

ORDINANCE NO. 1, 1944

An Ordinance authorizing the execution of a contract by and between the Town of Cloverdale, Indiana, and The Layne-Northern Company, Inc. covering the drilling of wells for the purpose of procuring water for said town and its inhabitants for public and domestic use.

WHEREAS, There has been and now exists an inadequate supply of water with which to supply water and water service for said town and its inhabitants for public and domestic use; and,

WHEREAS, an emergency exists making it necessary that an adequate supply of water be found to be used in connection with the existent system operated by said town, and a proposed contract has been presented by The Layne-Northern Company, Inc., which proposed contract is as follows:

This Contract, made and entered into by and between LAYNE-NORTHERN COMPANY, INC., a corporation organized under the laws of the State of Indiana, with general offices in Mishawaka, Indiana, and duly authorized to do business in the State in which this contract is to be performed, and hereinafter referred to as the Contractor, and BOARD OF TRUSTEES, TOWN OF CLOVERDALE, INDIANA hereinafter referred to as the Purchaser.

WITNESSETH THAT:

WHEREAS, the Purchaser requires a supply of well water of such quantity and quality as can be obtained with reasonable effort on its premises at Cloverdale, Indiana, and whereas the Contractor is experienced in the development of ground water and has available the engineers, skilled labor and equipment required to construct Layne Patented Gravel Well Wells, drill standard wells, and install complete deep well pumping plants, now, therefore, it is hereby mutually agreed between the parties as follows:

The Contractor is to furnish direct and compensate all of the labor and furnish all necessary equipment and material required in the performance of this contract, except such items as shall be hereinafter specifically mentioned to be furnished by the Purchaser.

The Contractor may drill one or more test wells to ascertain the nature and extent of the water bearing formations. The number, location, and depth of test wells shall be mutually agreed upon by and between Contractor and Purchaser as the work progresses. Contractor shall furnish pipe required in drilling test wells and may recover pipe after each test well is completed. Upon completion of each test well Purchaser shall pay Contractor for each foot of test well drilled the sum of TWO DOLLARS (\$ 2.50) and FIFTY CENTS, Plus TWENTY-FIVE (\$25.00) DOLLARS flat charge to cover moving and setting up at each test well site. PROVIDED, however, that the maximum charge for test well drilling shall not exceed the sum of FIVE HUNDRED (\$500.00) DOLLARS, regardless of the total footage drilled by CONTRACTOR.

The well construction shall be as follows: The general well construction type, and the total well depth shall be determined by the CONTRACTOR as the work progresses. The inside diameter of the finished well or wells shall be determined by the CONTRACTOR. Upon completion of well or wells the CONTRACTOR shall furnish and install a test pump of ample capacity and shall test the well or wells for guaranteed production capacity and operating levels. Any well or wells shall be sterilized with Chloride of Lime solution before starting pumping capacity test.

Provided, however that in the event unexpected underground conditions are encountered the Contractor shall have the right to change the above construction to conditions or to increase capacity.

The Contractor shall carry Workmen's Compensation insurance upon all of its employees engaged in the work and shall be responsible to the Purchaser for adequate compensation coverage by all sub-contractors.

The Contractor shall carry, from the beginning of this contract until the completion of the same, insurance to cover liability for all damages on account of bodily injuries or death suffered by any person or persons not lawfully in the employ of the Contractor, upon or about the site or upon the ways adjacent thereto; which coverage shall include Property Damage protection for property other than property covered by this contract. Limits of Public Liability shall be \$20,000 and \$40,000. Limits of Property Damage shall be \$5,000.00.

The Contractor warrants that he does not infringe on the patent rights of any persons or corporations and hereby agrees to defend and save the Purchaser harmless from any and all damages, costs and expenses by reason of claims or suits for infringement resulting from the purchase or use of any equipment installed under this contract.

The Purchaser will furnish at each Permanent well site during the execution of this entire contract all water for drilling well, and power for developing and testing well; adequate disposal of all sand, mud, and water during drilling operations and testing; permanent pump house with foundations for same including pump foundation; all sites for test and permanent wells and rights of ingress and egress to same.

Purchaser agrees to assume full liability for infringement on riparian water rights of Purchaser or others, caused by operation of well or wells installed by Contractor.

The Contractor guarantees the well, or wells, and pumping equipment will have the capacity specified under Price and Terms. Capacity shall be measured in U. S. gallons per minute during eight hours' test run. The capacity shall be measured through a standard orifice plate furnished by the Contractor or by weir box furnished and erected by the purchaser.

The Contractor fully guarantees with all its resources the faithful performance of this contract or the return of all money paid to the Contractor by the Purchaser (except for test wells), under the terms hereof. Should Purchaser wish additional surety, the Contractor will furnish a Surety Bond, all premiums on which will be paid by the Purchaser.

The Contractor guarantees that the well, or wells, will at all times during a period of one year from date of completion yield the amount of water paid for under this contract, and that should the Purchaser at any time during said one year period conclude and show by measurement that the capacity has diminished below that paid for, he shall notify the Contractor in writing. Upon receipt of such notice the Contractor will proceed promptly to do such things as will again bring the well, or wells, up to the capacity paid for, or refund to the Purchaser the excess amount paid by the Purchaser at the rate per gallon per minute specified herein, or if no rate be specified, then such proportionate amount of the paid contract price that the well, or wells, have diminished in capacity.

Should Purchaser undertake to develop any additional water supply from the same source or in the same vicinity as that drawn on by the well or wells constructed under this contract, or should other individuals or corporations do so within a distance of three hundred (300) feet, thence the Contractor shall be relieved of all responsibility for any reduction in the supply produced under this contract.

If, at any time during the progress of the work contemplated under this contract, in the opinion of the Contractor the required quantity of water cannot be produced without unreasonable effort and expense, the decision of which will lie solely with the Contractor, the Contractor may cancel the contract, refund all money paid to it on this contract (except payment for test wells), remove its material and equipment from the premises regardless of the mode of attachment, and thereupon all obligations of the Contractor to the Purchaser under this contract shall cease.

The Contractor shall furnish and install a Layne Deep Well Turbine Pump. The Pump shall be heavy duty type designed for hollow shaft m.

and with flanged discharge opening. Pump bowl shall be fitted with bronze impellers, removable bronze wear rings and bushings, and stainless steel impeller shaft and keys. Sufficient pump column shall be furnished to set pump bowl below operating water level in the well with suction pipe extending below the pump bowl 10 feet. All fittings, valves and piping beyond discharge opening of pump shall be furnished and installed by Purchaser.

CONTRACTOR may install reciprocating or jet type pumping equipment if in CONTRACTOR'S opinion such equipment would be more suitable for capacities obtained from well or wells.

Pump shall operate at _____ RPM against 60 pounds pressure at ground level when delivering rated capacity.

The Contractor shall furnish and install on each pump a squirrel cage motor of ample capacity to operate the pump at rated speed, capacity and head. Motor manufacturer and power supply shall be as follows: U.S. Electrical Motors, or equal 220 Volts 3 Phase 60 Cycles.

The Contractor shall furnish for each motor an enclosed magnetic across-the-line type starter only. Starter shall be fully enclosed and provide overload and low voltage protection, and push button control. All Electrical wiring to motor, both temporary and permanent, including transformers, switches, and fuses shall be furnished and installed by Purchaser.

Contractor guarantees the pumping equipment specified above for one year from date of installation. This guarantee shall include furnishing and installation of any part or parts which prove defective within the one year period providing that the need for such replacement is not due to negligence or carelessness on the part of the Purchaser.

In consideration for the faithful performance of this contract, the Purchaser shall pay to the Contractor the sum of FOUR THOUSAND TWO HUNDRED (\$4,200.00) DOLLARS for the LAYNE well water system specified herein complete with pumping equipment as specified and having a capacity of Fifty (50) gallons per minute, plus FIVE (\$5.00) DOLLARS per gallon per minute up to a maximum total capacity of Seventy-Five (75) gallons per minute.

Purchaser shall not be obligated to accept a well water system having more than three well units, or having a combined capacity of less than Thirty (30) gallons per minute but may do so at his option. For all wells having a capacity of less than Fifty (50) gallons per minute down to Thirty (30) gallons per minute combined capacity the per gallon rate of reduction shall be at FIFTY (\$50.00) DOLLARS per gallon. PURCHASER shall not be obligated to pay for any well capacity produced in excess of Seventy-Five (75) gallons per minute. This Contract is contingent on the PURCHASER obtaining funds sufficient in amount to pay the Contract Price herein set out, and priority authorization for construction.

60% payable upon completion and test of well capacity.

40% payable upon installation of pumping equipment.

All materials and equipment furnished or installed under this contract are and shall remain the property of Contractor, regardless of their mode of attachment, and title thereto shall not pass to the Purchaser nor shall said materials or equipment be deemed turned over to Purchaser for use, until full payment has been made by Purchaser in accordance with the terms hereof.

The Contractor shall make shipment of material and drilling equipment within 30 days from the date of acceptance. This contract is submitted for prompt acceptance by the Purchaser. There are no understandings or agreements relative to this contract or its subject matter that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto, acting through their corporate officers thereto duly authorized have executed this agreement in duplicate.

Submitted January 15, 1944 Accepted _____, 1944

LAYNE-NORTHERN COMPANY, INC.
Contractor

BOARD OF TRUSTEES
CLOVERDALE, INDIANA
Purchaser

By: _____
Contracting Engineer

By: _____

and,

WHEREAS, the terms and provisions of said proposed contract have been duly considered by the Board of Trustees of said Town;

NOW, THEREFORE, Be it ordained by the Board of Trustees of the Town of Cloverdale, Indiana, as follows:

Section 1: That the Town of Cloverdale, Indiana, contract and agree with the Layne-Northern Company, Inc. in accordance with the provisions of said contract and agreement and that said contract and agreement be executed by the Trustees of said Town for and on behalf of said Town of Cloverdale, Indiana, by affixing their respective official signatures thereto.

Passed and adopted October 3, 1944.

Herashed S. Kroll

Wm Langdon

Allan Bain
Board of Trustees, Town of Clover-

dale, Indiana.

ATTEST: Herashed S. Kroll
Clerk

Treasurer