of this contract, and if such payment be made then this obligation shall be
null and void, otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than
five (5) years in which an action may be brought upon the bond covering the
construction work, and this bond is made, executed, and delivered with such
understanding.

Signed this _____ day of _____, 19_____

Principal

Surety

By: _____

Surety

Attorney in Fact

Approximate Site
of Proposed Well

ownership boundary

Well No. 4

Well No. 3

1.163
MILES

50'

200'

6212

6212

Well No. 6

Well No. 5

Treatment
Plant

Well No. 1

W 1/2, SW 1/4, S 13, T 110N, R 50W, 5 P.M.

OWNER - CITY OF BROOKINGS

U.S. HWY. NO 77

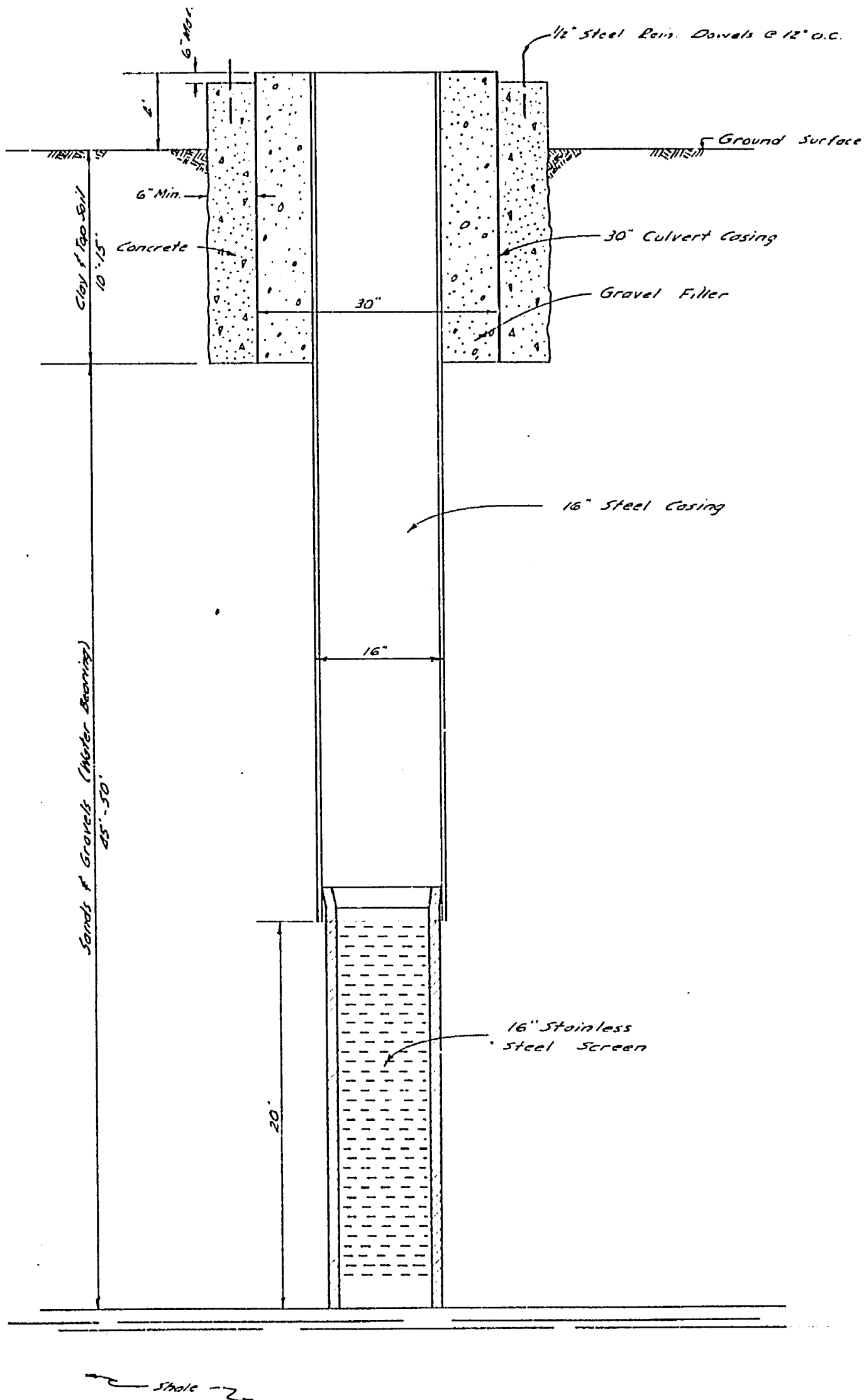
To Brookings 1 mi.

10" C.I. LINE MAIN 12" C.I.

10" C.I. LINE MAIN

WATER SUPPLY IMPROVEMENTS
CITY OF BROOKINGS
LOCATION MAP
OF PROPOSED WELL

PREPARED BY
J.T. BANNER & ASSOC.



WATER SUPPLY IMPROVEMENTS CITY OF BROOK, ISS
CROSS-SECTION OF PROPOSED WELL
PREPARED BY: J. T. BANNER & ASSOC.



DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

675-3

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

February 16, 2017

Delvin DeBoer
AE2S
1300 W 57th St, Suite 200
Sioux Falls SD 57107

Dear Mr. DeBoer:

As requested, the following table provides a list of water rights held by the City of Brookings. These tables do not include the irrigation rights, the flood control permit or the permit authorizing the relocation of Six Mile Creek for airport expansion held by the city. Please review the list to see how it compares with the numbers you compiled. If there are discrepancies, please contact me so we can determine the correct amount.

Future Use Permits (reserved water for future development)

No.	Source & Future Use Area	Next Review	Amount Remaining in Reserve
1598-3	Big Sioux:Aurora Aquifer (BS:A) N 1/2 Sec 13-T110N-R50W	Spring, 2019	2,426 acre-feet annually
217-3	Big Sioux:Six Mile Creek Aquifer (BS:SMC) W 1/2 Sec 4, E 1/2 Sec 5, all in T109N-R49W; E 1/2 Sec 32, S 1/2 Sec 33, W 1/2 Sec 28; SE 1/4 Sec 29; all in T110N-R49W	Spring, 2019	1,612 acre-feet annually

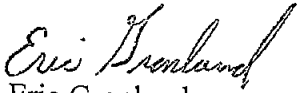
Water Rights

No.	Sources	Diversion Rate	Annual Volume
216-3	BS:SMC	3.85 cfs	2,784 acre-feet annually
674-3	BS:SMC	1.33 cfs	963 acre-feet annually
675-3	BS:SMC	1.33 cfs	963 acre-feet annually
1117-3	BS:SMC	1.44 cfs	1043 acre-feet annually
1296-3	BS:SMC	1.33 cfs	963 acre-feet annually
3979-3	BS:A	6.69 cfs	4,844 acre-feet annually
6048-3	BS:A	2.90 cfs	2,100 acre-feet annually

Please be aware that the table depicts the water rights the city of Brookings holds for municipal use. It does not represent the validity of the water rights. In South Dakota, the right to the use of water can become subject to cancellation due to abandonment and/or forfeiture for nonuse. The review of the city's water rights is to provide a list of the water rights on file and not a review of the past or present capabilities of the wells to produce the amount listed on the water rights. The Water Management Board is the entity entrusted to determine the validity of a water right if the question arises.

If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Eric Gronlund".

Eric Gronlund

Water Rights Program, DENR

605 773-3352

eric.gronlund@state.sd.us